SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE 1 OF

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
DE-AM36-02NT41457	May 15, 2009	DE-AT09-09SR22572	DE-RP09-09SR22572	

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY — CODE

Department of Energy
Savannah River Operations Office
P.O. Box A
Aiken, SC 29802-0902
POC: Steve Hamlett Phone: 803-952-6448

10. THIS ACQUISITION IS
☑ UNRESTRICTED OR ☐ SET ASIDE: % FOR: ☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A)
NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO — CODE

Savannah River Operations Office
P.O. Box A, Aiken, SC 29802-0902

16. ADMINISTERED BY — CODE

See Item 9

17a. CONTRACTOR/ OFFEROR — CODE 0HD91 — FACILITY CODE

Ameresco Federal Solutions, Inc.
1820 Midpark Road, Suite C
Knoxville, TN 37921
POC: Keith Derrington
TELEPHONE NO. 865-558-9459

18a. PAYMENT WILL BE MADE BY — CODE

Savannah River Operations Office
P.O. Box A
Aiken, SC 29802-0902

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Ameresco shall Design, Construct, Operate, and Maintain a Cogeneration Power Plant at the Savannah River Site. This Delivery Order incorporates the DO/RFP, and the Revised Final Proposal, dated 11 May 2009, each which are attached and made a part of this Delivery Order awarded under the BAMF IDIQ ESPC contract DE-AM36-02NT41457. (See page 2 for continuation)	1	LS	795,030,853	795,030,853

(Use Reverse and/or Attach Additional Sheets as Necessary)

26. ACCOUNTING AND APPROPRIATION DATA

28. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED
☑ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☑ ARE ☐ ARE NOT ATTACHED

☑ 29a. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☑ 29b. AWARD OF CONTRACT: REF. Ameresco OFFER DATED 11 May 09. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
Keith Derrington

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
Jennifer J. Nelson

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
Keith Derrington Executive Vice President	15 May 2009	Jennifer J. Nelson	15 May 09

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	As permitted by the BAMF IDIQ Contract, certain terms and conditions of the Delivery Order and Revised Final Proposal, which were negotiated and mutually agreed upon by the DOE and Amaresco, supplement the the terms and conditions of the BAMF IDIQ contract by providing the specific details and/or requirements relevant to the project covered by the delivery order. Accordingly, such supplemental terms and conditions are legally binding and shall control.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)
		42c. DATE REC'D (YY/MM/DD) / 42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 3/2005) BACK

DELIVERY ORDER

DE-AT09-09SR22572

DOE
BIOMASS AND ALTERNATE METHANE FUEL (BAMF)
IDIQ CONTRACT DE-AM36-02NT41457

CONTRACTING OFFICE: SAVANNAH RIVER OPERATIONS OFFICE

CUSTOMER: OFFICE OF INFRASTRUCTURE, SUPPORT & OVERSIGHT DIVISION

All the terms and conditions of Contract DE-AM36-02NT41457, including all modifications thereto, (the Contract), along with the following additional requirements, constitute Delivery Order DE-AT09-09SR22572 (DO). The DO incorporates comments received from the HQ ESPC Review Board and any negotiated changes between Ameresco Federal Solutions, Inc. (the "Contractor") and the Government.

Contract Para. No.	Title and Description

C.1 General Requirements/Project Scope

The Delivery Order shall include two ECMs:

- ECM 1 shall provide for the turnkey design, construction, operation, and maintenance of a new Biomass Cogeneration Facility (biomass plant) with a thermal output capacity of approximately 240,000 lbs/hr and a seasonal electrical generation up to 20 MW (nameplate capacity) to replace the existing D Area cogeneration plant.
- ECM 2 shall provide for the turnkey design, installation, operation, and maintenance of two 10,500 lbs/hr biomass-fueled steam boilers. One boiler will be in K-Area and the other will be in L-Area. The new boilers will replace the aging fuel oil-fired packaged boilers currently located in K-Area which supply steam to K- and L-Areas.

The specific operating parameters of each ECM will be as identified and agreed upon in the Revised Final Proposal, dated May 11, 2009, (hereinafter, the "Revised Final Proposal"). The Revised Final Proposal, including all Schedules and attachments thereto, is incorporated herein by reference.

C.2.3 Contract Requirements for ECMs

(a) Delivery Order Projects installed by the Contractor shall not do the following:

7. Increase water consumption; e.g., once through fresh water cooling systems (Note: evaporative cooling technologies may be considered where environmentally appropriate);

8. Result in an adverse effect upon the quality of the human environment; and,

9. Impose (i) increased or additional expenses on the installation in the long run (but energy-efficient in the short run), or (ii) less expensive (but also less efficient) equipment that will cost Savannah River Site (SRS) more in higher electricity bills than will be saved by the incremental price advantage of the less expensive equipment.

(d) The Government reserves the right to impose additional restrictions on ECMs in future delivery orders issued against the Contract.

C.3.2 Installed ECMs shall comply with the Standards of Service required for facilities as specified herein:

a. Permitting

- The Delivery Order is contingent on the Contractor obtaining any environmental permits required to begin construction under federal, state, and/or local law. The Contractor shall be required to comply with any applicable permitting requirements both during construction and the follow-on performance period.

b. ECM 1 - The Biomass Cogeneration Facility

- The D-Area replacement plant shall be designed and constructed to incorporate LEED features where feasible.

- The biomass plant shall provide steam at the appropriate temperature and pressure, as set forth in the Revised Final Proposal, to satisfy the steam requirements of all 200 Area facilities on a 24/7 basis, 365 days per year, except upon the occurrence and during the continuance of any event of force majeure. For purposes of this DO, the term "force majeure" means an extraordinary event or circumstance beyond the

control of the parties, such as a war, strike, riot, crime, or an event described by the legal term "act of God" (e.g., flooding, earthquake, volcano).

- The steam shall be delivered from the D-Area replacement plant at 385 psig .

- The steam not exported to meet site thermal requirements shall be extracted to generate electricity.

c. ECM 2 - K and L Area boiler systems

- The boilers located in the K and L Areas shall operate as required during the winter heating season each year, at which time the boilers shall provide sufficient quantities and pressures of steam, as set forth in the Revised Final Proposal, to satisfy the heating requirements in the respective K & L Areas.

- The steam shall be delivered from the K and L Area plants at 135 psig.

C.4 MEASUREMENT AND VERIFICATION (M&V) OF PERFORMANCE OF DELIVERY ORDER PROJECTS

The site-specific M&V Plan shall utilize the Federal Energy Management Program (FEMP)/International Performance Measurement & Verification Protocol (IPMVP) Guidelines for Federal Energy Projects (M&V Guidelines) as the basis for establishing project performance. The site-specific M&V Plan shall specify the M&V options(s) and method(s) that will be used for each ECM included in the Delivery Order.

The site-specific M&V Plan shall clearly demonstrate how the Contractor will monitor, measure, and verify plant production for each of the three (3) plants (D-Area replacement, K, and L) to ensure the guaranteed annual steam production is achieved for each Performance Period throughout the Delivery Order term.

The allocation of risks for plant performance between the SRS and the Contractor shall be fully addressed in the Risk Responsibility Matrix, which is attached to Revised Final Proposal

C.4.1 M&V Submittals During Delivery Order Development and Post Award

(e) The Annual M&V Report, prepared in accordance with the Contract, shall be delivered to the Agency Contracting Officer within one hundred twenty (120) days following the end of each Performance Period, and shall include data, measurements and calculations that prove performance, and demonstrates the

ECM achieves the guaranteed annual energy and energy-related cost savings in the Delivery Order. The Annual M&V Report shall also provide proof of performance in accordance with the original design and shall provide validation that maintenance has been performed as prescribed in the Revised Final Proposal. The contents of the Annual M&V Report should include ECM performance measurements, calculations and adjustments as applicable and agreed to in the site-specific M&V Plan.

C.4.2 Baseline Energy Use

Baseline energy use shall be the baseline defined, developed and documented by the Contractor using information and data provided by the Government and presented in the Revised Final Proposal. The Government will review, verify, and approve the baseline prior to Delivery Order award.

C.4.5 M&V Option and Method Required for Specific Project

The M&V option(s) and method(s) that will be used for each ECM will be described in the Contractor's Revised Final Proposal.

C.4.6 M&V Activities

The Contractor shall perform the following additional required M&V activities:

a. Determine baseline energy use, which may include site surveys, and short term or long term metering; analyze billing data and/or engineering calculations as defined in the M&V Guidelines; and, prepare a comparison of past steam consumption with the projections provided by the Government. The pre-installation baseline energy usage and post-installation steam requirements shall be based on data provided by the Government staff and shall remain fixed throughout the contract performance period unless adjusted by contract modification. The definition of pre-installation baseline should occur before the Delivery Order is awarded.

b. Perform acceptance testing as prescribed in the M&V Guidelines. Acceptance testing shall, at a minimum, prove that the systems are installed correctly, are performing as required for the particular installation, and are capable of providing the savings guaranteed by the Contractor.

C.5 INSTALLATION REQUIREMENTS FOR DELIVERY ORDER PROJECTS

Once negotiated and awarded, a delivery order is a fixed-price design/build energy project. Changes to meet design or performance requirements of the Delivery Order shall be at no cost to the Government. Changes in Contractor cost due to Government changes to Delivery Order requirements, concealed

conditions, material and equipment price increases caused by extraordinary market conditions, or Government caused delays will be negotiated as contract changes and may revise the Delivery Order term and/or the monthly payments.

C.5.1. Delivery Order Projects Installation Plan

c.

2.

Construction Drawings:
The Contractor shall prepare working drawings to represent graphically all work required to provide an operating facility. The drawings shall clearly depict sizes, shapes, dimensions, and relationships and shall include plans, sections, details, schedules, diagrams, and notes as necessary to construct the facility. The drawings shall be segregated by type of craft or contract discipline and shall be carefully coordinated with each other.

Structural Construction Documents:
The Contractor shall prepare detailed engineering, calculations and drawings for any structural support used in the project.

Mechanical/Plumbing Construction Documents:
The Contractor shall prepare detailed engineering, calculations and drawings as needed to establish the size, shape, dimensions, and capacity of the various elements involved to ensure proper clearances and location for all piping, support and equipment as necessary.

Electrical Construction Documents:
The Contractor shall prepare detailed engineering, calculations and drawings for the electrical supports as needed to establish the size, shape, dimensions, and capacity of the various elements involved to ensure proper location of electrical outlets, panels, and equipment appurtenances.

Construction Specifications:
The Contractor shall prepare, where construction is required, complete specifications, to complement and implement the construction drawings.

C.5.2 Design and Construction Standards

a. The design and construction package shall be certified by a registered engineer to assure compliance with applicable building codes and Federal agency design standards. The Delivery Order will specify site specific requirements of the design and construction package. Acceptance of the design and construction package by the Government shall not relieve the Contractor from responsibility for adequacy of its design and installation work.

b. Design documents will require both a preliminary and final review by the Agency. Moreover, in addition to the codes and standards required by the Contract, the following requirements shall be applicable to the Delivery Order:

- American National Standards Institute (ANSI)
- Code of Federal Regulations (CFR)
  - 29 CFR 1910 Occupational Safety and Health Standards
  - 10 CFR 435 Energy Conservation Voluntary Performance Standards for Commercial and Multi-Family High Rise Residential Buildings
  - 29 CFR 1926 Safety and Health Regulations for Construction
  - 10 CFR 851 DOE Worker Safety & Health Program
- National Codes and Standards for Engineering/Design Tasks Matrix for SRS, Rev. 17, 9/13/08. (Provided to the Contractor via e-mail on 2/01/2008) per the Final Proposal, Volume II, Appendix D.
- E-SPC-G-00040, 1/13/2006, Rev O - 13.8 kV Materials and Methods, Book 1 Requirements (Provided to the Contractor via e-mail on 11/08/2007) and E-SPC-G-00041, 1/20/2006, Rev O - 13.8 kV Materials and Methods, Book 2 Requirements (Provided to the Contractor via e-mail on 11/19/2007).
- SRS Engineering Design Standard 1120, SRS Fire Protection Design Criteria (Provided to the Contractor via e-mail on 4/03/2008).

c. Ameresco has been provided a copy of the Site Infrastructure Lessons Learned (LL) on the Operation of the A-Area Biomass Facility (SRNS-C1000-2009-00004, dated 20 January 2009). Ameresco shall review and consider the LL for utilization in the Delivery Order for the new D-Area Biomass construction project. Even though the technologies are somewhat different, these LLs describe numerous issues that could reoccur in some form or fashion in similar biomass projects.

d. Upon final approval and execution of the Delivery Order for the project, a Standards/Requirements Identification Document (S/RIDS) will be developed by the Contractor that captures how the Contractor's management and operations systems and procedures comply with relevant industry (consensus) codes and standards; applicable Federal, State, and local laws and regulations; applicable DOE Orders and other directives; and, other sources of relevant standards and guidance (e.g., international standards, established plant safety practices, etc.).

C.5.4 Environmental Protection

The Contractor shall also, without an increase in the Delivery Order's firm-fixed price, clean-up any oil spills, hazardous wastes, and/or hazardous materials resulting from the Contractor's operations, and such clean-up shall meet the requirements of any regulations, standards or procedures applicable to the federal facility where the work is conducted.

C.5.6 As-Built Drawings

Contractor shall establish and maintain a Document Control System per Contractor's management approach that includes current status and configuration control of all design drawings, specifications, and procedures. The basis of the design documents will be the final as-built drawings from construction.

C.6 OPERATION OF DELIVERY ORDER PROJECTS

The Contractor will be responsible for the operations of both ECM 1 and 2 up to the point of interconnection with the Savannah River Site utility distribution system and will maintain a 24 hour/7 day a week presence at the Savannah River Site during the performance period. The Government will retain operational responsibility of the utility distribution systems from the interconnection point as defined in the Revised Final Proposal.

Deficiencies caused by inadequate or improper operations, training, or oversight performed by the Contractor will be corrected by the Contractor at its expense and to the extent that such improper operations or oversight results in the failure of the Contractor to meet its level of guaranteed energy savings in the given performance year, the Government may withhold or reduce subsequent payments to the Contractor equal to such shortfall.

C.6.5 Biomass Risk Mitigating Factors

The Contractor's annual expense for biomass to fuel both ECMs shall be on a fixed price basis (paid monthly) in the amounts set forth on Schedule DO-3 under the caption "Other - Biomass Fuel ($)", which represents Ameresco's Biomass Expense, and is based on supplying approximately three hundred and twenty two thousand one hundred and eighteen (322,118) tons of biomass per year at a unit price of twenty four dollars and fifty cents ($24.50) per ton (in 2009 dollars) escalated thereafter at five percent (5%) per year. Ameresco fully assumes any biomass price risk and shall be responsible for supplying biomass for the ECMs at Ameresco's Biomass Expense in accordance with the following clauses (a) through (e), which have been agreed to by SRS as mitigating factors, but such clauses are in no way intended to shift the biomass price risk to SRS:

(a) Upon award of the Delivery Order, SRS and Ameresco will work to cause, to the extent permissible under applicable law, biomass located from the Savannah River Site to be made available for the ECMs in a manner consistent with the natural resource management of SRS provided such availability does not have a material adverse effect on timber sales operations. The biomass described in this paragraph (a) is hereinafter referred to as "Onsite Biomass."

(b) Ameresco shall establish an interest bearing Performance Period Escrow Fund (PPEF) to be held by a third party bank fiscal agent pursuant to which Ameresco's lender shall have a security interest and "control" as described in Section 9-104 of the Uniform Commercial Code and in which Ameresco will deposit or cause to be deposited:

(i) approximately four million six hundred thousand ($4,600,000) into the PPEF upon Government acceptance of both ECMs, provided such amount will be finalized upon Delivery Order award, approval by Ameresco's lender and locking the project's interest rate;

(ii) provided that Ameresco receives a sales tax exemption certificate from the State of South Carolina and upon Government acceptance of both ECMs, the projected sales tax reserve of approximately four million six hundred thousand dollars ($4,600,000);

(iii) net energy and operating savings, if any, during construction that result from the early acceptance of ECM 2; and

(iv) any cost savings related to the use of Onsite Biomass determined by taking the product of (A) the positive difference, if any, between the stipulated unit price per ton of biomass used to calculate Ameresco's Biomass Expense less the actual or imputed unit cost incurred by Ameresco for such Onsite Biomass multiplied by (B) the amount of Onsite Biomass, in tons, delivered to the Biomass Cogeneration Facility's weighing scale.

The intended purpose in establishing the PPEF is to mitigate biomass price risk. Therefore, all funds in the PPEF shall be available in accordance with this DO for (X) Ameresco to purchase biomass or to pay a fee to fix the price of biomass, subject to the Agency contracting officer's and Ameresco's lender's prior consent, such consent not to be unreasonably withheld; provided the cost savings related to purchasing biomass or any fee related to fixing the price of biomass is deposited by Ameresco into the PPEF when realized and (Y) Ameresco to withdraw funds, subject to the Agency contracting officer's and Ameresco's lender's prior consent, such consent not to be unreasonably withheld, when Ameresco's actual biomass cost exceeds Ameresco's Biomass Expense.

The PPEF will also be available to the Government to buyout the Delivery Order by paying the applicable termination amount set forth on Schedule DO-5(a), as negotiated. All monies remaining in the PPEF at the expiration or termination of the Delivery Order will be transferred to the Government as directed by the Agency Contracting Officer.

(c) To the extent that Ameresco's actual cost of biomass makes the production of steam for electric generation uneconomical, Ameresco may reduce the production of steam from the Biomass Cogeneration Facility; provided, however, that prior to reducing the production of steam, the following shall have occurred (i) Ameresco will have maximized the use of Bioderived Fuels (BDF) to the extent reasonable, (ii) Ameresco shall have exhausted all funds available to it from the PPEF and (iii) Ameresco will have exhausted all Onsite Biomass provided to it following Ameresco's requests for additional Onsite Biomass; provided further, however, that such production is not less than SRS' minimum thermal (steam) requirement as set forth on Table 1.6 of the Revised Final Proposal herein under the caption "SRS Export Steam Load (k-lbs/yr)." Should Ameresco make the decision to reduce steam production, sixty (60) days prior notification will be provided by Ameresco to the Agency contracting officer to allow the SRS Dispatcher to coordinate with South Carolina Electric & Gas ("SCE&G") to safely assume the additional load on its electrical generation system. Any resulting reduction in Ameresco's Annual Steam Guarantee ("ASG") will be reflected in the Annual M&V Report and Ameresco will be responsible for any shortfall in annual savings and, without duplication, any additional penalties due and payable to SCE&G (e.g., any ratchet charges) in accordance with the Revised Final Proposal and the BAMF Contract.

(d) To the extent that Ameresco's cumulative actual cost of biomass exceeds the cumulative cost of Ameresco's Biomass Expense, at the end of the final year of the performance period, the parties agree to extend the term of the Delivery Order to the later of (i) one year or (ii) until such time as its cumulative actual cost of biomass equals its biomass payments; provided such extension in (i) or (ii) does not exceed statutory term limitations.

(e) Ameresco, upon ninety (90) days prior written notice to the agency contracting officer, may buyout the Delivery Order by paying to its lender the sum of the columns labeled "Outstanding Principal Balance" and "Lender's Termination Premium" on Schedule DO-5(a) for the month corresponding to the effective date of such buyout (the "Buyout Amount"). Upon consummation of Ameresco's buyout of the Delivery Order, all (i) payment obligations of the Government under the Delivery Order shall cease, except for amounts owing to Ameresco which remain unpaid and (ii) performance obligations of Ameresco under the Delivery Order to the Government shall cease, except for any savings shortfalls owed to the Government for Ameresco's failure to perform prior to such buyout. The foregoing notwithstanding, Ameresco agrees that it will, at the Government's option upon the buyout of the Delivery Order, continue to provide operations and maintenance (but excluding biomass supply) under a separate agreement and on the same terms, conditions, pricing and duration as set forth in the delivery order.

Ameresco may produce steam in excess of its ASG ("Excess Steam") to generate "green" electricity for the benefit of SRS, subject to the contracting officer's approval. In such event, any resulting savings above Ameresco's ASG will be reflected in the Annual M&V

Report and the Government will compensate Ameresco for its incremental biomass expense together with mutually negotiated markup in accordance with the Revised Final Proposal. Ameresco will submit an invoice to the Government upon its submission of the Annual M&V Report describing the amount of Excess Steam produced and the incremental biomass expense incurred in connection with the production of Excess Steam.

C.6.6 Performance Period Escrow Fund

The Contractor shall establish the PPEF as a mitigation strategy for dealing with the risk of unplanned future biomass price increases.

C.6.6.1 Account Setup

Subject to the Government's acceptance of the commercial operation of the ECMs, the Contractor shall direct its lender to deposit an amount equal to $9,200,000, as defined in paragraph C.6.5(b), directly into the PPEF for the benefit of the Government. These funds shall not include any Contractor mark-up or expenses. The PPEF shall be held by a third party bank fiscal agent (aka Escrow Agent) acceptable to the Contractor and Agency Contracting Officer, and amounts on deposit in the PPEF shall be invested in Permitted Retention Accounts (defined hereafter in Section C.6.6.5) and such amounts on deposit shall accrue any gains or losses (including interest as applicable) from such Permitted Retention Accounts. The Contractor and the Government shall mutually agree on who shall serve as the Escrow Agent.

C.6.6.2 Authorized Costs and Withdrawals

(a) In the event that the Contractor's actual biomass costs in any performance period exceed the planned biomass costs for that performance period as set forth on the Schedule DO-3, the Contractor will provide written notice and validated data to the Agency Contracting Officer. Such notice shall include the annual biomass costs set forth in the Delivery Order, actual biomass cost to date, and the projected biomass cost for the remainder of the performance period, if applicable. Should actual biomass costs exceed the biomass cost shown on Schedule DO-3 before the end of the performance period, the Contractor shall continue to produce steam for both thermal and electrical production until receiving direction to the contrary from the Agency Contracting Officer. Upon notification from the Contractor that its actual biomass costs have exceeded Schedule DO-3 projections, the Agency Contracting Officer will within ten (10) business days, based on adequate supporting documentation provided by the Contractor, authorize the transfer of funds directly from the PPEF to the Contractor as payment for its additional costs incurred above the amounts shown on Schedule DO-3.

(b) The Contractor, on behalf of the Escrow Agent, will submit written requests to the Agency Contracting Officer for approval of reasonable administrative fees and

expenses resulting from the establishment and management of the PPEF. The Escrow Agent is not authorized by the Agency Contracting Officer to pay itself for such administrative fees and expenses directly from the PPEF. Rather, the Escrow Agent shall submit an annual statement to the Agency Contracting Officer for consideration of payment. Such statement must be accompanied by supporting documentation substantiating the fees and expenses. Any allowable and allocable administrative fees and expenses due the Escrow Agent must come out of energy savings to the extent not covered by interest earnings on the PPEF.

C.6.6.3 Annual Reporting

The Contractor will cause the Escrow Agent to track the escrow balance and to issue to the Agency Contracting Officer both an annual written statement and a quarterly written report showing the activity for the PPEF for that period. The annual written statement shall be updated and submitted to the Government as part of each Annual M&V Report. The Contractor and the Government both retain the right to conduct an audit of the PPEF for a period of two (2) years beyond the termination or expiration of the Delivery Order.

C.6.6.4 Account Closeout

The Contractor will provide or will cause the Escrow Agent to provide written notice to the Agency Contracting Officer after such time that the PPEF balance is expected to exceed the amount necessary for termination of the Delivery Order in accordance with the Schedule DO-5(a). Upon receipt of such notice, the Agency Contracting Officer may (a) instruct the Contractor to apply the balance of the PPEF toward termination of the Delivery Order, (b) apply the remaining balance to an additional delivery order, or (c) any combination of (a) and (b) above, as applicable. The Contractor shall be required to bring the PPEF to a zero balance at the end of the Performance Period. Upon written request by the Contractor, the Agency Contracting Officer will review for approval any such additional instruments, documents, and certificates as the Contractor may reasonably request to reduce the PPEF to a zero balance and return unused funds to the Government.

C.6.6.5 Permitted Retention Accounts

Permitted Retention Accounts means the following in the order indicated:

(a) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, which at the date of acquisition have a rating by Standard and Poor's Ratings Services of either "AAAm-G", "AAAm" or "AAm". If such are not available, then:

(b) Time deposits of any United States depository institution or trust company having capital and surplus of more than $100,000,000 incorporated under the laws of the United States or any state thereof and subject to supervision and examination by federal and/or

state banking authorities, provided that the unsecured short-term debt obligations of such depository institution or trust company at the date of acquisition thereof have been rated "A-1" by Standard & Poor's Ratings Services or "P-1" by Moody's Investors Service. If such are not available, then:

(c) Commercial paper which is rated at the time of purchase "A-1" by Standard & Poor's Ratings Services and "P-1" by Moody's Investors Service, and which matures not more than 270 days after the date of purchase. If such are not available, then:

(d) Bills, notes, bonds or other obligations which as to principal and interest constitute direct obligations of the United States of America.

C.7 PREVENTATIVE MAINTENANCE OF DELIVERY ORDER PROJECTS

The Contractor shall be responsible for the maintenance of all installed ECMs up to the point of interconnection with the SRS utility distribution system. Deficiencies caused by inadequate and/or improper maintenance performed by the Contractor will be corrected by the Contractor at its expense, and to the extent that such inadequate and/or improper maintenance results in the failure of the Contractor to meet its level of guaranteed energy savings in the given performance year, the Government may withhold or reduce subsequent payments as set forth in Section G.4 of the BAMF contract. The Government will retain maintenance responsibility of the utility distribution systems from the interconnection point as defined in the Revised Final Proposal.

C.8 REPAIR OF DELIVERY ORDER PROJECTS

The Contractor shall be responsible for the repair of all installed ECMs for the contract performance period. The Government will retain responsibility for repairs of the utility distribution systems from the interconnection point as defined in the Revised Final Proposal.

C.9 CONTRACTOR MAINTENANCE AND REPAIR RESPONSE TIME

The Contractor will be responsible for operations and maintenance of the Biomass plants up to the point of interconnection with the SRS utility distribution system and will maintain a 24 hour/7 day a week presence at the SRS during the performance period. The Contractor will be responsible for responding to, in a timely manner as determined by the Agency Contracting Officer, all work requests for repairs to the Contractor-operated systems and providing access to any subcontractors required to support the work.

C.10.1 Operations and Maintenance Manuals

The Contractor shall be responsible for operating the biomass plants for the Contract performance period. As part of the operational and maintenance responsibility, the Contractor shall establish and maintain a Document Control System that includes current

status and configuration control of all design drawings, specifications, and procedures, to include operations & maintenance manuals and recommended spare parts. The Contractor will be responsible for replenishing all spare parts and operating the facility in a safe manner in accordance with manufacturer's recommendations.

C.11 GOVERNMENT PROJECTS

If a Government project negatively impacts the determination of annual energy savings, then a baseline adjustment will be negotiated and incorporated into the Delivery Order by modification.

C.12 AVAILABILITY OF UTILITIES

During the performance period, the Government will furnish to the Contractor's site, at no cost to the Contractor, the non fuel utilities required for the Contractor to complete the tasks required by the Delivery Order.

The Contractor shall provide all materials and supplies necessary to perform the work as specified in the Delivery Order. Materials and supplies provided shall be of acceptable industrial grade and quality, and in compliance with any applicable standards (see Section C.5.2). All such materials and supplies must be compatible, and operate safely within design parameters of existing systems equipment.

The Government, with assistance of the Contractor, will develop procedures for acceptance and turnover of certain utilities and/or improvements installed by the Contractor that will be maintained by the Government during the life of the project.

C.14 SALVAGE

The scope of this project is to build 3 new biomass plants. Only minor quantities of salvage material are expected and disposition will be coordinated with existing Site procedures.

C.15 ASBESTOS AND OTHER HAZARDOUS MATERIALS

The scope of this project is to build 1 new biomass plant and two new biomass-fueled steam boilers at locations that do not contain asbestos or other hazardous materials. Should hazardous materials or asbestos be identified after award, the Contractor shall immediately stop work, take measures to reduce the Contractor or building personnel contamination, and immediately notify the Agency Contracting Officer of the hazardous materials and/or asbestos condition and location. The Government shall then either:

(a) Remove and dispose of the hazardous materials and/or asbestos itself, by its own personnel or by separate contract award; or

(b) Give the Contractor the option of either a Delivery Order modification for removing and disposing of the hazardous materials and/or asbestos at its expense, via a renegotiation of either the guaranteed savings and Contractor payments for the project and/or of the Delivery Order project term, or by separate award for the effort. If the Contractor performs the effort, it shall be required to remove the hazardous materials and/or asbestos in the manner agreed upon by the parties, and any equitable adjustment necessary due to the change to or elimination of the ECM involved shall be handled as a Delivery Order modification.

C.16 DISPOSAL

In addition, hazardous material and PCB handling and disposal, if it is or becomes the responsibility of the Contractor in the Delivery Order award, shall be handled as follows:

C.16.1 Hazardous Material Handling and Disposal:

All shipping manifests for hazardous waste must be signed by the authorized Federal personnel for the project site, as well as by the Contractor prior to transfer off-site. The Federal agency's generator number will be entered on the manifest. The Contractor may have to apply for an EPA ID # to dispose of hazardous waste/material and/or PCBs.

C.16.3 Asbestos:

All asbestos abatement activities shall meet the requirements set forth in CDHPE Air Quality Control Commission Regulation 8 Part B – Asbestos and 29 CRF 1926.1101 Asbestos as of the date of the Delivery Order.

C.17 SAFETY REQUIREMENTS

The Contractor shall ensure that all work performed under the Delivery Order is performed in accordance with the Department of Energy's "Worker Safety and Health" rule codified at 10 CFR 851 and the Savannah River Site Safety Management Plan dated as of the date of the Delivery Order. The Contractor is subject to all applicable procedures for investigating violations, enforcing compliance with requirements, and assessing civil penalties as defined in 10 CFR 851. The Contractor shall be responsible for full compliance (inclusive of its Subcontractors) with all applicable worker safety and health standards in their approved Worker Safety and Health Plan. The Worker Safety and Health Plan (WSHP), a written Construction Safety and Health Plan (CSHP), and a hazard analysis shall be prepared and approved by DOE prior to the start of work on the project. Reference 10 CFR 851, App. A.1.

C.18 GOVERNMENT FURNISHED PROPERTY AND CONTRACTOR FURNISHED MATERIAL

Government-Furnished Property

As part of the scope of work for this project, the Contractor will provide the design and install a Government furnished capacitor bank in Substation 151-1L. The capacitor bank was removed from Substation 151-2P during demolition and has been relocated to Substation 151-1L.

Prior to the startup of operations, the DOE, US Forest Service, and Ameresco will investigate the possibility of coordinating with the USFS to identify forested acreage located on site within the boundaries of the SRS. The objective would be to identify dedicated biomass resources to provide the ESCO and the Government with some level of mitigation against the risks of unplanned biomass price increases. The parties may be able to maximize the use of woodwaste not currently being collected, as well as biomass resources available from thinning operations, and residue from logging activities. Additionally, if possible, the parties will work together in developing contract provisions for inclusion in US Forest Service Savannah River Site timber sales contracts that could possibly allow woody biomass, thinnings, residue, etc. and any other by-products of prudent forest management practices to be utilized to the maximum extent practical without negatively impacting timber sales revenues and the USFS operating budget.

C.19 FIRE PREVENTION

The Contractor shall ensure that its employees know how to activate a fire alarm. The Contractor shall observe all requirements for handling and storing combustible supplies, materials, waste and trash. Contractor employees operating critical equipment shall be trained to properly respond during a fire alarm or fire in accordance with the applicable SRS fire prevention procedures, rules or regulations. The Contractor shall obtain all required welding permits prior to any welding. The Government point of contact for welding permits is: David Boyll at phone number: 803-952-8000.

C.20 UTILITY OR SYSTEM BENEFIT FUND ENERGY EFFICIENCY/RENEWABLE PROJECT FINANCIAL INCENTIVES

The Contractor shall be responsible for (i) determining the source, value, and availability of any applicable financial incentives to the project offered by the local utility serving the facility and/or the state in which the facility is located, and (ii) whether the value of the incentives exceeds the administrative costs to be incurred by the Contractor or the Government in acquiring such incentives.

The Contractor shall (i) coordinate with the Agency Contracting Officer in the preparation of any and all documentation necessary to apply for any such financial incentives and (ii) effectively apply such incentives to the project.

C.21 SECURITY REQUIREMENTS

(a) **Passes and Badges**: All Contractor and subcontractor employees shall obtain employee and vehicle passes and badges as required for accessing the project site. The Contractor will be responsible for coordinating badges and visitor passes with

the SRS Badge Office. The Badge Office hours of operation are normally 6:30 AM to 4:00 PM Monday through Thursday, and 6:30 AM to 3:00 PM on Friday. The Contractor shall, prior to the start of on-site work, submit to the Agency Contracting Officer, or the Agency Contracting Officer's designated representative, an estimate of the number of employees expected to be utilized at any one time on the Delivery Order. The Government will then issue the necessary badges without charge. When an employee leaves the Contractor's service, the employee's badge shall be returned within ten (10) days. It will be the Contractor's responsibility to return all employee and subcontractor badges to the badge office. The Contractor will be responsible for coordinating passes for visitors and vendor/delivery personnel.

(b) **Contractor Vehicles**: Each Contractor owned onsite vehicle shall display the Contractor's name such that it is clearly visible. Contractor vehicles shall, at all times, display a valid state license plate. In addition, all vehicles entering the SRS are subject to random inspections. As part of the inspection process, drivers must have in their possession a valid driver's license, vehicle registration, and proof of insurance. The Government may issue vehicle passes as it determines necessary, and such vehicle passes shall also be displayed so as to be clearly visible.

(c) **Vendor Deliveries:** Throughout the implementation and performance period of the project, equipment, material, and other supplies will be required to be delivered to the project sites. The procedure at SRS currently is to have all medium to large vehicles enter the Site through Barricade #2 (Aiken Barricade). The Aiken barricade has a camera system that all trucks must pass through. All large trucks will be directed through the right lane to access the camera inspection equipment. If more than 5 trucks are in the right lane, the Security force will open up an additional lane that does not have a camera. Explosive sniffing dogs will be available from 7:00 AM to 3:00 PM and will be used to inspect the trucks since no camera is available in the additional lane. Vendors that will be providing recurring deliveries over a long period of time, i.e. ready mix concrete or supplies, that are under a subcontract with the Contractor, can obtain a one-year maximum SRS badge for their regular drivers. Other vendor and delivery vehicles will need to obtain a visitor or vendor pass prior to entering the Site. The Contractor will be required to coordinate badging for all vendors and visitors. Vendor deliveries from drivers without a Site badge will need to have a project person meet the driver at the gate and escort them in and out of the Site. If a driver has an SRS photo badge he/she can proceed on his/her own. All vendor delivery vehicles must meet all Department of Transportation (DOT) requirements.

(d) **Biomass and Tire Deliveries:** There will be deliveries of biomass and other BAMF fuel scheduled daily, Monday through Friday (normal operations), throughout the nineteen year performance period. It is estimated that up to 60 trucks may enter and depart the C and Burma Road location each day, five days per week. It is anticipated that deliveries will be accepted from 7:00 AM to 7:00 PM although the exact hours may vary by season and/or supplier. Acceptable

delivery hours will be established with each biomass supplier. Following meetings with SRS personnel, the Contractor has agreed to minimize the number of deliveries departing the site at the C Road traffic signal from 6:30 to 8:30 AM to accommodate arriving SRS personnel turning left at that traffic signal. It is anticipated that biomass delivery vehicles will be permitted to enter and depart the SRS reservation at any of the available (open) gates and not be limited to just the Aiken and Jackson Barricades.

(e) **Contractor Access to Buildings**: The scope of the Delivery Order is to design, construct, and operate the biomass plant and the two biomass-fueled steam boilers that are located on separate sites at SRS. It is not anticipated that the Contractor will be required to access other site buildings to perform the scope of work. If it becomes necessary for the Contractor to access other facilities, the following requirements will be applicable:

1. It shall be the Contractor's responsibility, through the Agency Contracting Officer or the Agency Contracting Officer's Representative (COR), to obtain access to buildings, as necessary, and arrange for the buildings to be opened and closed as follows:

   i. For minor work of two hours or less in duration, the Contractor shall contact the building manager and security organization.

   ii. For major work, defined as work in excess of two hours in duration, and/or work that will create dust or noise, the Contractor shall contact the Agency Contracting Officer or the Agency COR at least one week in advance of the start of the work. The Contractor must provide a description of the work, the number of workers required, and duration of the work.

2. Keys may be issued to the Contractor; however, it shall be the Contractor's responsibility to make adequate arrangements for security of the building at the end of each work day. The Contractor shall be responsible for the cost of replacing any keys that are furnished to and lost by its employees. If the Agency Contracting Officer or the Agency COR decides that a lock must be replaced because of the loss of a key by the Contractor's employee(s), the Contractor shall pay the cost of that replacement. Similarly, the Contractor shall pay the cost of changing a combination if the Agency Contracting Officer or the Agency COR has reasonable cause to assume that the combination has been compromised.

3. Access to tenant spaces must be scheduled with the Agency Contracting Officer or the Agency COR at least ten (10) days in advance, unless otherwise indicated in the Delivery Order. Notice must include names of employees to be admitted, expected arrival time, and visit duration.

(f) **Contractor Access to Secure Areas**: Certain areas of a project site may require that the Contractor and its employees have an escort, and/or place limits on the days and times that the Contractor and its employees may work in these areas. If access to secure areas is required, the Contractor will coordinate with the CO or the COR.

C.22 WORK SCHEDULE REQUIREMENTS

The Contractor shall arrange its on-site work so that it will not interfere with normal Government business. The Contractor shall develop a schedule of normal working hours for all on-site work performed from Delivery Order award through implementation. In the event the Contractor plans to change the schedule of normal working hours, prior notification shall be provided to the Agency Contracting Officer or the Agency COR .

In accordance with the current Agency Contracting Officer/Mr. Hamlett's e-mail of Jan 10, 2008, there are no restrictions on the number of hours per day or week that work can be performed under this Delivery Order; therefore, the project has been bid and priced to allow subcontractors to work 50 to 60 hours per week, including Saturdays, Sundays, and holidays if desired.

D.4 DELIVERY AND STORAGE

Specific requirements for delivery and storage of construction materials will be determined by the Contractor prior to start of construction. Adequate storage areas for construction materials and equipment will be provided in the vicinity of the project site. The Contractor will be responsible for establishing lay down yards within the project footprint identified in Site Use Permit, SU-07-18-O: New Biomass Steam Facility, dated October 22, 2007.

E.4 INSPECTION AND ACCEPTANCE OF INSTALLED ECMs

The scope of the Delivery Order is to design, construct, and operate the biomass plant and the two biomass-fueled steam boilers that are located on separate sites at SRS. The Contractor will be responsible for insuring that all work conforms to the Revised Final Proposal.

The following additional general inspection and acceptance requirements shall apply to the project:

(e) The Contractor shall arrange for the inspection of construction work and construction oversight to verify that the ECM equipment and/or system modifications are properly supplied as designed and specified, and installed in accordance with the approved installation plan, all applicable codes and standards, specifications and in a manner that will provide the intended long-term function, energy savings, and performance of the equipment. (See the requirement for Building Commissioning in paragraph C.5.7.) Any monitoring and verification of

equipment and systems installed shall be consistent with requirements defined in the approved site-specific M&V Plan. The Government will conduct an independent Readiness Assessment ("RA") during the commissioning process to review the Contractor's inspection program noted above, operational procedures, and other documentation to insure that the plants are ready to operate safely and meet design requirements. The Agency COR may, at his option, witness any start-up and testing of the boilers and/or the biomass plant operations.

(f) The Agency Contracting Officer will accept each ECM's installation in writing, as substantially complete for purposes of paying Contractor submitted invoices in accordance with Section G.3.(a), upon the earlier of (i) beneficial use of the ECM or (ii) satisfactory closeout of RA findings and upon receipt of all other required deliverables.

F.1 PERIOD OF PERFORMANCE OF INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT AND DELIVERY ORDERS

The Contractor shall be required to commence work within 30 days after a notice to proceed is received from the Agency Contracting Officer. The Contractor shall then prosecute the work diligently and complete the installation of all ECMs in accordance with the Schedule established in the Contractor's Revised Final Proposal as incorporated into the Delivery Order.

The Contractor shall be required to provide written notification to the Agency COR upon completion of each major milestone. The COR will provide written acknowledgement to the Contractor and Agency Contracting Officer that such major milestone has been completed or take exception to such notification and provide the basis for such exception. Ameresco shall develop and submit a milestone schedule for Government approval prior to beginning construction.

F.1.3 DELIVERY ORDER TERM

The term of the Delivery Order shall not exceed 25 years. The Delivery Order term shall be as proposed in the Contractor's Revised Final Proposal and agreed upon by the Government.

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance for the Delivery Order is Savannah River Site, P.O. Box A, Aiken, SC 29802.

F.3 DELIVERABLES

Deliverables shall be in accordance with the Reporting Requirements Checklist included as Attachment 2 in Section J of this DO RFP.

G.1 CONTRACT ADMINISTRATION FOR THE GOVERNMENT

1. Agency/Installation Contracting Officer (CO): The CO for the Delivery Order is Steve Hamlett, telephone (803) 952-6448; fax number: (803) 952-9452 e-mail: robert.hamlett@srs.gov. The Agency CO is the focal point for all matters regarding this Delivery Order except technical matters.

2. Agency Contracting Officer's Representative (COR): The Delivery Order COR for this project is Patrick Burke 803-952-8488; e-mail: patrick.burke@srs.gov. The Contractor shall use the Agency COR as the focal point for all technical matters related to the Delivery Order.

G.2 INVOICING INSTRUCTIONS

The Contractor shall submit invoices in accordance with the specific instructions provided in the Delivery Order. These instructions will include invoice format, invoice contents and any required attachments or enclosures, submission and addressing instructions, etc.

1. Method of Payment. Payment will be made by electronic funds transfer through established procedures in place at the time of the start of the performance period for the project.
2. Payments. The SRS approving official will approve the invoice, unless the billing is incorrect, and submit for payment to be made to the Contractor not later than 30 days after the invoice request is received.

G.3 START OF INVOICE SUBMITTALS FOR DELIVERY ORDER PROJECTS

(a) The Contractor may submit invoices for payment with respect to an ECM when the Government assumes beneficial use of such ECM, which is defined as assumption of the steam and electrical loads from the existing facilities. The revision to this section does not relieve the Contractor of its requirement with respect to the satisfactory closeout of RA findings and upon receipt of all other required deliverables necessary for the Government to issue its Acceptance of an ECM.

(b) The frequency of payments from the Government to the Contractor shall be set forth on Schedule DO-5a such that (i) Debt Service payments will be paid annually after submission of an invoice on April 1 of each year and (ii) Performance Period Expenses will be paid monthly on the first day of each month in an amount equal to one-twelfth (1/12) of the Total Performance Period Expenses due for each Performance Period.

H.14 WAGE DETERMINATIONS AND DAVIS BACON WAGE RATES

In the performance of Delivery Order projects issued against the Contract, the Contractor shall comply with the requirements of any applicable U.S. Department of Labor Wage Determination(s) and Wage Rates which may be issued, or are otherwise applicable relative to the project. A copy of the current Davis Bacon Wage Rates applicable for the construction phase of this SRS project are included in Section J as Attachment 1. Once construction of an ECM is complete and accepted by the Government, the applicable Service Contract Act Wage Determination will be incorporated into the Delivery Order prior to Ameresco assuming Operations and Maintenance responsibilities.

H.19 TITLE TO AND RESPONSIBILITY FOR CONTRACTOR-INSTALLED PROPERTY

(a) Title to all equipment installed by the Contractor shall be vested with the Government after acceptance by the Government of the commercial operation of such ECM and the Government will self-insure all such Contractor-installed equipment throughout the Delivery Order term for the Total Amount Financed as shown on Schedule DO-3. This acceptance shall not relieve the Contractor's responsibility for ECM performance. The Contractor will be responsible for operating and maintaining all ECMs throughout the Performance Periodas set forth in the Revised Final Proposal. If such Contractor-installed equipment is damaged or destroyed, for reasons beyond the control and without the fault or negligence of the Contractor, such as events of force majeure, the Government shall have the option to (i) terminate the Delivery Order (either in part or in whole) and hold the Contractor harmless for the savings and performance associated with the damaged or destroyed equipment for the remainder of the term, (ii) pay the Contractor, by separate contract action to repair or replace the damaged or destroyed equipment and continue making its scheduled payments to the Contractor, or (iii) repair or replace the damaged or destroyed equipment at its cost and continue making its scheduled payments to the Contractor. For purposes of this DO , the term "force majeure" means an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, or an event described by the legal term "act of God" (e.g., flooding, earthquake, volcano). If the repair/replacement work is performed by any party other than the Contractor, a commissioning of the repair/replacement work must be conducted, witnessed and approved by both the Government and the Contractor. This requirement is necessary for the Contractor to continue to guarantee the related energy savings in accordance with the Revised Final Proposal.

(b) The Government acknowledges that, with respect to the ECMs, the Government is obligated to accept delivery thereof pursuant to the contract upon satisfaction of the conditions thereto. After acceptance by the Government of the installed ECMs and vesting of title with the Government to the equipment installed by Ameresco, the Government agrees that there shall be no withholding, reduction or setoff by the Government in the payment of the specific amounts as set forth in the row labeled "TOTAL DEBT SERVICE" on Schedule DO-3 as a result of (i) any termination for default, in whole or in part, pursuant to FAR Clause 52.249-8 (Default-Fixed Price Supply and Service) by the Government of the Performance Period (as defined in Modification M005 to Contract No. DE-AM36-02NT41457, Section J, Attachment 1)

portion of the contract, or (ii) any costs assessed against Ameresco pursuant to FAR Clause 52.246-4 (Inspection of Services-Fixed Price).

In the event of any termination for default, in whole, of the Performance Period portion of the contract, the Government may elect to, but in no way is obligated or required to, buyout the Ameresco installed equipment by paying the sum of the columns labeled "Outstanding Principal Balance" and "Lender's Termination Premium" on Schedule DO-5(a) for the month corresponding to the effective date of such termination (the "Buyout Amount"). In the event of such an election by the Government, the Government agrees that, with respect to the Buyout Amount, there shall be no withholding, reduction or setoff by the Government in the payment thereof.

In the event of any termination for default, in whole or in part, of the Performance Period portion of the contract pursuant to FAR Clause 52.249-8 (Default-Fixed Price Supply and Service) or assessment of costs against Ameresco pursuant to FAR Clause 52.246-4 (Inspection of Services-Fixed Price), the Government reserves the right to exercise any and all of its rights and remedies against Ameresco (including any and all rights to recover excess reprocurement costs that the Government may incur as a result of Ameresco's default and/or Ameresco's failure to perform the Performance Period portion of the contract), except for the withholding, reduction or setoff restrictions expressly provided for herein.

H.20 NOTICE OF PAYMENT AND PERFORMANCE BOND REQUIREMENTS

Payment and Performance bonds are required to be submitted by the Contractor to the Agency Contracting Officer.

H.32 PROTECTION OF FINANCIER'S INTEREST

During the implementation period and prior to title to the ECM equipment vesting in the Government, the Government agrees to subordinate any security interest it may have in any Contractor installed ECM equipment to Ameresco's lender, and grants such lender a first priority security interest in the ECM equipment. Upon the Government's acceptance of each ECM, the Contractor shall cause its lender to release its security interest in such ECM equipment and to deliver evidence of such to the Agency Contracting Officer

All cure or show cause notices of default will be mailed by the Government to the Contractor's assignee, as set forth in the Notice of Assignment delivered to the Agency Contracting Officer, at least 15 days in advance of any termination of this Delivery Order for default. The Government will consider requests by such assignee to extend the applicable cure or show-cause response period so long as such cure is being diligently pursued.

PART II, SECTION I CONTRACT CLAUSES

Applicable clauses in the FEMP BAMF IDIQ Contract, DE-AM36-02NT41457, are incorporated in the Delivery Order by reference.

SECTION J LIST OF ATTACHMENTS

Attachments	Title
1.	Ameresco Revised Final Proposal, Dated 11 May 2009
2.	Reporting Requirements Checklist for Delivery Orders
3.	Wage Determinations – Davis Bacon Act Wage Rates applicable for the Savannah River Site