

NOT SPECIFIED /OTHER

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 001		3. EFFECTIVE DATE 01/11/2010		4. REQUISITION/PURCHASE REQ. NO. 10EM000855	
5. PROJECT NO. (if applicable)		6. ISSUED BY CODE 00901 Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802		7. ADMINISTERED BY (if other than Item 6) CODE 00901 Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	
8. NAME AND ADDRESS OF CONTRACTOR (Firm, Street, Suite and ZIP Code) AMERESCO FEDERAL SOLUTIONS, INC. Attn: KEITH A. DERRINGTON 1920 MIDPARK ROAD SUITE C KNOXVILLE TN 379215955		(u)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 196975957		FACILITY CODE		9B. DATED (SEE ITEM 11)	
				X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AM36-02NT41457 DE-AC09-09SR22572 10B. DATED (SEE ITEM 13) 11/30/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 9 and 10, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the specified hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

11. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.243-4 -- Changes
	D. OTHER (Specify type of modification and authority)

8. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 1 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

Tax ID Number: 62-1376739

DUNS Number: 196975957

Subj to Retent: N

LIST OF CHANGES:

Modification #001



Biomass ESPC Delivery Order

DE-AC09-09SR22572

A. Modification #001 is hereby bilaterally issued to Delivery Order DE-AC09-09SR22572 for the following purposes:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 5A or 10A, as heretofore changed, remains unchanged and in full force and effect.

18A. NAME AND TITLE OF SIGNER (Type or print) KEITH DERRINGTON, EXEC. VICE PRES.		18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert S. Hamlett	
18B. CONTRACTOR/OFFEROR 	18C. DATE SIGNED 01/14/2010	18B. UNITED STATES OF AMERICA 	18C. DATE SIGNED 01/14/2010

NSN 7540-01-152-8070  
Previous ed. Con unrec'd

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

NOT SPECIFIED /OTHER

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-AM36-02NT41457/DE-AT09-099R22572/001	PAGE 2	OF 3
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NAME OF OFFEROR OR CONTRACTOR  
AMERESCO FEDERAL SOLUTIONS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(1) Incorporate FAR Clause 52.222-54, titled "Employment Eligibility Verification, (2) incorporate FAR Clause 52.227-14, titled "Rights in Data--General, as modified by DEAR Clause 927-409, (3) incorporate the completed Assignment of Claims/Notice of Assignment, (4) incorporate the updated Checklist/Schedule of Post-Award Reporting Requirements and Submittals, and (5) change the Contracting Officer Representative to reflect James Demass.</p> <p>B. Section I, Contract Clauses: FAR Clause 52.222-54, titled "Employment Eligibility Verification, is hereby incorporated by reference into the delivery order".</p> <p>C. Section I, Contract Clauses: FAR Clause 52.227-14, titled "Rights in Data--General" as modified by DEAR Clause 927-409, is hereby incorporated into the delivery order in full text and is included as an attachment to this modification.</p> <p>D. Incorporate an Ameresco requested assignment of claims into the delivery order. Remittance Block 17b of the Standard Form 1449 Order is considered checked and the below address/information is added by this action. The notary public signed and contractor approved Notice of Assignment is included as an attachment to this modification. In accordance with the Notice of Assignment, payments due under this order shall be made to the account listed below:</p> <p>Bank Name: The Bank of New York Mellon 101 Barclay Street, Floor 4 West New York, NY 10286 Account No: 8900267690 ABA Routing No: 021-000-018 Reference: Savannah River ESPC Account Name: Savannah River ESPC - Collection Account Attn: Jared Fischer, (212) 815-8139 Cage Code: 44827</p> <p>E. Section J, List of Attachments: Replace Attachment #2 "Requirements Checklist" with the attached "Checklist/Schedule of Post-Award Reporting Requirements and Submittals". Continued ...</p>				

NOT SPECIFIED /OTHER

CONTINUATION SHEET	REFERENCE NO OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-AM36-02NT41457/DE-AT09-09SR22572/001	3	3

NAME OF OFFEROR OR CONTRACTOR  
AMERESCO FEDERAL SOLUTIONS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>F. Section G.1, Contract Administration for the Government, Paragraph 2: Change the Contracting Officer's Representative to reflect Jim Damass, 803-952-8261, jim.damass@ers.gov.</p> <p>G. In accordance with the changes clause, FAR 52.243-4, the contractor must assert it right under this clause within 30 days by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal.</p> <p>H. Total Amount for this Modification: \$0.00. All other terms and conditions remain unchanged. Delivery Location Code: 00902 Savannah River (Loading Dock) Attn: Charlene Stokes-Geter DOE Loading Dock, Bldg. 730B Aiken SC 29802</p> <p>Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000</p> <p>FOB: Destination Period of Performance: 05/15/2009 to 04/01/2031</p> <p>Change Item 00001 to read as follows (amount shown is the total amount):</p> <p>Design, Construct and Operate a Biomass Cogeneration Power Plant. Line item value is: \$795,030,853.00 Incrementally Funded Amount: \$0.00</p>				795,030,853.00

**PART II, SECTION I – CONTRACT CLAUSES**, is amended by adding the following:

**FAR 52.227-14 RIGHTS IN DATA – GENERAL (DEC 2007) (AS MODIFIED BY DEAR 927.409 (INCLUDING ALTERNATES II, III, and V))**

**(a) Definitions.**

(1) Computer database, as used in this clause means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

(2) Computer software, as used in this clause means

(i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and

(ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.

(3) Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. For the purposes of this clause, the term does not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.

(4) Form, fit, and function data, as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

(5) Limited rights data, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government's right to use, duplicate or disclose limited rights data are as set forth in the Limited Rights Notice of subparagraph (g)(2) of this section if included in this clause.

(6) Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The Government's rights to use,

duplicate or disclose restricted computer software are as set forth in the Restricted Rights Notice of subparagraph (g)(3) of this section if included in this clause.

(7) Technical data, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software but does include manuals and instructional materials and technical data formatted as a computer data base.

(8) Unlimited rights, as used in this clause, means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose, and to have or permit others to do so.

**(b) Allocation of rights.**

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

**(c) Copyright—**

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and

technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) The Contractor agrees not to assert copyright in computer software first produced in the performance of this contract without prior written permission of the DOE Patent

Counsel assisting the contracting activity. When such permission is granted, the Patent Counsel shall specify appropriate terms, conditions, and submission requirements to assure utilization, dissemination, and commercialization of the data. The Contractor, when requested, shall promptly deliver to Patent Counsel a duly executed and approved instrument fully confirmatory of all rights to which the Government is entitled.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or
- (ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

- (i) Identify the data being withheld; and
- (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]



(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of Clause)

*Alternate II (Dec 2007)* As prescribed in 27.409(b)(3), insert the following paragraph (g)(3) in the basic clause:

(g)(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

**LIMITED RIGHTS NOTICE (DEC 2007)**

**(a) These data are submitted with limited rights under Government Contract No. DE-AT09-09SR22572 (and subcontract \_\_\_\_\_, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor (and/or subcontractor, if appropriate), be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: *NONE*.**

**(b) This Notice shall be marked on any reproduction of these data, in whole or in part.**

**(End of notice)**

*Alternate III (Dec 2007)*. As prescribed in 27.409(b)(4), insert the following paragraph (g)(4) in the clause:

(g)(4)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

**Restricted Rights Notice (Dec 2007)**

**(a) This computer software is submitted with restricted rights under Government Contract No. DE-AT09-09SR22572 (and subcontract \_\_\_\_\_, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.**

**(b) This computer software may be—**

- (1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;**
- (2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;**
- (3) Reproduced for safekeeping (archives) or backup purposes;**
- (4) Modified, adapted, or combined with other computer software, *provided* that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;**
- (5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and**
- (6) Used or copied for use with a replacement computer.**

**(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.**

**(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.**

**(e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.**

**(End of notice)**

**(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form notice may be used instead:**

**Restricted Rights Notice Short Form (Jun 1987)**

**Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. DE-AT09-09SR22572 (and subcontract \_\_\_\_\_, if appropriate) with \_\_\_\_\_ (name of Contractor and subcontractor).**

**(End of notice)**

**(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.**

*Alternate V (Dec 2007).* As prescribed in 27.409(b)(6), add the following paragraph (j) to the basic clause:

**(j) The Contractor agrees, except as may be otherwise specified in this contract for specific data deliverables listed as not subject to this paragraph, that the Contracting Officer may, up to three years after acceptance of all deliverables under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Contractor's assertion of limited rights or restricted rights status of the data or for evaluating work performance. Where the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if a particular representative made the inspection, the Contracting Officer shall designate an alternate inspector.**



September 8, 2009

Contracting Officer  
Savannah River Operations Office  
P.O. Box A  
Aiken, SC 29802-0902  
Attn: Steve Hamlett

RE: Energy Savings Performance Contract No. DE-AM36-02NT41457 (formerly known as DE-AC26-02NT41457) dated February 1, 2002, Delivery Order NO. DE-AT09-09SR22572 dated May 15, 2009.

Dear Mr. Hamlett:

In its capacity as a third party financier, Hannon Armstrong has purchased from Ameresco Federal Solutions, contract payments to become due under the above referenced Delivery Order. These contract payments have been assigned to our Trustee, The Bank of New York Mellon, as evidenced by the enclosed Instrument of Assignment and should be remitted to the account designated on the Notice of Assignment.

For your review and execution, please find enclosed one (1) original copy of both the Notice of Assignment and Instrument of Assignment and three (3) photocopies of the Notice of Assignment for each of the above referenced transactions. Please acknowledge receipt of the three (3) photocopies and return the executed photocopies to my attention at the address below.

If you have any questions, please feel free to contact me at (410) 571-6178.

Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Josh Mersfelder'.

Josh Mersfelder  
HANNON ARMSTRONG

**NOTICE OF ASSIGNMENT**  
(Savannah River Site)

August 21, 2009

TO: Contracting Officer  
Savannah River Operations Office  
P.O. Box A  
Aiken, SC 29802-0902  
Attn: Steve Hamlett

This has reference to **DELIVERY ORDER NO. DE-AT09-09SR22572** dated May 15, 2009 (the "**Order**"), issued by the United States of America through the Department of Energy Savannah River Operations Office (the "**Government**"), to Ameresco Federal Solutions, Inc. whose address is 111 Speen Street, Suite 410, Framingham, MA 01701 (the "**Assignor**"), pursuant to which the Assignor agreed to provide to the Government certain labor and equipment. The Order was issued under that certain Energy Savings Performance Contract No. DE-AM36-02NT41457 (formerly known as DE-AC26-02NT41457) dated February 1, 2002, between the Assignor and the United States of America through the Department of Energy.

Moneys due or to become due under the task order described above have been assigned to the undersigned under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 15.

A true copy of the instrument of assignment executed by the Assignor on August 21, 2009 is attached to the original notice.

Payments due or to become due under this task order should be made to the undersigned assignee at the following address (or such other address as the undersigned may from time to time specify):

Please remit payment by wire transfer:

THE BANK OF NEW YORK MELLON  
101 Barclay Street, Floor 4 West  
New York, NY 10286  
Account #: 8900267690  
ABA Routing #: 021-000-018  
REF: Savannah River - I:SPC  
Attn: Jared Fischer, (212) 815-8139  
Cage Code: 44827

Please return to the undersigned the three enclosed copies of this notice with appropriate notations showing the date and hour of receipt, and signed by the person acknowledging receipt on behalf of the addressee.

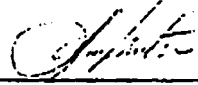
[Signature follows on next page.]

Very truly yours,

THE BANK OF NEW YORK MELLON, as Agent

By:

Title:



**ANNA BOURTMAN**  
**ASSISTANT VICE PRESIDENT**

ACKNOWLEDGEMENT

Receipt is acknowledged of the above notice and a copy of the instrument of assignment. They were received at 1:30 (a.m.) (p.m.) on 14 September 2009.

By:

Title:

On behalf of:

*Robert S. Hamlett* 29 OCT 09  
Robert S. Hamlett  
Contracting Officer  
U.S. Department of Energy

INSTRUMENT OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned, AMERESCO FEDERAL SOLUTIONS, INC., a Tennessee corporation (the "Assignor"), in accordance with the Federal Assignment of Claims Act, as amended (41 U.S.C. § 15, 31 U.S.C. § 3727), and in connection with an assignment of all of its right, title and interest now owned and hereafter acquired in and to all moneys due or to become due under that certain TASK ORDER NO. DE-AF09-09SR22572 dated May 15, 2009, issued by the United States of America through the Department of Energy Savannah River Operations Office under that certain Energy Savings Performance Contract No. DE-AM36-02NT41457 dated February 1, 2002, hereby authorizes THE BANK OF NEW YORK MELLON, a New York banking corporation, and its successors and assigns, as Paying Agent, to receive payment of all moneys due or to become due under such Task Order.

IN WITNESS WHEREOF, the Assignor has caused this Instrument of Assignment to be executed by its duly authorized officer as of August 21, 2009.

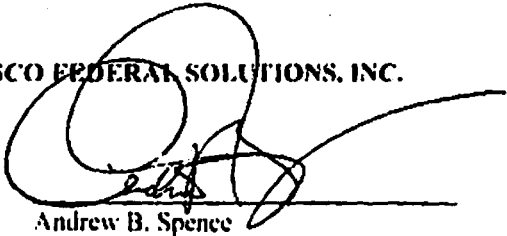
ATTEST:

By:

  
Name: Kathleen Devlin Ruggiero  
Title: Assistant Secretary

AMERESCO FEDERAL SOLUTIONS, INC.

By:

  
Name: Andrew B. Spence  
Title: Treasurer

[SEAL OF ASSIGNOR]



52077 Center Drive, Suite 300  
Charlotte, NC 28217

T: 704.976.3526  
F: 888.891.0216

www.ameresco.com

Mr. Steve Hamlett  
Contracting Officer  
Savannah River Site Operation Office  
P.O. Box A  
Aiken, SC 29802-0902

Re: Delivery Order No. DE-ATO2-09SR22572

Dear Steve:

In connection with Ameresco Federal Solutions, Inc.'s ("Ameresco") financing of the above referenced Delivery Order with Hannie Mae SRS Funding I.J.C ("Hannon") and Banc of America Leasing & Capital, LLC ("BoFA"), you should have received a cover letter from Hannon along with an original copy of both the Notice of Assignment and Instrument of Assignment and three additional photocopies of the Notice of Assignment as required pursuant to the Assignment of Claims Act and FAR Subpart 32.8. The paperwork serves to assign the payments due Ameresco under the Delivery Order to The Bank of New York Mellon as Ameresco's assignee pursuant to the Assignment of Claims Act on behalf of Hannon and BoFA.

Ameresco requests that you please process the Assignment of Claims paperwork received from Hannon and return it to them as requested. Should you have any questions, please do not hesitate to contact me.

Sincerely,

James Koulovatos  
Director - Finance



## Attachment 2

**CHECKLIST/SCHEDULE OF POST-AWARD REPORTING  
REQUIREMENTS AND SUBMITTALS (From Mod M006 of Basic IDIQ)**

SCHEDULE OF POST-AWARD DELIVERABLES					
Item	Deliverable	Frequency	Due	"Copies"	"Recipient"
1	Signed Delivery Order	One Time	Upon Receipt from Agency	4 (2/2)	• DOE COR (1/1) • DOE CO (1/1)
2	Certificate of Insurance	One time	15 days after DO award	1 (1/0)	• Agency Contracting Officer (1/0)
3	Performance Bond	One time	30 days after award of delivery order	1 (1/0)	• Agency Contracting Officer (1/0)
4	Payment Bond	One time	30 days after DO award	1 (1/0)	• Agency Contracting Officer (1/0)
5	Work Schedule	Monthly	10 days before work start	3 (2/1)	• Agency Contracting Officer (1/0) • Agency COR (1 copy) (1/1)
6	Work Outside Normal Hours	Per occurrence	5 days before work start	3 (2/1)	• Agency Contracting Officer (1/0) • Agency COR (1/1)
7	Design & Construction Package	One time	Due date based on final proposal and negotiations TBD after DO award	3 (3/0)	• Agency Contracting Officer (1/0) • Agency COR (2/0)
8	ECM Installation Quality control Inspection Program	One time	With Item 6 above	4 (3/1)	• Agency Contracting Officer (1/0) • Agency COR (2/1)
9	Commissioning Plan	Onetime	After Approval of Item 6 above	7 (4/3)	• Agency Contracting Officer (1/0) • Agency COR (2/1) • DOE COR (1/2)
10	Safety & Health Plan	One time	With Item 6 above	3 (2/1)	• Agency Contracting Officer (1/0) • Agency COR (1/1)
11	Notification of Utility Interruption	Per occurrence	15 working days prior to outage	3 (1/1)	• Agency Contracting Officer (1/0) • Agency COR (1/1)
12	Operation Work Procedure	One time	With training class	6 (6/0)	• Agency Contracting Officer (1/0) • Agency COR (1 master for reproduction and 4 copies)
13	Maintenance Work Procedure	Onetime	With training class	6 (5/1)	• Agency Contracting Officer (1 copy) • Agency COR (1 master for reproduction and 4 copies)
14	O&M Manuals	One time	With training class	6 (5/1)	• Agency Contracting Officer (1 copy) • Agency COR (1 master for reproduction and 4 copies)
15	Commissioning Report	One time	Upon ECM installation and commissioning	8 (4/4)	• Agency Contracting Officer (1/0) • Agency COR (2/1) • DOE COR (1/2) • DOE CO (0/1)
16	Post-Installation Report	One time	30-60 days after project acceptance	8 (4/4)	• Agency Contracting Officer (1/0) • Agency COR (2/1) • DOE COR (1/2) • DOE CO (0/1)
17	As-built	Per ECM	Prior to	3	• Agency Contracting Officer (1 copy)

**Attachment 2**

	Drawings		Government's acceptance	(3/0)	• Agency COR (2 copies)
18	Annual Report on ECM Performance	Annual	30 days after each year during performance period	8 (4/4)	• Agency Contracting Officer (1/0) • Agency COR (2/1) • DOE COR (1/2) • DOE CO (0/1)
19	Deliver Order Modifications	For any DO Mod	Upon receipt of signed modification	4 (2/2)	• DOE COR (1/1) • DOE CO (1/1)

Required formats for and numbers of submittals are indicated in parentheses — (hard copy/electronic pdf on CD-ROM)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1	
2. AMENDMENT/MODIFICATION NO. 002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11EM000252	5. PROJECT NO. (If applicable)	
6. ISSUED BY Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901	7. ADMINISTERED BY (If other than Item 6) Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AMERESCO FEDERAL SOLUTIONS, INC. Attn: KEITH A. DERRINGTON 1820 MIDPARK ROAD SUITE C KNOXVILLE TN 379215955		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 196975957	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AM36-02NT41457 DE-AT09-09SR22572	10B. DATED (SEE ITEM 13) 11/30/2009	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.243-4 -- Changes
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 62-1376739

DUNS Number: 196975957

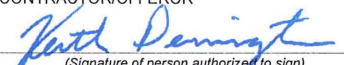
The purpose of this bilateral no-cost Modification #002 to DE-AT09-09SR22572 is to change the language in the Delivery Order Attachment #1- Ameresco Revised Proposal, dated 11 May 2009 - Page 37 - Section 1.3.1 BAMF Supply, referencing carbon credit and renewable energy credit rights ownership. See Attachment for complete description.

LIST OF CHANGES:

Total Amount for this Modification: \$0.00

Period of Performance: 05/15/2009 to 04/01/2031

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Keith Derrington, Exec. Vice Pres.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert S. Hamlett	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10/29/2010	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 10/29/2010

Modification #002  
Biomass ESPC Delivery Order  
DE-AC09-09SR22572

A. Modification #002 is hereby bilaterally issued for the purpose of changing the language in Delivery Order DE-AC09-09SR22572 Attachment #1 - Ameresco Revised Final proposal, dated 11 May 2009 - Page 37 - Section 1.3.1.1 BAMF Supply. The revised language proposed by Ameresco is mutually agreed to by both parties and states that the Government shall retain the right to validate, verify, and sell any renewable energy credits and any carbon credits which may be obtainable from the ECMs and their associated operation and activities. Ameresco agrees this contract action is a no cost change to their proposal.

(1) Delivery Order DE-AC09-09SR22572, Attachment #1 - Ameresco Revised Final Proposal, dated 11 May 2009 - Page 37 - Section 1.3.1.1 BAMF Supply, is **changed**:

**From:**

“1.3.1.1 BAMF Supply

Following several discussions with the local office of the U.S. Forest Service and SRS personnel, Ameresco proposes to assume responsibility for the fuel procurement and intends to meet the biomass fuel requirements for ECMs 1 and 2 through purchases from local biomass suppliers. This responsibility shall include the right to validate, verify, and sell any carbon credits, but not renewable energy certificates, which may be obtainable from the ECMs and their associated operation and activities. Ameresco will consult with the Government concerning the design, validation, and verification for carbon offset credits and will make reasonable commercial efforts to obtain carbon offset credits which may be associated with the ECMs. Those credits may arise from the substitution of biomass residues for use in lieu of fossil fuels, and the use of biomass from onsite activities, including those from forest reforestation and working forest activities.”

**To:**

“1.3.1.1 BAMF Supply

Following several discussions with the local office of the U.S. Forest Service and SRS personnel, Ameresco proposes to assume responsibility for the fuel procurement and intends to meet the biomass fuel requirements for ECMs 1 and 2 through purchases from local biomass suppliers. However, the Government shall retain the right to validate, verify, and sell any renewable energy credits and any carbon credits which may be obtainable from the ECMs and their associated operation and activities; provided however, Ameresco shall have the right to validate, verify and sell any carbon credits that may arise from Ameresco’s fuel procurement activities, including those from forest reforestation and working forest activities, only to the extent such validation, verification and sale of carbon credits by Ameresco does not invalidate the Government’s ability to claim renewable energy credits for the ECMs in accordance with the Energy Policy Act of 2005(40 U.S.C. 15852) and Executive Order 13423 (72 FR 3919, Jan. 25, 2007).”

B. All other terms and conditions remain unchanged.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11EM001828	5. PROJECT NO. (If applicable)
6. ISSUED BY Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901	7. ADMINISTERED BY (If other than Item 6) Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AMERESCO FEDERAL SOLUTIONS, INC. Attn: KEITH A. DERRINGTON 1820 MIDPARK ROAD SUITE C KNOXVILLE TN 379215955		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 196975957 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AM36-02NT41457 DE-AT09-09SR22572	
		10B. DATED (SEE ITEM 13) 11/30/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

No change in accounting and appropriation data.

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
x	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.222.41 - Service Contract Act
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

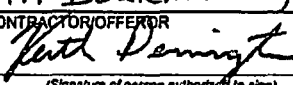
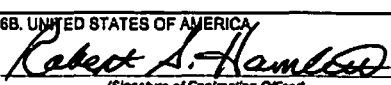
Tax ID Number: 62-1376739

DUNS Number: 196975957

A. Modification #003 is hereby bilaterally issued for the purpose of incorporating Wage Determinations under the Service Contract Act, Number 2005-2135, Revision 11, 08-02-10, to Delivery Order DE-AC09-09SR22572. As stated in Section H.14 of the Delivery Order terms, Ameresco and DOE-SR mutually agreed that once construction of an Energy Conservation Measure is complete and accepted by the Government, the applicable Service Contract Act Wage Determination would be incorporated into the Delivery Order prior to Ameresco assuming Operations and Maintenance responsibilities. Ameresco agrees this contract action is a no cost modification.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) KEITH DERRINGTON, EXEC VICE PRES.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert S. Hamlett	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 03-21-2011	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 03/21/2011

NAME OF OFFEROR OR CONTRACTOR  
AMERESCO FEDERAL SOLUTIONS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(1) On page 23 of the Delivery Order, Section J, titled "List of Attachments", add the following entry as the fourth attachment: Wage Determinations under the Service Contract Act, Number 2005-2135, Revision 11, 08-02-10.</p> <p>(2) Service Contract Act Wage Determination, Number 2005-2135, Revision 11, 08-02-10 is included as an attachment to this modification and shall be incorporated appropriately as the fourth attachment in Section J.</p> <p>B. All other terms and conditions remain unchanged.</p> <p>Period of Performance: 05/15/2009 to 04/01/2031</p>				

## Attachment 4

WD 05-2135 (Rev.-11) was first posted on www.wdol.gov on 08/10/2010

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION WASHINGTON D.C. 20210

Shirley F. Ebbesen Director	Division of Wage Determinations	Wage Determination No.: 2005-2135 Revision No.: 11 Date Of Revision: 08/02/2010
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States: Georgia, South Carolina

Area: Georgia Counties of Burke, Columbia, Elbert, Emanuel, Glascock, Hart, Jefferson, Jenkins, Lincoln, McDuffie, Richmond, Taliaferro, Warren, Wilkes  
South Carolina Counties of Aiken, Allendale, Bamberg, Barnwell, Edgefield, McCormick

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.16
01012 - Accounting Clerk II		15.89
01013 - Accounting Clerk III		17.78
01020 - Administrative Assistant		21.25
01040 - Court Reporter		17.11
01051 - Data Entry Operator I		12.03
01052 - Data Entry Operator II		13.13
01060 - Dispatcher, Motor Vehicle		16.85
01070 - Document Preparation Clerk		12.73
01090 - Duplicating Machine Operator		12.73
01111 - General Clerk I		13.39
01112 - General Clerk II		14.49
01113 - General Clerk III		16.21
01120 - Housing Referral Assistant		19.59
01141 - Messenger Courier		10.15
01191 - Order Clerk I		11.74
01192 - Order Clerk II		14.18
01261 - Personnel Assistant (Employment) I		14.83
01262 - Personnel Assistant (Employment) II		16.72
01263 - Personnel Assistant (Employment) III		18.93
01270 - Production Control Clerk		24.21
01280 - Receptionist		11.77
01290 - Rental Clerk		14.10
01300 - Scheduler, Maintenance		15.33
01311 - Secretary I		15.21
01312 - Secretary II		17.11
01313 - Secretary III		19.44
01320 - Service Order Dispatcher		13.82
01410 - Supply Technician		21.25
01420 - Survey Worker		15.35
01531 - Travel Clerk I		11.93
01532 - Travel Clerk II		13.17
01533 - Travel Clerk III		14.20
01611 - Word Processor I		13.01
01612 - Word Processor II		14.79
01613 - Word Processor III		17.17

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.42
05010 - Automotive Electrician	18.01
05040 - Automotive Glass Installer	16.38
05070 - Automotive Worker	17.03
05110 - Mobile Equipment Servicer	14.26
05130 - Motor Equipment Metal Mechanic	19.16
05160 - Motor Equipment Metal Worker	17.03
05190 - Motor Vehicle Mechanic	18.42
05220 - Motor Vehicle Mechanic Helper	13.98
05250 - Motor Vehicle Upholstery Worker	15.90
05280 - Motor Vehicle Wrecker	17.03
05310 - Painter, Automotive	17.32
05340 - Radiator Repair Specialist	17.03
05370 - Tire Repairer	11.29
05400 - Transmission Repair Specialist	19.16
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.13
07041 - Cook I	10.30
07042 - Cook II	11.88
07070 - Dishwasher	7.25
07130 - Food Service Worker	8.54
07210 - Meat Cutter	14.10
07260 - Waiter/Waitress	9.04
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.84
09040 - Furniture Handler	12.10
09080 - Furniture Refinisher	17.84
09090 - Furniture Refinisher Helper	13.88
09110 - Furniture Repairer, Minor	15.74
09130 - Upholsterer	16.91
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.04
11060 - Elevator Operator	9.04
11090 - Gardener	12.13
11122 - Housekeeping Aide	9.13
11150 - Janitor	9.13
11210 - Laborer, Grounds Maintenance	9.57
11240 - Maid or Houseman	7.56
11260 - Pruner	8.56
11270 - Tractor Operator	11.45
11330 - Trail Maintenance Worker	9.57
11360 - Window Cleaner	10.21
12000 - Health Occupations	
12010 - Ambulance Driver	14.46
12011 - Breath Alcohol Technician	14.74
12012 - Certified Occupational Therapist Assistant	19.56
12015 - Certified Physical Therapist Assistant	22.65
12020 - Dental Assistant	13.79
12025 - Dental Hygienist	26.58
12030 - EKG Technician	23.63
12035 - Electroneurodiagnostic Technologist	23.63
12040 - Emergency Medical Technician	14.46
12071 - Licensed Practical Nurse I	13.26
12072 - Licensed Practical Nurse II	14.83
12073 - Licensed Practical Nurse III	16.54
12100 - Medical Assistant	13.07
12130 - Medical Laboratory Technician	16.47
12160 - Medical Record Clerk	14.11
12190 - Medical Record Technician	15.78
12195 - Medical Transcriptionist	14.72



12210 - Nuclear Medicine Technologist	34.15
12221 - Nursing Assistant I	8.68
12222 - Nursing Assistant II	9.55
12223 - Nursing Assistant III	10.65
12224 - Nursing Assistant IV	11.95
12235 - Optical Dispenser	14.73
12236 - Optical Technician	11.22
12250 - Pharmacy Technician	14.38
12280 - Phlebotomist	11.96
12305 - Radiologic Technologist	22.55
12311 - Registered Nurse I	25.86
12312 - Registered Nurse II	29.44
12313 - Registered Nurse II, Specialist	29.44
12314 - Registered Nurse III	35.62
12315 - Registered Nurse III, Anesthetist	35.62
12316 - Registered Nurse IV	42.69
12317 - Scheduler (Drug and Alcohol Testing)	19.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.51
13012 - Exhibits Specialist II	24.18
13013 - Exhibits Specialist III	29.58
13041 - Illustrator I	19.03
13042 - Illustrator II	23.59
13043 - Illustrator III	28.85
13047 - Librarian	26.77
13050 - Library Aide/Clerk	10.10
13054 - Library Information Technology Systems Administrator	24.18
13058 - Library Technician	14.82
13061 - Media Specialist I	17.44
13062 - Media Specialist II	19.51
13063 - Media Specialist III	21.76
13071 - Photographer I	14.94
13072 - Photographer II	16.73
13073 - Photographer III	20.74
13074 - Photographer IV	25.38
13075 - Photographer V	30.61
13110 - Video Teleconference Technician	18.84
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.41
14042 - Computer Operator II	16.20
14043 - Computer Operator III	19.95
14044 - Computer Operator IV	20.79
14045 - Computer Operator V	24.54
14071 - Computer Programmer I	(see 1) 24.88
14072 - Computer Programmer II	(see 1) 27.62
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.41
14160 - Personal Computer Support Technician	20.79
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.76
15020 - Aircrew Training Devices Instructor (Rated)	36.00
15030 - Air Crew Training Devices Instructor (Pilot)	43.15
15050 - Computer Based Training Specialist / Instructor	29.76
15060 - Educational Technologist	28.58
15070 - Flight Instructor (Pilot)	43.15
15080 - Graphic Artist	22.19

15090 - Technical Instructor	22.12
15095 - Technical Instructor/Course Developer	27.38
15110 - Test Proctor	18.04
15120 - Tutor	17.93
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.52
16030 - Counter Attendant	8.52
16040 - Dry Cleaner	10.29
16070 - Finisher, Flatwork, Machine	8.52
16090 - Presser, Hand	8.52
16110 - Presser, Machine, Drycleaning	8.52
16130 - Presser, Machine, Shirts	8.52
16160 - Presser, Machine, Wearing Apparel, Laundry	8.52
16190 - Sewing Machine Operator	10.87
16220 - Tailor	11.48
16250 - Washer, Machine	9.11
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.03
19040 - Tool And Die Maker	20.94
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.58
21030 - Material Coordinator	24.15
21040 - Material Expediter	24.15
21050 - Material Handling Laborer	10.77
21071 - Order Filler	11.54
21080 - Production Line Worker (Food Processing)	17.58
21110 - Shipping Packer	13.22
21130 - Shipping/Receiving Clerk	13.22
21140 - Store Worker I	10.39
21150 - Stock Clerk	14.56
21210 - Tools And Parts Attendant	17.58
21410 - Warehouse Specialist	17.58
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	21.41
23021 - Aircraft Mechanic I	20.27
23022 - Aircraft Mechanic II	21.41
23023 - Aircraft Mechanic III	22.54
23040 - Aircraft Mechanic Helper	14.65
23050 - Aircraft, Painter	19.05
23060 - Aircraft Servicer	16.89
23080 - Aircraft Worker	17.72
23110 - Appliance Mechanic	16.91
23120 - Bicycle Repairer	11.29
23125 - Cable Splicer	24.80
23130 - Carpenter, Maintenance	17.68
23140 - Carpet Layer	15.52
23160 - Electrician, Maintenance	19.61
23181 - Electronics Technician Maintenance I	17.56
23182 - Electronics Technician Maintenance II	20.93
23183 - Electronics Technician Maintenance III	22.27
23260 - Fabric Worker	14.91
23290 - Fire Alarm System Mechanic	18.00
23310 - Fire Extinguisher Repairer	13.81
23311 - Fuel Distribution System Mechanic	18.33
23312 - Fuel Distribution System Operator	14.29
23370 - General Maintenance Worker	19.25
23380 - Ground Support Equipment Mechanic	20.27
23381 - Ground Support Equipment Servicer	16.89
23382 - Ground Support Equipment Worker	17.72
23391 - Gunsmith I	13.81
23392 - Gunsmith II	15.93

23393 - Gunsmith III	18.63
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.00
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.07
23430 - Heavy Equipment Mechanic	20.78
23440 - Heavy Equipment Operator	17.76
23460 - Instrument Mechanic	21.80
23465 - Laboratory/Shelter Mechanic	17.49
23470 - Laborer	10.77
23510 - Locksmith	16.91
23530 - Machinery Maintenance Mechanic	22.52
23550 - Machinist, Maintenance	18.94
23580 - Maintenance Trades Helper	15.16
23591 - Metrology Technician I	21.80
23592 - Metrology Technician II	23.08
23593 - Metrology Technician III	24.31
23640 - Millwright	20.16
23710 - Office Appliance Repairer	17.81
23760 - Painter, Maintenance	16.37
23790 - Pipefitter, Maintenance	18.23
23810 - Plumber, Maintenance	17.24
23820 - Pneudraulic Systems Mechanic	18.00
23850 - Rigger	18.00
23870 - Scale Mechanic	15.93
23890 - Sheet-Metal Worker, Maintenance	17.53
23910 - Small Engine Mechanic	15.52
23931 - Telecommunications Mechanic I	23.54
23932 - Telecommunications Mechanic II	24.96
23950 - Telephone Lineman	17.41
23960 - Welder, Combination, Maintenance	18.00
23965 - Well Driller	18.00
23970 - Woodcraft Worker	18.00
23980 - Woodworker	15.20
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.00
24580 - Child Care Center Clerk	14.04
24610 - Chore Aide	9.42
24620 - Family Readiness And Support Services Coordinator	12.93
24630 - Homemaker	15.32
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.58
25040 - Sewage Plant Operator	18.55
25070 - Stationary Engineer	23.58
25190 - Ventilation Equipment Tender	16.66
25210 - Water Treatment Plant Operator	18.55
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.45
27007 - Baggage Inspector	13.19
27008 - Corrections Officer	15.55
27010 - Court Security Officer	16.71
27030 - Detection Dog Handler	14.75
27040 - Detention Officer	15.55
27070 - Firefighter	17.27
27101 - Guard I	13.19
27102 - Guard II	14.75
27131 - Police Officer I	17.14
27132 - Police Officer II	18.98
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.16

28042	- Carnival Equipment Repairer	11.99
28043	- Carnival Equipment Worker	8.57
28210	- Gate Attendant/Gate Tender	14.30
28310	- Lifeguard	11.34
28350	- Park Attendant (Aide)	16.00
28510	- Recreation Aide/Health Facility Attendant	11.68
28515	- Recreation Specialist	17.62
28630	- Sports Official	12.75
28690	- Swimming Pool Operator	17.62
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	22.18
29020	- Hatch Tender	22.18
29030	- Line Handler	22.18
29041	- Stevedore I	21.49
29042	- Stevedore II	24.37
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021	- Archeological Technician I	20.28
30022	- Archeological Technician II	22.69
30023	- Archeological Technician III	28.11
30030	- Cartographic Technician	27.87
30040	- Civil Engineering Technician	24.43
30061	- Drafter/CAD Operator I	20.28
30062	- Drafter/CAD Operator II	22.69
30063	- Drafter/CAD Operator III	25.28
30064	- Drafter/CAD Operator IV	29.85
30081	- Engineering Technician I	17.77
30082	- Engineering Technician II	20.10
30083	- Engineering Technician III	22.53
30084	- Engineering Technician IV	27.93
30085	- Engineering Technician V	32.62
30086	- Engineering Technician VI	37.46
30090	- Environmental Technician	27.76
30210	- Laboratory Technician	23.96
30240	- Mathematical Technician	27.76
30361	- Paralegal/Legal Assistant I	15.07
30362	- Paralegal/Legal Assistant II	21.76
30363	- Paralegal/Legal Assistant III	26.62
30364	- Paralegal/Legal Assistant IV	32.19
30390	- Photo-Optics Technician	27.76
30461	- Technical Writer I	25.63
30462	- Technical Writer II	31.34
30463	- Technical Writer III	37.91
30491	- Unexploded Ordnance (UXO) Technician I	22.74
30492	- Unexploded Ordnance (UXO) Technician II	27.51
30493	- Unexploded Ordnance (UXO) Technician III	32.97
30494	- Unexploded (UXO) Safety Escort	22.74
30495	- Unexploded (UXO) Sweep Personnel	22.74
30620	- Weather Observer, Combined Upper Air Or (see 2)	23.71
	Surface Programs	
30621	- Weather Observer, Senior (see 2)	26.00
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	10.40
31030	- Bus Driver	13.64
31043	- Driver Courier	13.74
31260	- Parking and Lot Attendant	9.90
31290	- Shuttle Bus Driver	14.10
31310	- Taxi Driver	10.19
31361	- Truckdriver, Light	14.10

31362 - Truckdriver, Medium	15.22
31363 - Truckdriver, Heavy	16.28
31364 - Truckdriver, Tractor-Trailer	16.28
99000 - Miscellaneous Occupations	
99030 - Cashier	8.05
99050 - Desk Clerk	10.00
99095 - Embalmer	21.73
99251 - Laboratory Animal Caretaker I	9.28
99252 - Laboratory Animal Caretaker II	10.08
99310 - Mortician	26.29
99410 - Pest Controller	13.56
99510 - Photofinishing Worker	12.34
99710 - Recycling Laborer	13.96
99711 - Recycling Specialist	16.94
99730 - Refuse Collector	11.96
99810 - Sales Clerk	10.45
99820 - School Crossing Guard	11.07
99830 - Survey Party Chief	20.77
99831 - Surveying Aide	13.52
99832 - Surveying Technician	18.47
99840 - Vending Machine Attendant	14.31
99841 - Vending Machine Repairer	17.62
99842 - Vending Machine Repairer Helper	14.31

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For

example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | 1 CONTRACT ID CODE | PAGE OF PAGES  
 1 | 4

2 AMENDMENT/MODIFICATION NO | 3 EFFECTIVE DATE | 4 REQUISITION/PURCHASE REQ NO | 5 PROJECT NO (if applicable)  
 004 | See Block 16C | 11EM002930

6 ISSUED BY CODE | 7 ADMINISTERED BY (if other than Item 6) CODE  
 00901 | 00901  
 Savannah River Operations  
 U.S. Department of Energy  
 Savannah River Operations  
 P.O. Box A  
 Aiken SC 29802

8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) | 9A AMENDMENT OF SOLICITATION NO | 9B DATED (SEE ITEM 11) | 10A MODIFICATION OF CONTRACT/ORDER NO | 10B DATED (SEE ITEM 13)  
 AMERESCO FEDERAL SOLUTIONS, INC.  
 Attn: KEITH A. DERRINGTON  
 1820 MIDPARK ROAD  
 SUITE C  
 KNOXVILLE TN 379215955  
 (x) | | | DE-AM36-02NT41457 | 11/30/2009  
 X | | | DE-AT09-09SR22572

CODE 196975957 | FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE | A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A | B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) | C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Mutual Agreement Between Both Parties | D OTHER (Specify type of modification and authority)  
 X | | | |

E. IMPORTANT: Contractor is not. X is required to sign this document and return 1 copies to the issuing office

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

Tax ID Number: 62-1376739  
 DUNS Number: 196975957  
 Modification #004  
 Biomass ESPC Delivery Order  
 DE-AC09-09SR22572

A. Modification #004 is hereby bilaterally issued for the purpose of adding scope for Ameresco to perform the #10 River Water Pump Replacement and #6 Motor Removal inside the Building 681-3G water pump house on the Savannah River Site. The additional scope is added to the existing delivery order terms that are addressed in Section 1.2.3 - ECM Interface with Government Equipment, paragraph titled "Process Water", on page 22 of the delivery Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A NAME AND TITLE OF SIGNER (Type or print) | 16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Keith Derrington | Robert S. Hamlett  
 15B CONTRACTOR/OFFEROR | 15C DATE SIGNED | 16B UNITED STATES OF AMERICA | 16C DATE SIGNED  
 (Signature of person authorized to sign) | 6/21/2011 | (Signature of Contracting Officer) | 06/21/2011

NAME OF OFFEROR OR CONTRACTOR  
AMERESCO FEDERAL SOLUTIONS, INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>order's Attachment #1 - Ameresco Revised Final Proposal, dated 11 May 2009.</p> <p>(1) The following language is added to the paragraph titled "Process Water":</p> <p>In addition to the P-4 replacement pump skid, Ameresco will provide the design, installation and testing for the Pump #10. The pump and motor will be provided by SRNS. The main components of this work include the following Ameresco will demolish the existing pump #10 and the existing pump motor #6. This demolition will include:</p> <ul style="list-style-type: none"> <li>• Existing Pump and motor</li> <li>• Existing 24" discharge piping from pump to 24' isolation gate valve</li> <li>• Existing 24" cone valve</li> <li>• Existing 3" pressure equalization line and check valve back to the 3" isolation gate valve</li> <li>• Existing control, auxiliary, and power wiring to pump</li> <li>• Existing switchgear relaying for pump</li> <li>• Existing MagneBlast air breaker for pump</li> </ul> <p>Ameresco will install a new 1000 hp pump assembly provided by SRNS (designated as #10). This installation will include:</p> <ul style="list-style-type: none"> <li>• New 14" suction piping</li> <li>• New 14" suction isolation knife gate valve</li> <li>• New 1000 hp pump/motor</li> <li>• New 12" discharge piping</li> <li>• New 12" flowmeter with local display</li> <li>• New 12" pump control/check valve</li> <li>• New 2" pressure equalization line with shut off valve and check valve</li> <li>• New pressure transmitters on the pump suction discharge and main river water header</li> <li>• New control, auxiliary, and power wiring for pump</li> <li>• New vacuum breaker elements</li> <li>• New microprocessor based relay for pump w/ motor RTD monitoring</li> </ul> <p>Ameresco will modify and reuse the existing concrete pump pads and pipe supports where possible. Ameresco will re-use the imbedded electrical conduits for new wiring to the new pump and PLC.</p> <p>Ameresco will field test and commission the new items as follows:</p> <ul style="list-style-type: none"> <li>• Vibration test of pump</li> </ul> <p>Continued ...</p>				



NAME OF OFFEROR OR CONTRACTOR  
AMERESCO FEDERAL SOLUTIONS, INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<ul style="list-style-type: none"> <li>• Voltage and amperage test of the motor</li> <li>• Pressure test of piping system</li> <li>• Test the new pump for design flow</li> <li>• Commission and test new flowmeter</li> <li>• Commission and test new pump control valve</li> <li>• Verify new pressure transmitters are reading and scaled correctly</li> <li>• Test breaker and relaying to NETA ATS (Standard - not optional test items)</li> </ul> <p>The Government (SRNS) will provide the pre-construction preparation work (draining and capping service water, oil lines, establishing lock-outs etc.), the crane and work as previously agreed government provided services. Ameresco will perform the demolition, procurement, installation and testing work in accordance with SRNS approved Ameresco design. Ameresco will perform the work on a 19 week schedule with a start date on or about 5/9/2011 (Pump #4) and a completion date on or about 9/15/2011 (Pump #10). Ameresco and SRNS pump/motor work described herein will be performed according to FSA G-FSP-G-00023 Revision 1. Peripheral asbestos work on Pump #4 will be performed by SRNS according to the Ameresco/SRNS WFO Agreement (11-004) Revision 4.</p> <p>The Government will fund this added scope of work for a cost of \$305,680. The Ameresco estimate of \$305,680 for pump #10 installation work is a firm &amp; fixed price.</p> <ul style="list-style-type: none"> <li>• Ameresco will include the \$305,680 cost as a single item in the September 2011 monthly Operations &amp; Maintenance invoice upon successful completion of the pump installation task and SRNS acceptance of the work.</li> <li>• Completion and invoicing of the work scope in FY11 is required to assure SRNS funding from the FY11 budget.</li> </ul> <p>(2) The additional scope is mutually agreed to by both parties for Ameresco to perform in accordance with the attached documents (a) the Biomass DO Mod language (referenced above), (b) Ameresco cost proposal, (c) Ameresco design document, and (d) SRNS &amp; Ameresco design comments.</p> <p>B. In consideration of the modification agreed to Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR  
AMERESCO FEDERAL SOLUTIONS, INC.

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>herein, the Contractor hereby releases the Government from any claims and/or liabilities for the scope as described within this modification. C. All other terms and conditions remain unchanged.</p> <p><b>LIST OF CHANGES:</b>  Reason for Modification : Supplemental Agreement for work within scope  Total Amount for this Modification: \$305,680.00  New Total Amount for this Version: \$795,336,533.00  New Total Amount for this Award: \$795,336,533.00  <b>CHANGES FOR LINE ITEM NUMBER: 1</b>  Total Amount changed  from \$795,030,853.00 to \$795,336,533.00</p> <p><b>CHANGES FOR DELIVERY LOCATION: 00902</b>  Amount changed from \$795,030,853.00 to \$795,336,533.00</p> <p><b>FOB: Destination</b>  <b>Period of Performance: 05/15/2009 to 04/01/2031</b></p> <p>Change Item 00001 to read as follows (amount shown is the total amount):</p> <p><b>Design, Construct and Operate a Biomass Cogeneration Power Plant.</b>  Line item value is: \$795,336,533.00  Incrementally Funded Amount: \$0.00</p>				795,336,533.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE  
PAGE OF PAGES

2 AMENDMENT/MODIFICATION NO  
005

3 EFFECTIVE DATE  
See Block 16C

4 REQUISITION/PURCHASE REQ NO  
11EM002446

5 PROJECT NO (if applicable)  
1 3

6 ISSUED BY  
CODE 00901

7 ADMINISTERED BY (if other than item 6)  
CODE 00901

Savannah River Operations  
U.S. Department of Energy  
Savannah River Operations  
P.O. Box A  
Aiken SC 29802

Savannah River Operations  
U.S. Department of Energy  
Savannah River Operations  
P.O. Box A  
Aiken SC 29002

8 NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)  
AMERESCO FEDERAL SOLUTIONS, INC.  
Attn: KEITH A. DERRINGTON  
1020 MIDPARK ROAD  
SUITE C  
KNOXVILLE TN 379215955

(x) 9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

X 10A MODIFICATION OF CONTRACT/ORDER NO  
DE-AH36-02HT41457  
DE-AT09-09SR22572

10B DATED (SEE ITEM 13)  
11/30/2009

CODE 196975957 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 10, and returning copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required)  
No change in accounting and appropriation data.

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A

B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)

X C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Mutual Agreement Between Both Parties

D OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. X is required to sign this document and return 1 copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

Tax ID Number: 62-1376739  
DUNS Number: 196975957

A. Modification #005 is hereby bilaterally issued for the purpose of inserting language into Delivery Order DE-AC09-09SR22572 to document the Ameresco proposed, and Government accepted, changes to the electrical interconnection point for the power feeder from the biomass cogeneration facility. The electrical interconnection is primarily addressed in Section 1.2.3 - ECM Interface with Government Equipment, paragraph titled "Electrical System", on page 24 of, Attachment #1 - Ameresco Revised Final Proposal, dated 11 May 2009.

(1) The following language is added as paragraph C.2.3(c)(1) on p.2 of the Delivery Order  
Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A as hereinafore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print)  
KEITH DERRINGTON, EXEC. V.P.

15B CONTRACTOR/OFFEROR  
*(Signature of person authorized to sign)*

15C DATE SIGNED  
14 Jul 2011

16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Robert S. Hamlett

16B UNITED STATES OF AMERICA  
*(Signature of Contracting Officer)*

16C DATE SIGNED  
07/15/2011

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 DE-AM36-02NT41457/DE-AT09-09SR22572/005

PAGE OF  
 2 3

NAME OF OFFEROR OR CONTRACTOR  
 AMERESCO FEDERAL SOLUTIONS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DE-AC09-09SR22572, under the new subheading entitled "Electrical System":</p> <p>Notwithstanding all references to an electrical interconnection to the 251-F Substation, the electrical feeder from the Biomass Cogeneration Facility will interconnect to 251-4F (Station 23) in F-Area. In accordance with the terms of the Delivery Order, Ameresco shall be responsible for the cost and installation of the new 13.8 kV line including controls and protective schemes to/from substation 23 with the SRS utility distribution system. Deficiencies caused by inadequate and/or improper maintenance or operations (of those systems which Ameresco has operation and maintenance responsibilities) performed by Ameresco will be corrected by Ameresco at its expense. A description of the interconnection, operational plan, and roles/responsibilities is as follows: Power generated from the Biomass Cogeneration Facility shall be delivered to Station 23 at 13.8 kV through a new electrical feeder. The electrical feeder from the Biomass Cogeneration Facility will be approximately 6,900 feet in length and will be routed in a combination of overhead pole mounted transmission lines and underground duct banks (where required in F-Area) to avoid conflicts with existing utility power lines. The electrical feeder shall connect to existing spare breaker 2-8 in Station 23. The scope of work shall include the addition of a new differential line protection relay and monitoring equipment in Station 23 to monitor breaker status. Existing auxiliary contacts shall be used at multiple breaker locations to communicate status of several breaker positions as a means to determine continuity of connection to a utility transmission source. The electrical feeder shall be used to supply power to the Biomass Cogeneration Facility when the onsite generation equipment is not active. When power generation is operating at the Biomass Cogeneration Facility, the same lines will be used to inject power into Station 23 and the Site utility grid. The electrical system shall be designed to operate in both directions utilizing relay protections and breaker position indicators. The operation of the electrical system shall be described in a DOE approved Operations Plan detailing the necessary switching</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR  
AMERESCO FEDERAL SOLUTIONS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>and relay protections. Ameresco will serve as the operator and maintenance provider for the Biomass Cogeneration Facility and will coordinate with SCE&amp;G to provide power to the electrical feeder and Station 23. Ameresco may consume power energy from Station 23, which will be metered at the Biomass Cogeneration Facility for Ameresco's use. DOE-EM will serve as the owner of all equipment to include the Biomass Cogeneration Facility, the electrical feeder and Station 23. SCE&amp;G will serve as the operator and maintenance provider for Station 23 per a DOE-EM site contract. NNSA will be the consumer of the power though Station 23 and the Site utility grid. SRNS will provide operations and maintenance of the 13.8 kV electrical feeders from the line side of breaker "52U" located in switchgear "HVS" at the Biomass Cogeneration Facility to the line side of breaker "2-8" in Station 23.</p> <p>(2) The additional language is mutually agreed to by both parties. Furthermore, Ameresco agrees that this modification is a no cost change to the Delivery Order terms. In consideration of the modification agreed to herein, the Contractor hereby releases the Government from any claims and/or liabilities for the scope as described within this modification.</p> <p>B. All other terms and conditions of the Delivery Order remain unchanged. Period of Performance: 05/15/2009 to 04/01/2031</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11EM003431	5. PROJECT NO. (If applicable)
6. ISSUED BY Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901	7. ADMINISTERED BY (If other than Item 6) Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AMERESCO FEDERAL SOLUTIONS, INC. Attn: KEITH A. DERRINGTON 1820 MIDPARK ROAD SUITE C KNOXVILLE TN 379215955		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 196975957 FACILITY CODE		* 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AM36-02NT41457 DE-AT09-09SR22572	10B. DATED (SEE ITEM 13) 11/30/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

No change in accounting and appropriation data.

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement Between Both Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 62-1376739

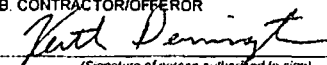
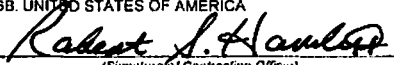
DUNS Number: 196975957

A. Modification #006 is hereby bilaterally issued for the purpose of changing the language in paragraph C.5.2(d) of Delivery Order DE-AC09-09SR22572 to remove Ameresco's requirement to develop a Standards/Requirements Identification Document (S/RIDS) and in its replacement require Ameresco to develop a Compliance Plan for Government acceptance that will be maintained through the performance period of the contract.

(1) Paragraph C.5.2 (d) is changed:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Keith Derrington, Exec. Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert S. Hamlett	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 08/01/2011	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 08/02/2011



NAME OF OFFEROR OR CONTRACTOR  
AMERESCO FEDERAL SOLUTIONS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>From: "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 system 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.)."</p> <p>To: "Upon final approval and execution of the Delivery Order for the project, a compliance plan will be developed by the Contractor for Government acceptance and will be maintained through the performance period of the contract. The plan will capture how the Contractor's management and operations system 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.)."</p> <p>(2) The revised language is mutually agreed to by both parties. Furthermore, Ameresco agrees that this modification is a no cost change to the Delivery Order terms. In consideration of the modification agreed to herein, the Contractor hereby releases the Government from any claims and/or liabilities for the language changes as described within this modification.</p> <p>B. All other terms and conditions of the Delivery Order remain unchanged. LIST OF CHANGES: Reason for Modification : Other Administrative Action Period of Performance: 05/15/2009 to 04/01/2031</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO 007	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO 12EM000604	5 PROJECT NO (if applicable)	
6 ISSUED BY Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901	7 ADMINISTERED BY (if other than Item 6) Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901	
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) AMERESCO FEDERAL SOLUTIONS, INC. Attn: KEITH A. DERRINGTON 1820 MIDPARK ROAD SUITE C KNOXVILLE TN 379215955		(x) 9A AMENDMENT OF SOLICITATION NO	9B DATED (SEE ITEM 11)	
CODE 196975957	FACILITY CODE	x 10A MODIFICATION OF CONTRACT/ORDER NO DE-AM36-02NT41457 DE-AT09-09SR22572	10B DATED (SEE ITEM 13) 11/30/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

No change in accounting and appropriation data.

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
X	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Mutual Agreement Between Both Parties
	D OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 62-1376739

DUNS Number: 196975957

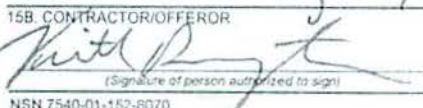

A. Modification #007 is hereby bilaterally issued for the purpose of (1) revising the work scope language in Section C.18 of the Delivery Order for Ameresco to install two 3000 Kvars power factor correction capacitors at the A-Area substation 751-3A, and (2) incorporate the Government accepted Ameresco DOE Directives Compliance Plan-Rev 0, (dated September 2011), as Attachment #5 in "Section J, List of Attachments" of Delivery Order DE-AC09-09SR22572. See Attachment #1 for complete modification narrative and Attachment #2 for copy of Ameresco DOE Directives Compliance Plan-Rev 0.

LIST OF CHANGES:

Reason for Modification : Supplemental Agreement for work within scope

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print) Keith Derrington, Exec. Vice Pres.	15A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert S. Hamlett
15B CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C DATE SIGNED 13 DEC 2011
15B UNITE STATES OF AMERICA  (Signature of Contracting Officer)	16C DATE SIGNED 13 Dec 2011

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 DE-AM36-02NT41457/DE-AT09-09SR22572/007

PAGE OF  
 2 2

NAME OF OFFEROR OR CONTRACTOR  
 AMERESCO FEDERAL SOLUTIONS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total Amount for this Modification: \$0.00 Delivery Location Code: 00902 Savannah River (Loading Dock) Attn: Charlene Stokes-Geter DOE Loading Dock, Bldg. 730B Aiken SC 29802  FOB: Destination Period of Performance: 05/15/2009 to 04/01/2031  Change Item 00001 to read as follows (amount shown is the total amount):				
00001	Design, Construct and Operate a Biomass Cogeneration Power Plant. Line item value is: \$795,336,533.00 Incrementally Funded Amount: \$0.00				795,336,533.00

Modification #007  
Biomass ESPC Delivery Order  
DE-AC09-09SR22572

A. Modification #007 is mutually agreed no-cost change issued for the purpose of (1) revising the work scope language in Section C.18 of the Delivery Order for Ameresco to install two 3000 Kvars power factor correction capacitors at the A-Area substation 751-3A, and (2) incorporate the Government accepted Ameresco DOE Directives Compliance Plan-Rev 0, (dated September 2011), as Attachment #5 in "Section J, List of Attachments" of Delivery Order DE-AC09-09SR22572.

(1) The language in the Biomass ESPC Delivery Order Section C.18 is changed;

From: 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.

To: Government-Furnished Property

As part of the project scope of work Ameresco shall install two (2) 3000 Kvars power factor correction capacitors at the, A-Area at substation 751-3A.

The work required for this project is described below:

-Install concrete foundation, install PVC conduit sleeves for power cables to Capacitor Bank A, install underground conduit between Capacitor Banks A & B, and install grounding conductors to existing ground grid cable.

-Move capacitor banks supplied by Government from storage area and install on support base.

-Provide and install 600A deadbreak elbows for power cable terminations.

-Provide and install two (2) control switches on existing circuit breaker door panel.

-Remove existing watt transducer and provide and install new var transducer in 13.8kv breaker compartment in substation.

-Install all conduit and cabling required to connect the capacitor banks, cables going into SCADA cabinet in Bldg 751-1 will be terminated by Government

The capacitor banks may be delivered with the incorrect cans. If this is the case new cans will be delivered to the site at a Government approved later date. Once new cans are received Ameresco shall replace old cans with the new cans.

(2) The Ameresco DOE Directives Compliance Plan-Rev 0, dated September 2011, (attached to this modification) is incorporated as Attachment #5 in "Section J, List of Attachments" of Delivery Order DE-AC09-09SR22572. The Ameresco DOE Directives Compliance Plan is contractual deliverable that was developed in accordance with Delivery Order Paragraph C.5.2(d) to document Ameresco's tailored approach of compliance to the Government provided list of mandatory DOE directives and shall be maintained by Ameresco through the performance period of the contract.

**B. Ameresco agrees that the actions in this modification are no cost changes to the ESPC Delivery Order terms. In consideration of the modification agreed to herein, the Contractor hereby releases the Government from any claims and/or liabilities for the scope as described within this modification.**

**C. All other terms and conditions of the ESPC Delivery Order remain unchanged.**

2. AMENDMENT/MODIFICATION NO. 008  
 3. EFFECTIVE DATE See Block 16C  
 4. REQUISITION/PURCHASE REQ. NO. 12EM000668  
 5. PROJECT NO. (if applicable)

6. ISSUED BY CODE 00901  
 Savannah River Operations  
 U.S. Department of Energy  
 Savannah River Operations  
 P.O. Box A  
 Aiken SC 29802  
 7. ADMINISTERED BY (if other than Item 6) CODE 00901  
 Savannah River Operations  
 U.S. Department of Energy  
 Savannah River Operations  
 P.O. Box A  
 Aiken SC 29802

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 AMERESCO FEDERAL SOLUTIONS, INC.  
 Attn: KEITH A. DERRINGTON  
 1820 MIDPARK ROAD  
 SUITE C  
 KNOXVILLE TN 379215955  
 9A. AMENDMENT OF SOLICITATION NO. (x)  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. x  
 DE-AM36-02NT41457  
 DE-AT09-09SR22572  
 10B. DATED (SEE ITEM 13)  
 11/30/2009  
 CODE 196975957 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
 No change in accounting and appropriation data.

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE  
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 Mutual Agreement Between Both Parties  
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Tax ID Number: 62-1376739  
 DUNS Number: 196975957  
 Modification #008 is a mutually agreed no-cost change issued for the purpose of documenting the following changes to Delivery Order (DO) DE-AT09-09SR22572: (1) formally document DOE acceptance of Energy Conservation Measures (ECM) #1 and #2 and the transfer of their titles to the Government (2) replace the Schedule DO-5(a) Termination Liability Payment Schedule in DO Attachment #1, Ameresco Revised Final Proposal (3) document the negotiated shared benefits from the interest cost savings generated by the restructuring of the DO payment schedule due dates (4) document language changes in the DO and the Ameresco Revised Final Proposal resulting from the revised payment schedule and (5) document the DO actual performance period dates and measurement and verification reporting requirements. See Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  
 KEITH DERRINGTON, EXEC. V. P.  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Robert S. Hamlett  
 15B. CONTRACTOR/OFFEROR  
 (Signature of person authorized to sign)  
 15C. DATE SIGNED  
 21 DEC 2011  
 16B. UNITED STATES OF AMERICA  
 (Signature of Contracting Officer)  
 16C. DATE SIGNED  
 12/21/2011

NAME OF OFFEROR OR CONTRACTOR  
**AMERESCO FEDERAL SOLUTIONS, INC.**

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>Attachment #1 for complete Modification Narrative, Attachment #2 for the Revised DO-5(a) Payment Schedule and Attachment #3 for the Scope of Work describing the two Biomass Cogeneration Facility Upgrades.</p> <p>LIST OF CHANGES:  Reason for Modification : Supplemental Agreement for work within scope  Delivery Location Code: 00902  Savannah River (Loading Dock)  Attn: Charlene Stokes-Geter  DOE Loading Dock, Bldg. 730B  Aiken SC 29802</p> <p>FOB: Destination  Period of Performance: 05/15/2009 to 04/01/2031</p> <p>Change Item 00001 to read as follows (amount shown is the total amount):</p> <p>Design, Construct and Operate a Biomass Cogeneration Power Plant.  Line item value is:: \$795,336,533.00  Incrementally Funded Amount: \$0.00</p>				795,336,533.00

## Modification #008

### Biomass ESPC Delivery Order

DE-AT09-09SR22572

A. Modification #008 is a mutually agreed no-cost change issued for the purpose of documenting the following changes to Delivery Order (DO) DE-AT09-09SR22572: (1) formally document DOE acceptance of Energy Conservation Measures (ECM) #1 and #2 and the transfer of their titles to the Government (2) replace the Schedule DO-5(a) Termination Liability Payment Schedule in DO Attachment #1, Ameresco Revised Final Proposal (3) document the negotiated shared benefits from the interest cost savings generated by the restructuring of the DO payment schedule due dates (4) document language changes in the DO and the Ameresco Revised Final Proposal resulting from the revised payment schedule and (5) document the DO actual performance period dates and measurement and verification reporting requirements.

(1) Energy Conservation Measure (ECM) #1 and ECM #2, as described in the Delivery Order and Ameresco Revised Final Proposal, were accepted effective December 19, 2011 and March 22, 2011, respectively. Title to such ECMs are hereby transferred to the Government as of December 19, 2011 in accordance with Section H.19 of the Order.

(2) The Schedule DO-5(a)—Termination Liability Schedule (Revised December 2011), attached hereto, replaces Schedule DO-5(a) in the Ameresco Revised Final Proposal, dated 11 May 2009; and the Revised Schedule DO-5(a) attached hereto is incorporated into the Delivery Order by this reference.

(3) In consideration for the economic benefit of \$4,301,390 the Contractor will receive from its lenders due to the Government's moving up the annual payment dates for the debt service payments from May 1 to January 5 of each of the fifteen payment year periods as set forth in the revised Schedule DO-5(a) – Termination Liability Schedule attached hereto, the parties have agreed to the following: (i) the first debt service payment from the Government shall be reduced by \$2,150,695 (50% of such economic benefit); (ii) Contractor shall utilize (\$1,075,348) 25% of such economic benefit to procure additional equipment and to provide additional services to the Government as described in the attached Scope of Work (SOW), pursuant to which Contractor shall credit the Government's Service Period Payment for any monies that have not been spent following closeout of the SOW; and (iii) Contractor will retain (\$1,075,348) 25% of such economic benefit. The Government acknowledges that such economic benefit is based on the Year One debt service payment being received on or before January 5, 2012.

(4) Section G.3(b)(i) of the Order is revised to delete "April 1" and replace it with "December 5" to reflect that Contractor shall submit its invoice to the Government for the annual debt service payments on or before December 5<sup>th</sup> of each year, commencing December 5, 2011; provided, however, that the Contractor shall submit the Year One debt invoice upon execution of this modification and the Government shall pay such invoice no later than January 5, 2012.



**(5) The first year performance period for baseline and annual measurement and verification purposes shall be December 19, 2011 through April 30, 2013; and subsequent annual performance periods shall be from May 1 through April 30 each year.**

**B. Nothing contained herein shall relieve Contractor of its obligation to (i) submit the Annual M&V Report to the Agency Contracting Officer within 120 days following April 30 of each year during the Order term and (ii) submit monthly reports relating to steam production, fuel usage and electrical production parameters pursuant to Section 4.2 of Contractor's final proposal dated May 11, 2009.**

**C. Ameresco agrees that this modification is no cost change to the ESPC Delivery Order terms. In consideration of the modification agreed to herein, the Contractor hereby releases the Government from any claims and/or liabilities for the scope as described within this modification.**

**D. All other terms and conditions of the ESPC Delivery Order and Ameresco Revised Final Proposal remain unchanged.**

## **BIOMASS COGENERATION FACILITY UPGRADES**

Ameresco will include two additional improvements for the Biomass Cogeneration Facility. These are described below.

### **1.0 BACKUP BOILER PACKAGE**

Procurement of (1) low NO<sub>x</sub>, 70,000 pph, 400 psig design, trailer-mounted, re-conditioned package water-tube Nebraska boiler is set to burn #2 Fuel Oil. Nationwide Boiler or equivalent supplier of a low NO<sub>x</sub>, 70,000 pph, 400 psig design, and trailer-mounted package water-tube Nebraska boiler is set to burn Natural Gas or #2 Oil. The skid is fully piped and wired and includes the following components:

- ◆ Faber Low NO<sub>x</sub> Burner
- ◆ Water Column and Site Glass
- ◆ Steam Pressure Gauge
- ◆ Low-water Cutoffs
- ◆ Safety Valves
- ◆ FW Stop & Check Valves
- ◆ Blowdown Valves
- ◆ Continuous Blowdown Metering Valve
- ◆ Chemical Feed Valve
- ◆ Single Element Pneumatic FW Regulator w/ Pre-piped 3-valve Bypass
- ◆ BMS / Combustion Controls
- ◆ Complete Fuel Train & Pilot Ignition System
- ◆ Forced-draft Fan, Motor, & Starter
- ◆ Steam Non-return Valve
- ◆ Stack (loose)
- ◆ NEMA 4 Electrical Enclosures
- ◆ Meets FM / IRI Insurance Standards
- ◆ Meets NFPA 85
- ◆ Weatherproofed (except for freezing)
- ◆ Operating Manuals
- ◆ ASME Documentation
- ◆ Fabrication of permanent piping spools for connections specifically designed for this boiler skid for the following utilities (connections on other side of utilities are part of original contract scope):
  - ◆ Steam
  - ◆ Fuel Oil
  - ◆ Boiler Feed Water
  - ◆ Power Supply
  - ◆ Compressed Air
- ◆ Startup Services and Training of Ameresco Personnel

## **2.0 DOMESTIC WATER CROSS CONNECTION**

The domestic water cross connection between the new 12" river water line to the 10" Site domestic water loop will act as an emergency water supply to provide approximately 600 gallons per minute short term to the Biomass Cogeneration Facility.

This scope of work includes the procurement and installation of the piping, valves, back flow preventer, instrumentation and appurtenances between the existing 12" river water header and the 10" domestic water header. The design and permit are provided by SRNS. The installation scope includes the following items.

- ◆ Installation of approximately 180 feet of 10" ductile iron domestic water line
- ◆ Installation of a 12" x 12" x 10" ductile iron tee in the underground portion of the river water line along with isolation valves, 12" ductile iron piping/connections and mechanical joints/thrust protection are needed before the BCF goes on line permanently.
- ◆ A maximum 10" back flow preventer (bfp) with concrete pad for mounting and bfp enclosure with heater, protective bollards along with a power supply including power pole(s), wire, disconnects and appurtenances are needed along with connection tap (tapping sleeve) into the existing 10" domestic water line piping and isolation valve between the tap and the backflow preventer and the final connection piping from the bfp outlet to the first 10" isolation valve off the 12" river water line.
- ◆ Excavation and back fill required for pipe installation
- ◆ Instrumentation for interconnection of domestic water line
- ◆ Concrete required per the design drawings
- ◆ Other materials as indicated on the drawings

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 12EM001113	5. PROJECT NO. (If applicable)
6. ISSUED BY Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901	7. ADMINISTERED BY (If other than Item 6) Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	CODE 00901
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AMERESCO FEDERAL SOLUTIONS, INC. Attn: KEITH A. DERRINGTON 1820 MIDPARK ROAD SUITE C KNOXVILLE TN 379215955		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 196975957		FACILITY CODE	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AM36-02NT41457 DE-AT09-09SR22572	
		10B. DATED (SEE ITEM 13) 11/30/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

No change in accounting and appropriation data.

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement Between Both Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

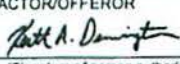

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 62-1376739

DUNS Number: 196975957

A. Modification #009 is hereby bilaterally issued for the purpose of incorporating a Standard Large Generator Interconnection Agreement (LGIA) in Delivery Order DE-AT09-09SR22572. The LGIA is a signatory agreement between DOE-Savannah River (DOE-SR) (Interconnection Customer) and South Carolina Electric & Gas (SCE&G) (Transmission Provider). It defines their roles and responsibilities required by the interconnection of the Biomass Cogeneration Facility's (BCF) 20MW turbine/generator electrical feeder into the Savannah River Site's (SRS) electrical grid system. The LGIA also identifies Ameresco Federal Solutions, LLC (Ameresco) as the "Operating Contractor" and includes the operational and maintenance responsibilities that Ameresco are obligated to perform under Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Keith A. Derrington, Executive Vice President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert S. Hamlett
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 4/25/2012
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 4/26/2012

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 DE-AM36-02NT41457/DE-AT09-09SR22572/009

PAGE OF  
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NAME OF OFFEROR OR CONTRACTOR  
 AMERESCO FEDERAL SOLUTIONS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>Biomass ESPC Delivery Order DE-AT09-09SR22572.</p> <p>(1) On page 23 of the Delivery Order, Section J, titled "List of Attachments", add the following entry as the fifth attachment: "Standard Large Generator Interconnection Agreement (LGIA)".</p> <p>(2) The LGIA is included as an attachment to this modification and shall be incorporated appropriately as the fifth attachment in Section J.</p> <p>B. Ameresco agrees that this modification is no cost change to the ESPC Delivery Order terms. In consideration of the modification agreed to herein, the Contractor hereby releases the Government from any claims and/or liabilities for the requirements referenced in this modification.</p> <p>C. All other terms and conditions of the ESPC Delivery Order and Ameresco Revised Final Proposal remain unchanged.</p> <p>LIST OF CHANGES:                      Reason for Modification : Other Administrative Action-Incorporate Completed LGIA into Delivery Order</p> <p>Delivery Location Code: 00902                      Savannah River (Loading Dock)                      Attn: Charlene Stokes-Geter                      DOE Loading Dock, Bldg. 730B                      Aiken SC 29802</p> <p>FOB: Destination                      Period of Performance: 05/15/2009 to 04/01/2031</p> <p>Change Item 00001 to read as follows (amount shown is the total amount):</p> <p>Design, Construct and Operate a Biomass Cogeneration Power Plant.                      Line item value is:: \$795,336,533.00                      Incrementally Funded Amount: \$0.00</p>				795,336,533.00

**Appendix 6 to the Standard Large  
Generator Interconnection Procedures**

**STANDARD LARGE GENERATOR  
INTERCONNECTION AGREEMENT (LGIA)**

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## STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT

**THIS STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of April 2012, by and between the Department of Energy – Savannah River Operations Office ("Interconnection Customer" with a Large Generating Facility) and South Carolina Electric & Gas ("Transmission Provider and/or Transmission Owner"). Interconnection Customer and Transmission Provider each may be referred to as a "Party" or collectively as the "Parties."

### Recitals

**WHEREAS**, Transmission Provider operates the Transmission System; and

**WHEREAS**, Interconnection Customer intends to own, lease and/or control the Generating Facility identified as a Large Generating Facility in Appendix C to this Agreement; and

**WHEREAS**, Interconnection Customer and Transmission Provider have agreed to enter into this Agreement for the purpose of interconnecting the Large Generating Facility with the Transmission System;

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this Standard Large Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used or the Open Access Transmission Tariff (Tariff).

## **Article 1. Definitions**

**Adverse System Impact** shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.

**Affected System** shall mean an electric system other than the Transmission Provider's Transmission System that may be affected by the proposed interconnection.

**Affected System Operator** shall mean the entity that operates an Affected System.

**Affiliate** shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

**Ancillary Services** shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.

**Applicable Laws and Regulations** shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Applicable Reliability Council** shall mean the reliability council applicable to the Transmission System to which the Generating Facility is directly interconnected.

**Applicable Reliability Standards** shall mean the requirements and guidelines of NERC, the Applicable Reliability Council, and the Control Area of the Transmission System to which the Generating Facility is directly interconnected.

**Base Case** shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies by the Transmission Provider, Operating Contractor, and/or Interconnection Customer.

**Breach** shall mean the failure of a Party to perform or observe any material term or condition of the Standard Large Generator Interconnection Agreement.

**Breaching Party** shall mean a Party that is in Breach of the Standard Large Generator Interconnection Agreement.

**Business Day** shall mean Monday through Friday, excluding Federal Holidays.

**Calendar Day** shall mean any day including Saturday, Sunday or a Federal Holiday.

**Clustering** shall mean the process whereby a group of Interconnection Requests is studied together, instead of serially, for the purpose of conducting the Interconnection System Impact Study.

**Operation** shall mean the status of a Generating Facility that has commenced generating electricity, excluding electricity generated during Trial Operation.

**Operation Date** of a unit shall mean the date on which the Generating Facility commences Operation as agreed to by the Parties pursuant to Appendix E to the Standard Large Generator Interconnection Agreement.

**Confidential Information** shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise.

**Control Area** shall mean an electrical system or systems bounded by interconnection metering and telemetry, capable of controlling generation to maintain its interchange schedule with other Control Areas and contributing to frequency regulation of the interconnection. A Control Area must be certified by the Applicable Reliability Council.

**Default** shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Standard Large Generator Interconnection Agreement.

**Dispute Resolution** shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

**Distribution System** shall mean the Transmission Provider's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage



transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among areas.

**Distribution Upgrades** shall mean the additions, modifications, and upgrades to the Transmission Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility. Distribution Upgrades do not include Interconnection Facilities.

**Effective Date** shall mean the date on which the Standard Large Generator Interconnection Agreement becomes effective upon execution by the Parties.

**Emergency Condition** shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of a Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to Transmission Provider's Transmission System, Transmission Provider's Interconnection Facilities or the electric systems of others to which the Transmission Provider's Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by the Standard Large Generator Interconnection Agreement to possess black start capability.

**Energy Resource Interconnection Service** shall mean an Interconnection Service that allows the Interconnection Customer to connect its Generating Facility to the Transmission Provider's Transmission System to be eligible to deliver the Generating Facility's electric output using the existing firm or nonfirm capacity of the Transmission Provider's Transmission System on an as available basis. Energy Resource Interconnection Service in and of itself does not convey transmission service.

**Engineering & Procurement (E&P) Agreement** shall mean an agreement that authorizes the Transmission Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

**Environmental Law** shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

**Federal Power Act** shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

**FERC** shall mean the Federal Energy Regulatory Commission (Commission) or its successor.

**Force Majeure** shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

**Generating Facility** shall mean Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

**Generating Facility Capacity** shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

**Good Utility Practice** shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

**Governmental Authority** shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Transmission Provider, or any Affiliate thereof.

**Hazardous Substances** shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

**Initial Synchronization Date** shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

**In-Service Date** shall mean the date upon which the Interconnection Customer and/or Operating Contractor reasonably expects it will be ready to begin use of the Transmission Provider's Interconnection Facilities to obtain back feed power.

**Interconnection Customer** shall mean any entity, including the Transmission Provider, Transmission Owner or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Transmission Provider's Transmission System.

**Interconnection Facilities** shall mean the Transmission Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

**Interconnection Facilities Study** shall mean a study conducted by the Transmission Provider or a third party consultant for the Interconnection Customer to determine a list of facilities (including Transmission Provider's Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Transmission Provider's Transmission System. The scope of the study is defined in Section 8 of the Standard Large Generator Interconnection Procedures.

**Interconnection Facilities Study Agreement** shall mean the form of agreement contained in Appendix 4 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Facilities Study.

**Interconnection Feasibility Study** shall mean a preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to the Transmission Provider's Transmission System, the scope of which is described in Section 6 of the Standard Large Generator Interconnection Procedures.

**Interconnection Feasibility Study Agreement** shall mean the form of agreement contained in Appendix 2 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Feasibility Study.

**Interconnection Request** shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Standard Large Generator Interconnection Procedures, in accordance with the Tariff, to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Generating Facility that is interconnected with the Transmission Provider's Transmission System.

**Interconnection Service** shall mean the service provided by the Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Transmission Provider's Transmission System and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Standard Large Generator Interconnection Agreement and, if applicable, the Transmission Provider's Tariff.

**Interconnection Study** shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, and the Interconnection Facilities Study described in the Standard Large Generator Interconnection Procedures.

**Interconnection System Impact Study** shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of Transmission Provider's Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, focusing on the Adverse System Impacts identified in the Interconnection Feasibility Study, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Standard Large Generator Interconnection Procedures.

**Interconnection System Impact Study Agreement** shall mean the form of agreement contained in Appendix 3 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection System Impact Study.

**IRS** shall mean the Internal Revenue Service.

**Joint Operating Committee** shall be a group made up of representatives from the Interconnection Customer, Operating Contractor and Transmission Provider to coordinate operating and technical considerations of Interconnection Service.

**Large Generating Facility** shall mean a Generating Facility having a Generating Facility Capacity of more than 20 MW.

**Loss** shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under the Standard Large Generator Interconnection Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnifying Party.

**Material Modification** shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request with a later queue priority date.

**Metering Equipment** shall mean all metering equipment installed or to be installed at the Generating Facility pursuant to the Standard Large Generator Interconnection Agreement at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

**NERC** shall mean the North American Electric Reliability Council or its successor organization.

**Network Resource** shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service Tariff. Network Resources do not include any resource, or any portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis.

**Network Resource Interconnection Service** shall mean an Interconnection Service that allows the Interconnection Customer to integrate its Large Generating Facility with the Transmission Provider's Transmission System (1) in a manner

comparable to that in which the Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an RTO or ISO with market based congestion management, in the same manner as Network Resources. Network Resource Interconnection Service in and of itself does not convey transmission service.

**Network Upgrades** shall mean the additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission Provider's Transmission System to accommodate the interconnection of the Large Generating Facility to the Transmission Provider's Transmission System.

**Notice of Dispute** shall mean a written notice of a dispute or claim that arises out of or in connection with the Standard Large Generator Interconnection Agreement or its performance.

**Operating Contractor** shall refer to Ameresco Federal Solutions, LLC who, via a contract with the Interconnection Customer DE-AT09-09SR22572, will operate and maintain the Large Generating Facility for approximately 19 years.

**Operating Contractor's Facilities** shall mean all facilities and equipment, as identified in Appendix A of the Standard Large Generator Interconnection Agreement, at the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically connect the Generating Facility to the Interconnection Customer's Interconnection Facilities which are connected to the Transmission Provider's Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

**Optional Interconnection Study** shall mean a sensitivity analysis based on assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement.

**Optional Interconnection Study Agreement** shall mean the form of agreement contained in Appendix 5 of the Standard Large Generator Interconnection Procedures for conducting the Optional Interconnection Study.

**Party or Parties** shall mean Transmission Provider, Transmission Owner, Interconnection Customer, and Operating Contractor or any combination of the above.

**Point of Change of Ownership** shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the Interconnection

Customer's Interconnection Facilities connect to the Transmission Provider's Interconnection Facilities.

**Point of Interconnection** shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the Interconnection Facilities connect to the Transmission Provider's Transmission System.

**Queue Position** shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by the Transmission Provider.

**Reasonable Efforts** shall mean, with respect to an action required to be attempted or taken by a Party under the Standard Large Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

**Scoping Meeting** shall mean the meeting between representatives of the Operating Contractor, Interconnection Customer and Transmission Provider conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

**Site Control** shall mean documentation reasonably demonstrating: (1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility; (2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between Interconnection Customer and the entity having the right to sell, lease or grant Interconnection Customer the right to possess or occupy a site for such purpose.

**Small Generating Facility** shall mean a Generating Facility that has a Generating Facility Capacity of no more than 20 MW.

**Stand Alone Network Upgrades** shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both the Transmission Provider and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Standard Large Generator Interconnection Agreement.

**Standard Large Generator Interconnection Agreement (LGIA)** shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility that is included in the Transmission Provider's Tariff.

**Standard Large Generator Interconnection Procedures (LGIP)** shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility that are included in the Transmission Provider's Tariff.

**System Protection Facilities** shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission Provider's Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Transmission Provider's Transmission System or on other delivery systems or other generating systems to which the Transmission Provider's Transmission System is directly connected.

**Tariff** shall mean the Transmission Provider's Tariff through which open access transmission service and Interconnection Service are offered, as filed with FERC, and as amended or supplemented from time to time, or any successor tariff.

**Transmission Owner** shall mean an entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at the Point of Interconnection and may be a Party to the Standard Large Generator Interconnection Agreement to the extent necessary.

**Transmission Provider** shall mean the public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff. The term Transmission Provider should be read to include the Transmission Owner when the Transmission Owner is separate from the Transmission Provider.

**Transmission Provider's Interconnection Facilities** shall mean all facilities and equipment owned, controlled or operated by the Transmission Provider from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Standard Large Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Transmission Provider's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

**Transmission System** shall mean the facilities owned, controlled or operated by the Transmission Provider or Transmission Owner that are used to provide transmission



service under the Tariff. This includes the facilities leased to the Transmission Provider under contract DE-RO09-95SR18531 between the U. S. Department of Energy and SCE&G; these leased facilities are operated pursuant to a grandfathered agreement signed prior to the implementation of the Tariff.

**Trial Operation** shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Operation.

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**Article 2. Effective Date, Term, and Termination**

**2.1 Effective Date.** This LGIA shall become effective upon execution by the Parties.

**2.2 Term of Agreement.** Subject to the provisions of Article 2.3, this LGIA shall remain in effect for a period of ten (10) years from the Effective Date or such other longer period as Interconnection Customer may request (Term to be specified in individual agreements) and shall be automatically renewed for each successive one-year period thereafter.

**2.3 Termination Procedures.**

**2.3.1 Written Notice.** This LGIA may be terminated by Interconnection Customer after giving Transmission Provider ninety (90) Calendar Days advance written notice.

**2.3.2 Default.** Either Interconnection Customer or Transmission Provider may terminate this LGIA in accordance with Article 17.

**2.3.3** Notwithstanding Articles 2.3.1 and 2.3.2, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

**2.4 Termination Costs.** If a Party elects to terminate this Agreement pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other Parties, as of the date of the Parties' receipt of such notice of termination, that are the responsibility of the Terminating Party under this LGIA. In the event of termination by a Party, the Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this LGIA, unless otherwise ordered or approved by FERC:

**2.4.1** With respect to any portion of Transmission Provider's Interconnection Facilities that have not yet been constructed or installed, Transmission Provider shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and Transmission Provider shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Transmission Provider for any or all such costs of materials or equipment not taken by Interconnection Customer, Transmission Provider shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by Transmission Provider to cancel any pending orders of or return such materials, equipment, or contracts.

If an Interconnection Customer terminates this LGIA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Network Upgrades for which Transmission Provider has incurred expenses and has not been reimbursed by Interconnection Customer.

**2.4.2** Transmission Provider may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Transmission Provider shall be responsible for all costs associated with procuring such materials, equipment, or facilities.

- 2.4.3** With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this LGIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.
- 2.5 Disconnection.** Upon termination of this LGIA, the Parties will take all appropriate steps to disconnect the Large Generating Facility from the Transmission System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from a non-terminating Party's Default of this LGIA or such non-terminating Party otherwise is responsible for these costs under this LGIA.
- 2.6 Survival.** This LGIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this LGIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this LGIA was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this LGIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

### **Article 3. Regulatory Filings**

- 3.1 Filing.** Transmission Provider shall file this LGIA (and any amendment hereto) with the appropriate Governmental Authority, if required. Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If Interconnection Customer has executed this LGIA, or any amendment thereto, Interconnection Customer shall reasonably cooperate with Transmission Provider with respect to such filing and to provide any information reasonably requested by Transmission Provider needed to comply with applicable regulatory requirements.

### **Article 4. Scope of Service**

- 4.1 Interconnection Product Options.** Interconnection Customer has selected the following type of Interconnection Service:

#### **4.1.1 Energy Resource Interconnection Service.**

**4.1.1.1 The Product.** Energy Resource Interconnection Service allows Interconnection Customer to connect the Large Generating Facility to the Transmission System and be eligible to deliver the Large Generating Facility's output using the existing firm or non-firm capacity of the Transmission System on an "as available" basis. To the extent Interconnection Customer wants to receive Energy Resource Interconnection Service, Transmission Provider shall construct facilities identified in Attachment A.

**4.1.1.2 Transmission Delivery Service Implications.** Under Energy Resource Interconnection Service, Interconnection Customer will be eligible to inject power from the Large Generating Facility into and deliver power across the interconnecting Transmission Provider's Transmission System on an "as available" basis up to the amount of MWs identified in the applicable stability and steady state studies to the extent the upgrades initially required to qualify for Energy Resource Interconnection Service have been constructed. Where eligible to do so (e.g., PJM, ISO-NE, NYISO), Interconnection Customer may place a bid to sell into the market up to the maximum identified Large Generating

Facility output, subject to any conditions specified in the interconnection service approval, and the Large Generating Facility will be dispatched to the extent Interconnection Customer's bid clears. In all other instances, no transmission delivery service from the Large Generating Facility is assured, but Interconnection Customer may obtain Point-to-Point Transmission Service, Network Integration Transmission Service, or be used for secondary network transmission service, pursuant to Transmission Provider's Tariff, up to the maximum output identified in the stability and steady state studies. In those instances, in order for Interconnection Customer to obtain the right to deliver or inject energy beyond the Large Generating Facility Point of Interconnection or to improve its ability to do so, transmission delivery service must be obtained pursuant to the provisions of Transmission Provider's Tariff. The Interconnection Customer's ability to inject its Large Generating Facility output beyond the Point of Interconnection, therefore, will depend on the existing capacity of Transmission Provider's Transmission System at such time as a transmission service request is made that would accommodate such delivery. The provision of firm Point-to-Point Transmission Service or Network Integration Transmission Service may require the construction of additional Network Upgrades.

- 4.2 **Provision of Service.** Transmission Provider shall provide Interconnection Service for the Large Generating Facility at the Point of Interconnection.
- 4.3 **Performance Standards.** Each Party shall perform all of its obligations under this LGIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this LGIA for its compliance therewith.
- 4.4 **No Transmission Delivery Service.** The execution of this LGIA does not constitute a request for, nor the provision of, any transmission delivery service under Transmission Provider's Tariff. These terms do not conflict with contract DE-RO09-95SR18531 between the U.S. DOE and SCE&G.

**4.5 Interconnection Customer Provided Services.** The services provided by Interconnection Customer under this LGIA are set forth in Article 9.6 and Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

**Article 5. Interconnection Facilities Engineering, Procurement, and Construction**

**5.1 Options.** Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and Operation Date; and either Standard Option or Alternate Option set forth below for completion of Transmission Provider's Interconnection Facilities and Network Upgrades as set forth in Appendix A, Interconnection Facilities and Network Upgrades, and such dates and selected option shall be set forth in Appendix B, Milestones.

**5.1.1 Standard Option.** Transmission Provider shall design, procure, and construct Transmission Provider's Interconnection Facilities and Network Upgrades, using Reasonable Efforts to complete Transmission Provider's Interconnection Facilities and Network Upgrades by the dates set forth in Appendix B, Milestones. Transmission Provider shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event Transmission Provider reasonably expects that it will not be able to complete Transmission Provider's Interconnection Facilities and Network Upgrades by the specified dates, Transmission Provider shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

**5.1.2 Alternate Option.** If the dates designated by Interconnection Customer are acceptable to Transmission Provider, Transmission Provider shall so notify Interconnection Customer within thirty (30) Calendar Days, and shall assume responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities by the designated dates.

If Transmission Provider subsequently fails to complete Transmission Provider's Interconnection Facilities by the In-Service Date, to the extent necessary to provide back feed power; or fails to complete Network Upgrades by the Initial Synchronization Date to the extent necessary to



allow for Trial Operation at full power output, unless other arrangements are made by the Parties for such Trial Operation; or fails to complete the Network Upgrades by the Operation Date, as such dates are reflected in Appendix B, Milestones; Transmission Provider shall pay Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer shall be extended day for day for each day that the applicable RTO or ISO refuses to grant clearances to install equipment.

**5.1.3 Option to Build.** If the dates designated by Interconnection Customer are not acceptable to Transmission Provider, Transmission Provider shall so notify Interconnection Customer within thirty (30) Calendar Days, and unless the Parties agree otherwise, Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.2. Transmission Provider and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

**5.1.4 Negotiated Option.** If Interconnection Customer elects not to exercise its option under Article 5.1.3, Option to Build, Interconnection Customer shall so notify Transmission Provider within thirty (30) Calendar Days, and the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives or the procurement and construction of a portion of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades by Interconnection Customer) pursuant to which Transmission Provider is responsible for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Network Upgrades. If the Parties are unable to reach agreement on such terms and conditions, Transmission Provider shall assume responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Network Upgrades pursuant to 5.1.1, Standard Option.

**5.2 General Conditions Applicable to Option to Build.** If Interconnection Customer assumes responsibility for the design, procurement and construction of

**Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades,**

**(1) Interconnection Customer shall engineer, procure equipment, and construct Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by Transmission Provider;**

**(2) Interconnection Customer's engineering, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which Transmission Provider would be subject in the engineering, procurement or construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;**

**(3) Transmission Provider shall review and approve the engineering design, equipment acceptance tests, and the construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;**

**(4) prior to commencement of construction, Interconnection Customer shall provide to Transmission Provider a schedule for construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Transmission Provider;**

**(5) at any time during construction, Transmission Provider shall have the right to gain unrestricted access to Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;**

**(6) at any time during construction, should any phase of the engineering, equipment procurement, or construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Transmission Provider, Interconnection Customer shall be obligated to remedy deficiencies in that portion of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;**

**(7) Interconnection Customer shall indemnify Transmission Provider for claims arising from Interconnection Customer's construction of**

Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;

(8) Interconnection Customer shall transfer control of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades to Transmission Provider;

(9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Transmission Provider's Interconnection Facilities and Stand-Alone Network Upgrades to Transmission Provider;

(10) Transmission Provider shall approve and accept for operation and maintenance Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

(11) Interconnection Customer shall deliver to Transmission Provider "as-built" drawings, information, and any other documents that are reasonably required by Transmission Provider to assure that the Interconnection Facilities and Stand-Alone Network Upgrades are built to the standards and specifications required by Transmission Provider.

**5.3 Liquidated Damages.** The actual damages to Interconnection Customer, in the event Transmission Provider's Interconnection Facilities or Network Upgrades are not completed by the dates designated by Interconnection Customer and accepted by Transmission Provider pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by Transmission Provider to Interconnection Customer in the event that Transmission Provider does not complete any portion of Transmission Provider's Interconnection Facilities or Network Upgrades by the applicable dates, shall be an amount equal to  $\frac{1}{2}$  of 1 percent per day of the actual cost of Transmission Provider's Interconnection Facilities and Network Upgrades, in the aggregate, for which Transmission Provider has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of Transmission Provider's Interconnection Facilities and Network Upgrades for which Transmission Provider has assumed responsibility to design,

procure, and construct. The foregoing payments will be made by Transmission Provider to Interconnection Customer as just compensation for the damages caused to Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this LGIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Transmission Provider's failure to meet its schedule.

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of Transmission Provider's Interconnection Facilities or Network Upgrades to take the delivery of power for the Large Generating Facility's Trial Operation or to export power from the Large Generating Facility on the specified dates, unless Interconnection Customer would have been able to commence use of Transmission Provider's Interconnection Facilities or Network Upgrades to take the delivery of power for Large Generating Facility's Trial Operation or to export power from the Large Generating Facility, but for Transmission Provider's delay; (2) Transmission Provider's failure to meet the specified dates is the result of the action or inaction of Interconnection Customer or any other Interconnection Customer who has entered into an LGIA with Transmission Provider or any cause beyond Transmission Provider's reasonable control or reasonable ability to cure; (3) the Interconnection Customer has assumed responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.

#### **5.4 [RESERVED]**

**5.5 Equipment Procurement.** If responsibility for construction of Transmission Provider's Interconnection Facilities or Network Upgrades is to be borne by Transmission Provider, then Transmission Provider shall commence design of Transmission Provider's Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

**5.5.1** Transmission Provider has completed the Facilities Study pursuant to the Facilities Study Agreement;

**5.5.2** Transmission Provider has received written authorization to proceed with design and procurement from Interconnection Customer by the date specified in Appendix B, Milestones; and

- 5.5.3** Interconnection Customer has provided security to Transmission Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.
- 5.6 Construction Commencement.** Transmission Provider shall commence construction of Transmission Provider's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:
- 5.6.1** Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;
- 5.6.2** Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of Transmission Provider's Interconnection Facilities and Network Upgrades;
- 5.6.3** Transmission Provider has received written authorization to proceed with construction from Interconnection Customer by the date specified in Appendix B, Milestones; and
- 5.6.4** Interconnection Customer has provided security to Transmission Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.
- 5.7 Work Progress.** The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Either Party may, at any time, request a progress report from the other Party. If, at any time, Interconnection Customer determines that the completion of Transmission Provider's Interconnection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will provide written notice to Transmission Provider of such later date upon which the completion of Transmission Provider's Interconnection Facilities will be required.
- 5.8 Information Exchange.** As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties' Interconnection Facilities and compatibility of the Interconnection Facilities with Transmission Provider's Transmission System, and shall work diligently and in good faith to make any necessary design changes.
- 5.9 Limited Operation.** If any of Transmission Provider's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the

Operation Date of the Large Generating Facility, Transmission Provider shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Large Generating Facility and Interconnection Customer's Interconnection Facilities may operate prior to the completion of Transmission Provider's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this LGIA. Transmission Provider shall permit Interconnection Customer to operate the Large Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.

**5.10 Operating Contractor's Facilities ("OCF").** Operating Contractor shall, at its expense, design, procure, construct, and install the OCF, as set forth in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

**5.10.1 Operating Contractor's Facility Specifications.** Operating Contractor shall submit initial specifications for the OCF, including System Protection Facilities, to Transmission Provider at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Transmission Provider shall review such specifications to ensure that the OCF are compatible with the technical specifications, operational control, and safety requirements of Transmission Provider and comment on such specifications within thirty (30) Calendar Days of Operating Contractor's submission. All specifications provided hereunder shall be deemed confidential.

**5.10.2 Transmission Provider's Review.** Transmission Provider's review of Operating Contractor's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Large Generating Facility, or the Interconnection Customer's Interconnection Facilities. Operating Contractor shall make such changes to the OCF as may reasonably be required by Transmission Provider, in accordance with Good Utility Practice, to ensure that the OCF are compatible with the technical specifications, operational control, and safety requirements of Transmission Provider.

**5.10.3 OCF Construction.** The OCF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Operation Date, unless the Parties agree on another mutually acceptable deadline, Operating Contractor shall deliver to Transmission Provider "as-built" drawings, information and documents for the OCF, such as: a one-line diagram, a site plan showing the Large Generating Facility and the Interconnection Customer's Interconnection Facilities, plan and elevation drawings showing the layout of the OCF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with Operating Contractor's step-up transformers, the facilities connecting the Large Generating Facility to the step-up transformers and the OCF, and the impedances (determined by factory tests) for the associated step-up transformers and the Large Generating Facility. The Operating Contractor shall provide Transmission Provider specifications for the excitation system, automatic voltage regulator, Large Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

**5.11 Transmission Provider's Interconnection Facilities Construction.** Transmission Provider's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Operation Date, unless the Parties agree on another mutually acceptable deadline, Transmission Provider shall deliver to Interconnection Customer the following "as-built" drawings, information and documents for Transmission Provider's Interconnection Facilities [include appropriate drawings and relay diagrams].

Transmission Provider will obtain control of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities.

**5.12 Access Rights.** Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at no cost to the other Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect,

replace or remove facilities and equipment to: (i) interconnect the Large Generating Facility with the Transmission System; (ii) operate and maintain the Large Generating Facility, the Interconnection Facilities and the Transmission System; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this LGIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

- 5.13 Lands of Other Property Owners.** If any part of Transmission Provider or Transmission Owner's Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Transmission Provider or Transmission Owner, Transmission Provider or Transmission Owner shall at Interconnection Customer's expense use efforts, similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove Transmission Provider or Transmission Owner's Interconnection Facilities and/or Network Upgrades upon such property.
- 5.14 Permits.** Transmission Provider or Transmission Owner, Operating Contractor, and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses, and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Transmission Provider or Transmission Owner shall provide permitting assistance to Interconnection Customer and/or Operating Contractor comparable to that provided to Transmission Provider's own, or an Affiliate's generation.
- 5.15 Early Construction of Base Case Facilities.** Interconnection Customer may request Transmission Provider to construct, and Transmission Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the Transmission System which are included in the Base Case of the Facilities Study for Interconnection Customer, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date.



**5.16 Suspension.** Operating Contractor reserves the right, upon written notice to Transmission Provider, to suspend at any time all work by Transmission Provider associated with the construction and installation of Transmission Provider's Interconnection Facilities and/or Network Upgrades required under this LGIA with the condition that Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Provider's safety and reliability criteria. In such event, Operating Contractor shall be responsible for all reasonable and necessary costs which Transmission Provider (i) has incurred pursuant to this LGIA prior to the suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Transmission Provider cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, Transmission Provider shall obtain Operating Contractor's authorization to do so.

Transmission Provider shall invoice Operating Contractor for such costs pursuant to Article 12 and shall use due diligence to minimize its costs. In the event Operating Contractor suspends work by Transmission Provider required under this LGIA pursuant to this Article 5.16, and has not requested Transmission Provider to recommence the work required under this LGIA on or before the expiration of three (3) years following commencement of such suspension, this LGIA shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Transmission Provider, if no effective date is specified.

**5.17 Taxes.**

**5.17.1 Interconnection Customer Payments Not Taxable.** The Parties intend that all payments or property transfers made by Interconnection Customer to Transmission Provider for the installation of Transmission Provider's Interconnection Facilities and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

**5.17.2 [RESERVED]**

**5.17.3 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Transmission Provider.**

Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Transmission Provider from the cost consequences of any current tax liability imposed against Transmission Provider as the result of payments or property transfers made by Interconnection Customer to Transmission Provider under this LGIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Transmission Provider.

Transmission Provider shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this LGIA unless (i) Transmission Provider has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Transmission Provider should be reported as income subject to taxation or (ii) any Governmental Authority directs Transmission Provider to report payments or property as income subject to taxation; provided, however, that Transmission Provider may require Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to Transmission Provider (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. Interconnection Customer shall reimburse Transmission Provider for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Transmission Provider of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten year testing period and the applicable statute of limitation, as it may be extended by Transmission Provider upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

**5.17.4 Tax Gross-Up Amount.** Interconnection Customer's liability for the cost consequences of any current tax liability under this Article

5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Transmission Provider, in addition to the amount paid for the Interconnection Facilities and Network Upgrades, an amount equal to (1) the current taxes imposed on Transmission Provider ("Current Taxes") on the excess of (a) the gross income realized by Transmission Provider as a result of payments or property transfers made by Interconnection Customer to Transmission Provider under this LGIA (without regard to any payments under this Article 5.17) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit Transmission Provider to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose (i) Current Taxes shall be computed based on Transmission Provider's composite federal and state tax rates at the time the payments or property transfers are received and Transmission Provider will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting Transmission Provider's anticipated tax depreciation deductions as a result of such payments or property transfers by Transmission Provider's current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to Transmission Owner pursuant to this Article 5.17.4 can be expressed as follows:  $(\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation})) / (1 - \text{Current Tax Rate})$ . Interconnection Customer's estimated tax liability in the event taxes are imposed shall be stated in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

**5.17.5 Private Letter Ruling or Change or Clarification of Law.** At Interconnection Customer's request and expense, Transmission Provider shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Transmission Provider under this LGIA are subject to federal income taxation. Interconnection Customer

will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Transmission Provider and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Transmission Provider shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Transmission Provider shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

**5.17.6 Subsequent Taxable Events.** If, within 10 years from the date on which the relevant Transmission Provider's Interconnection Facilities are placed in service, (i) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (ii) this LGIA terminates and Transmission Provider retains ownership of the Interconnection Facilities and Network Upgrades, Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Transmission Provider, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

**5.17.7 Contests.** In the event any Governmental Authority determines that Transmission Provider's receipt of payments or property constitutes income that is subject to taxation, Transmission Provider shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Transmission Provider may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Transmission Provider may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination.

Transmission Provider reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Transmission Provider shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Transmission Provider on a periodic basis, as invoiced by Transmission Provider, Transmission Provider's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Transmission Provider may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Transmission Provider, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully grossed-up basis to cover any related costs consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Transmission Provider for the tax at issue in the contest.

**5.17.8 Refund.** In the event that (a) a private letter ruling is issued to Transmission Provider which holds that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Provider under the terms of this LGIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Transmission Provider in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Provider under the terms of this LGIA is not taxable to Transmission Provider, (c) any

abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Transmission Provider are not subject to federal income tax, or (d) if Transmission Provider receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Transmission Provider pursuant to this LGIA, Transmission Provider shall promptly refund to Interconnection Customer the following:

(i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,

(ii) interest on any amounts paid by Interconnection Customer to Transmission Provider for such taxes which Transmission Provider did not submit to the taxing authority, calculated in accordance with the methodology set forth in FERC's regulations at 18 CFR §35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Transmission Provider refunds such payment to Interconnection Customer, and

(iii) with respect to any such taxes paid by Transmission Provider, any refund or credit Transmission Provider receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to Transmission Provider for such overpayment of taxes (including any reduction in interest otherwise payable by Transmission Provider to any Governmental Authority resulting from an offset or credit); provided, however, that Transmission Provider will remit such amount promptly to Interconnection Customer only after and to the extent that Transmission Provider has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to Transmission Provider's Interconnection Facilities.

The intent of this provision is to leave the Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities and Network Upgrades

hereunder, in the same position they would have been in had no such tax payments been made.

**5.17.9 Taxes Other Than Income Taxes.** Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, Transmission Provider may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Transmission Provider for which Interconnection Customer may be required to reimburse Transmission Provider under the terms of this LGIA.

Interconnection Customer shall pay to Transmission Provider on a periodic basis, as invoiced by Transmission Provider, Transmission Provider's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Transmission Provider shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Transmission Provider for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Transmission Provider.

**5.17.10 Transmission Owners Who Are Not Transmission Providers.** If Transmission Provider is not the same entity as the Transmission Owner, then (i) all references in this Article 5.17 to Transmission Provider shall be deemed also to refer to and to include the Transmission Owner, as appropriate, and (ii) this LGIA shall not become effective until such Transmission Owner shall have agreed in writing to assume all of the duties and obligations of Transmission Provider under this Article 5.17 of this LGIA.

**5.18 Tax Status.** Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this LGIA is intended to adversely affect any Transmission Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

## 5.19 Modification.

**5.19.1 General.** Each Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, that Party shall provide to the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Large Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Large Generating Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, Transmission Provider shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the Transmission System, Transmission Provider's Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

**5.19.2 Standards.** Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this LGIA and Good Utility Practice.

**5.19.3 Modification Costs.** Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Transmission Provider makes to Transmission Provider's Interconnection Facilities or the Transmission System to facilitate the interconnection of a third party to Transmission Provider's Interconnection Facilities or the Transmission System, or to provide transmission service to a third party under Transmission Provider's Tariff. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to



Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

## **Article 6. Testing and Inspection**

- 6.1 Pre- Operation Date Testing and Modifications.** Prior to the Operation Date, Transmission Provider shall test Transmission Provider's Interconnection Facilities and Network Upgrades and Operating Contractor shall test the Large Generating Facility and Customer's Interconnection Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Operating Contractor shall generate test energy at the Large Generating Facility only if it has arranged for the delivery of such test energy.
- 6.2 Post- Operation Date Testing and Modifications.** Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Large Generating Facility with the Transmission System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.
- 6.3 Right to Observe Testing.** Each Party shall notify the other Party in advance of its performance of tests of its Interconnection Facilities. The other Party has the right, at its own expense, to observe such testing.
- 6.4 Right to Inspect.** Each Party shall have the right, but shall have no obligation to:
- (i) observe the other Party's tests and/or inspection of any of its System Protection Facilities and other protective equipment, including Power System Stabilizers;
  - (ii) review the settings of the other Party's System Protection Facilities and other protective equipment; and
  - (iii) review the other Party's maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment.
- A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Party. The exercise or non-

exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this LGIA.

## **Article 7. Metering**

- 7.1 General.** Each Party shall comply with the Applicable Reliability Council requirements. Unless otherwise agreed by the Parties, Transmission Provider shall install Metering Equipment at the Point of Interconnection prior to any operation of the Large Generating Facility and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Large Generating Facility shall be measured at or, at Transmission Provider's option, compensated to, the Point of Interconnection. Transmission Provider shall provide metering quantities, in analog and/or digital form, to Interconnection Customer upon request. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment. Interconnection Customer and Transmission provider agree that installed metering equipment exists at the Large Generating Facility and is installed appropriately, and that no additional metering equipment will be installed. Meters at the Large Generating Facility are governed by contract DE-RO09-95SR18531.
- 7.2 Check Meters.** Operating Contractor, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check Transmission Provider's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this LGIA, except as provided in Article 7.4 below. The check meters shall be subject at all reasonable times to inspection and examination by Transmission Provider or its designee. The installation, operation and maintenance thereof shall be performed entirely by Operating Contractor in accordance with Good Utility Practice.
- 7.3 Standards.** Transmission Provider shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards.

**7.4 Testing of Metering Equipment.** Transmission Provider shall inspect and test all Transmission Provider-owned Metering Equipment upon installation and at least once every two (2) years thereafter. If requested to do so by Operating Contractor, Transmission Provider shall, at Operating Contractor's expense, inspect or test Metering Equipment more frequently than every two (2) years. Transmission Provider shall give reasonable notice of the time when any inspection or test shall take place, and Operating Contractor may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's expense, in order to provide accurate metering, unless the inaccuracy or defect is due to Transmission Provider's failure to maintain, then Transmission Provider shall pay. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than two percent from the measurement made by the standard meter used in the test, Transmission Provider shall adjust the measurements by correcting all measurements for the period during which Metering Equipment was in error by using Operating Contractor's check meters, if installed. If no such check meters are installed or if the period cannot be reasonably ascertained, the adjustment shall be for the period immediately preceding the test of the Metering Equipment equal to one-half the time from the date of the last previous test of the Metering Equipment.

**7.5 Metering Data.** At Operating Contractor's expense, the metered data shall be telemetered to one or more locations designated by Transmission Provider and one or more locations designated by Operating Contractor. Such telemetered data shall be used, under normal operating conditions, as the official measurement of the amount of energy delivered from the Large Generating Facility to the Point of Interconnection.

## **Article 8. Communications**

**8.1 Interconnection Customer Obligations.** Interconnection Customer shall maintain satisfactory operating communications with Transmission Provider's Transmission System dispatcher or representative designated by Transmission Provider. Interconnection Customer shall provide standard voice line, dedicated voice line and facsimile communications at its Large Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to Transmission Provider as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall

extend from the Large Generating Facility to the location(s) specified by Transmission Provider. Any required maintenance of such communications equipment shall be performed by Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.

- 8.2 Remote Terminal Unit.** Prior to the Initial Synchronization Date of the Large Generating Facility, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by Operating Contractor, or by Transmission Provider at Operating Contractor's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by Transmission Provider through use of a dedicated point-to-point data circuit(s) as indicated in Article 8.1. The communication protocol for the data circuit(s) shall be specified by Transmission Provider. Instantaneous bi-directional analog real power and reactive power flow information must be telemetered directly to the location(s) specified by Transmission Provider.

Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

- 8.3 No Annexation.** Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

## **Article 9. Operations**

**9.1 General.** Each Party shall comply with the Applicable Reliability Council requirements. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with Applicable Laws and Regulations and Applicable Reliability Standards.

**9.2 Control Area Notification.** At least three months before Initial Synchronization Date, Operating Contractor shall notify Transmission Provider in writing of the Control Area in which the Large Generating Facility will be located. If Operating Contractor elects to locate the Large Generating Facility in a Control Area other than the Control Area in which the Large Generating Facility is physically located,

and if permitted to do so by the relevant transmission tariffs, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this LGIA, and remote Control Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Large Generating Facility in the other Control Area.

- 9.3 Transmission Provider Obligations.** Transmission Provider shall cause the Transmission System and Transmission Provider's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this LGIA. Transmission Provider may provide operating instructions to Interconnection Customer consistent with this LGIA and Transmission Provider's operating protocols and procedures as they may change from time to time. Transmission Provider will consider changes to its operating protocols and procedures proposed by Interconnection Customer.
- 9.4 Interconnection Customer Obligations.** Operating Contractor shall at its own expense operate, maintain and control the Large Generating Facility in a safe and reliable manner and in accordance with this LGIA. Operating Contractor shall operate the Large Generating Facility in accordance with all applicable requirements of the Control Area of which it is part as such requirements are set forth in Appendix A, Interconnection Details, of this LGIA. Appendix A, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Either Party may request that the other Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this LGIA.
- 9.5 Start-Up and Synchronization.** Consistent with the Parties' mutually acceptable procedures, Operating Contractor is responsible for the proper synchronization of the Large Generating Facility to Transmission Provider's Transmission System.
- 9.6 Reactive Power.**
- 9.6.1 Power Factor Design Criteria.** Interconnection Customer shall expect the Large Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95-0.90 leading, to 0.95-0.90 lagging, unless Transmission Provider has established different requirements that apply to all generators in the Control Area on a comparable basis. The requirements of this paragraph shall not apply to wind generators.

**9.6.2 Voltage Schedules.** Once Interconnection Customer has synchronized the Large Generating Facility with the Transmission System, Transmission Provider shall require Interconnection Customer to operate the Large Generating Facility to produce or absorb reactive power within the design limitations of the Large Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). Transmission Provider's voltage schedules shall treat all sources of reactive power in the Control Area in an equitable and not unduly discriminatory manner. Transmission Provider shall exercise Reasonable Efforts to provide Interconnection Customer with such schedules at least one (1) day in advance, and may make changes to such schedules as necessary to maintain the reliability of the Transmission System. Interconnection Customer shall operate the Large Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations of the Large Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). If Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify the System Operator.

**9.6.2.1 Governors and Regulators.** Whenever the Large Generating Facility is operated in parallel with the Transmission System and the speed governors (if installed on the generating unit pursuant to Good Utility Practice) and voltage regulators are capable of operation, Interconnection Customer shall operate the Large Generating Facility with its speed governors and voltage regulators in automatic operation. If the Large Generating Facility's speed governors and voltage regulators are not capable of such automatic operation, Interconnection Customer shall immediately notify Transmission Provider's system operator, or its designated representative, and ensure that such Large Generating Facility's reactive power production or absorption (measured in MVARs) are within the design capability of the Large Generating Facility's generating unit(s) and steady state stability limits. Interconnection Customer shall not cause its Large Generating Facility to disconnect automatically or instantaneously from the Transmission System or trip any generating unit comprising the Large Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such

other standard as applied to other generators in the Control Area on a comparable basis.

## **9.7 Outages and Interruptions.**

### **9.7.1 Outages.**

- 9.7.1.1 Outage Authority and Coordination.** Each Party may in accordance with Good Utility Practice in coordination with the other Party remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to the other Party. In all circumstances, any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal.
- 9.7.1.2 Outage Schedules.** Transmission Provider shall post scheduled outages of its transmission facilities on the OASIS. Operating Contractor shall submit its planned maintenance schedules for the Large Generating Facility to Transmission Provider for a minimum of a rolling twenty-four month period. Operating Contractor shall update its planned maintenance schedules as necessary. Transmission Provider may request Operating Contractor to reschedule its maintenance as necessary to maintain the reliability of the Transmission System; provided, however, adequacy of generation supply shall not be a criterion in determining Transmission System reliability. Transmission Provider shall compensate Operating Contractor for any additional direct costs that Operating Contractor incurs as a result of having to reschedule maintenance, including any additional overtime, breaking of maintenance contracts or other costs above and beyond the cost Operating Contractor would have incurred absent Transmission Provider's request to reschedule maintenance. Operating Contractor will not be eligible to

receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Operating Contractor had modified its schedule of maintenance activities.

**9.7.1.3 Outage Restoration.** If an outage on a Party's Interconnection Facilities or Network Upgrades adversely affects the other Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Party, to the extent such information is known, information on the nature of the Emergency Condition, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage.

**9.7.2 Interruption of Service.** If required by Good Utility Practice to do so, Transmission Provider may require Operating Contractor to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect Transmission Provider's ability to perform such activities as are necessary to safely and reliably operate and maintain the Transmission System. The following provisions shall apply to any interruption or reduction permitted under this Article 9.7.2:

**9.7.2.1** The interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice;

**9.7.2.2** Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all generating facilities directly connected to the Transmission System;

**9.7.2.3** When the interruption or reduction must be made under circumstances which do not allow for advance notice, Transmission Provider shall notify Operating Contractor by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its



expected duration. Telephone notification shall be followed by written notification as soon as practicable;

**9.7.2.4** Except during the existence of an Emergency Condition, when the interruption or reduction can be scheduled without advance notice, Transmission Provider shall notify Operating Contractor in advance regarding the timing of such scheduling and further notify Operating Contractor of the expected duration. Transmission Provider shall coordinate with Operating Contractor using Good Utility Practice to schedule the interruption or reduction during periods of least impact to Operating Contractor and Transmission Provider;

**9.7.2.5** The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Large Generating Facility, Interconnection Facilities, and the Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

**9.7.3 Under-Frequency and Over Frequency Conditions.** The Transmission System is designed to automatically activate a load-shed program as required by the Applicable Reliability Council in the event of an under-frequency system disturbance. Operating Contractor shall implement under-frequency and over-frequency relay set points for the Large Generating Facility as required by the Applicable Reliability Council to ensure "ride through" capability of the Transmission System. Large Generating Facility response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with Transmission Provider in accordance with Good Utility Practice. The term "ride through" as used herein shall mean the ability of a Generating Facility to stay connected to and synchronized with the Transmission System during system disturbances within a range of under-frequency and over-frequency conditions, in accordance with Good Utility Practice.

**9.7.4 System Protection and Other Control Requirements.**

**9.7.4.1 System Protection Facilities.** Operating Contractor shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Large Generating Facility. Transmission Provider shall install at Operating Contractor's

expense any System Protection Facilities that may be required on Transmission Provider's Interconnection Facilities or the Transmission System as a result of the interconnection of the Large Generating Facility and Interconnection Customer's Interconnection Facilities.

- 9.7.4.2 Each Party's protection facilities shall be designed and coordinated with other systems in accordance with Good Utility Practice.
- 9.7.4.3 Each Party shall be responsible for protection of its facilities consistent with Good Utility Practice.
- 9.7.4.4 Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of Operating Contractor's units.
- 9.7.4.5 Each Party will test, operate and maintain System Protection Facilities in accordance with Good Utility Practice.
- 9.7.4.6 Prior to the In-Service Date, and again prior to the Operation Date, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice and following any apparent malfunction of the System Protection Facilities, each Party shall perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

**9.7.5 Requirements for Protection.** In compliance with Good Utility Practice, Operating Contractor shall provide, install, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Large Generating Facility to any short circuit occurring on the Transmission System not otherwise isolated by Transmission Provider's equipment, such that the removal of the fault contribution shall be

coordinated with the protective requirements of the Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Large Generating Facility and the Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Operating Contractor shall be responsible for protection of the Large Generating Facility and Operating Contractor's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Operating Contractor shall be solely responsible to disconnect the Large Generating Facility and Operating Contractor's other equipment if conditions on the Transmission System could adversely affect the Large Generating Facility.

**9.7.6 Power Quality.** None of the Parties' facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard. In the event of a conflict between ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, ANSI Standard C84.1-1989, or the applicable superseding electric industry standard, shall control.

**9.8 Switching and Tagging Rules.** Each Party shall provide to the other Party a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

**9.9 [RESERVED].**

**9.10 Disturbance Analysis Data Exchange.** The Parties will cooperate with one another in the analysis of disturbances to either the Large Generating Facility or Transmission Provider's Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

## **Article 10. Maintenance**

- 10.1 Transmission Provider Obligations.** Transmission Provider shall maintain the Transmission System and Transmission Provider's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA.
- 10.2 Operating Contractor Obligations.** Operating Contractor shall maintain the Large Generating Facility and the Interconnection Customer shall maintain the Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA.
- 10.3 Coordination.** The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Large Generating Facility and the Interconnection Facilities.
- 10.4 Secondary Systems.** Each Party shall cooperate with the other in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact the other Party. Each Party shall provide advance notice to the other Party before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.
- 10.5 Operating and Maintenance Expenses.** Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Transmission Provider's Interconnection Facilities. SCE&G is responsible for operation, maintenance, repair, and replacement of Transmission Provider's Interconnection Facilities and is reimbursed thru the SRS Utility Contract, DE-AC09-06SR22434.

## **Article 11. Performance Obligation**

- 11.1 Operating Contractor Facilities.** Operating Contractor shall design, procure, construct, install, and/or control Operating Contractor Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at its sole expense.
- 11.2 Transmission Provider's Interconnection Facilities.** Transmission Provider or Transmission Owner shall design, procure, construct, install, own and/or control the Transmission Provider's Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at the sole expense of the Interconnection Customer.
- 11.3 Network Upgrades and Distribution Upgrades.** Transmission Provider or Transmission Owner shall design, procure, construct, install, and own the Network Upgrades and Distribution Upgrades described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades. Operating Contractor shall be responsible for all costs related to Distribution Upgrades. Unless Transmission Provider or Transmission Owner elects to fund the capital for the Network Upgrades, they shall be solely funded by Operating Contractor.
- 11.4 Transmission Credits.**
- 11.4.1 Repayment of Amounts Advanced for Network Upgrades.** Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to Transmission Provider and Affected System Operator, if any, for the Network Upgrades, including any tax gross-up or other tax-related payments associated with Network Upgrades, and not refunded to Interconnection Customer pursuant to Article 5.17.8 or otherwise, to be paid to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under Transmission Provider's Tariff and Affected System's Tariff for transmission services with respect to the Large Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. § 35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. Interconnection Customer may assign such repayment rights to any person.

Notwithstanding the foregoing, Interconnection Customer, Transmission Provider, and Affected System Operator may adopt any alternative payment schedule that is mutually agreeable so long as Transmission Provider and Affected System Operator take one of the following actions no later than five years from the Commercial Operation Date: (1) return to Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that Transmission Provider or Affected System Operator will continue to provide payments to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of the transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the Operation Date.

If the Large Generating Facility fails to achieve Operation, but it or another Generating Facility is later constructed and makes use of the Network Upgrades, Transmission Provider and Affected System Operator shall at that time reimburse Interconnection Customer for the amounts advanced for the Network Upgrades. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the Generating Facility, if different, is responsible for identifying the entity to which reimbursement must be made.

**11.4.2 Special Provisions for Affected Systems.** Unless Transmission Provider provides, under the LGIA, for the repayment of amounts advanced to Affected System Operator for Network Upgrades, Interconnection Customer and Affected System Operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by Interconnection Customer to the Affected System Operator as well as the repayment by the Affected System Operator.

**11.4.3** Notwithstanding any other provision of this LGIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that Interconnection Customer, shall be entitled to, now or in the future

under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Large Generating Facility.

**11.5 Provision of Security.** At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of a Transmission Provider's Interconnection Facilities, Network Upgrades, or Distribution Upgrades, Interconnection Customer shall provide Transmission Provider, at Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Transmission Provider and is consistent with the Uniform Commercial Code of the jurisdiction identified in Article 14.2.1. Such security for payment shall be in an amount sufficient to cover the costs for constructing, procuring and installing the applicable portion of Transmission Provider's Interconnection Facilities, Network Upgrades, or Distribution Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to Transmission Provider for these purposes.

In addition:

**11.5.1** The guarantee must be made by an entity that meets the creditworthiness requirements of Transmission Provider, and contain terms and conditions that guarantee payment of any amount that may be due from Interconnection Customer, up to an agreed-to maximum amount.

**11.5.2** The letter of credit must be issued by a financial institution reasonably acceptable to Transmission Provider and must specify a reasonable expiration date.

**11.5.3** The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date.

**11.6 Interconnection Customer Compensation.** If Transmission Provider requests or directs Interconnection Customer to provide a service pursuant to Articles 9.6.3 (Payment for Reactive Power), or 13.5.1 of this LGIA, Transmission Provider shall compensate Interconnection Customer in accordance with Interconnection Customer's applicable rate schedule then in effect unless the provision of such service(s) is subject to an RTO or ISO FERC-approved rate schedule.

Interconnection Customer shall serve Transmission Provider or RTO or ISO with any filing of a proposed rate schedule at the time of such filing with FERC. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb any Reactive Power under this LGIA, Transmission Provider agrees to compensate Interconnection Customer in such amount as would have been due Interconnection Customer had the rate schedule been in effect at the time service commenced; provided, however, that such rate schedule must be filed at FERC or other appropriate Governmental Authority within sixty (60) Calendar Days of the commencement of service.

**11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition.** Transmission Provider or RTO or ISO shall compensate Interconnection Customer for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the Transmission System during an Emergency Condition in accordance with Article 11.6.

**Article 12. [RESERVED]**

**Article 13. Emergencies**

**13.1 Definition.** "Emergency Condition" shall mean a condition or situation: (i) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (ii) that, in the case of Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System, Transmission Provider's Interconnection Facilities or the Transmission Systems of others to which the Transmission System is directly connected; or (iii) that, in the case of Operating Contractor, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Large Generating Facility or Interconnection Customer's Interconnection Facilities' System restoration and black start shall be considered Emergency Conditions; provided, that Operating Contractor is not obligated by this LGIA to possess black start capability.

**13.2 Obligations.** Each Party shall comply with the Emergency Condition procedures of the applicable ISO/RTO, NERC, the Applicable Reliability Council, Applicable Laws and Regulations, and any emergency procedures agreed to by the Joint Operating Committee.



**13.3 Notice.** Transmission Provider shall notify Operating Contractor promptly when it becomes aware of an Emergency Condition that affects Transmission Provider's Interconnection Facilities or the Transmission System that may reasonably be expected to affect Operating Contractor's operation of the Large Generating Facility or Interconnection Customer's Interconnection Facilities. Operating Contractor shall notify Transmission Provider promptly when it becomes aware of an Emergency Condition that affects the Large Generating Facility or Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the Transmission System or Transmission Provider's Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Operating Contractor's or Transmission Provider's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

**13.4 Immediate Action.** Unless, in Operating Contractor's reasonable judgment, immediate action is required, Operating Contractor shall obtain the consent of Transmission Provider, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Large Generating Facility or Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by Transmission Provider or otherwise regarding the Transmission System.

**13.5 Transmission Provider Authority.**

**13.5.1 General.** Transmission Provider may take whatever actions or inactions with regard to the Transmission System or Transmission Provider's Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Transmission System or Transmission Provider's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

Transmission Provider shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Large Generating Facility or Interconnection Customer's Interconnection Facilities.

Transmission Provider may, on the basis of technical considerations, require the Large Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to,

directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Large Generating Facility; implementing a reduction or disconnection pursuant to Article 13.5.2; directing Operating Contractor to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Large Generating Facility and Interconnection Customer's Interconnection Facilities. Operating Contractor shall comply with all of Transmission Provider's operating instructions concerning Large Generating Facility real power and reactive power output within the manufacturer's design limitations of the Large Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

**13.5.2 Reduction and Disconnection.** Transmission Provider may reduce Interconnection Service or disconnect the Large Generating Facility or Interconnection Customer's Interconnection Facilities, when such, reduction or disconnection is necessary under Good Utility Practice due to Emergency Conditions. These rights are separate and distinct from any right of curtailment of Transmission Provider pursuant to Transmission Provider's Tariff. When Transmission Provider can schedule the reduction or disconnection in advance, Transmission Provider shall notify Operating Contractor of the reasons, timing and expected duration of the reduction or disconnection. Transmission Provider shall coordinate with Operating Contractor using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to Operating Contractor and Transmission Provider. Any reduction or disconnection shall continue only for so long as reasonably necessary under Good Utility Practice. The Parties shall cooperate with each other to restore the Large Generating Facility, the Interconnection Facilities, and the Transmission System to their normal operating state as soon as practicable consistent with Good Utility Practice.

**13.6 Interconnection Customer Authority.** Consistent with Good Utility Practice and the LGIA and the LGIP, Interconnection Customer and/or Operating Contractor may take actions or inactions with regard to the Large Generating Facility or Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Large Generating Facility or Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite

restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Transmission System and Transmission Provider's Interconnection Facilities. Transmission Provider shall use Reasonable Efforts to assist Interconnection Customer and/or Operating Contractor in such actions.

- 13.7 Limited Liability.** Except as otherwise provided in Article 11.6.1 of this LGIA, neither Party shall be liable to the other Party for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

#### **Article 14. Regulatory Requirements and Governing Law**

**14.1 Regulatory Requirements.** Each Party's obligations under this LGIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this LGIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978.

#### **14.2 Governing Law.**

- 14.2.1** The validity, interpretation and performance of this LGIA and each of its provisions shall be governed by the laws of the state where the Point of Interconnection is located, without regard to its conflicts of law principles.
- 14.2.2** This LGIA is subject to all Applicable Laws and Regulations.
- 14.2.3** Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

## **Article 15. Notices.**

**15.1 General.** Unless otherwise provided in this LGIA, any notice, demand or request required or permitted to be given by any Party to the other Parties and any instrument required or permitted to be tendered or delivered by any Party in writing to the other Parties shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.

Any Party may change the notice information in this LGIA by giving five (5) Business Days written notice prior to the effective date of the change.

**15.2 Billings and Payments.** Billings and payments shall be sent to the addresses set out in Appendix F.

**15.3 Alternative Forms of Notice.** Any notice or request required or permitted to be given by a Party to the other Party and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

**15.4 Operations and Maintenance Notice.** Each Party shall notify the other Party in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

## **Article 16. Force Majeure**

### **16.1 Force Majeure.**

**16.1.1** Economic hardship is not considered a Force Majeure event.

**16.1.2** None of the Parties shall be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by

telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

## **Article 17. Default**

### **17.1 Default**

**17.1.1 General.** No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this LGIA or the result of an act of omission of another Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

**17.1.2 Right to Terminate.** If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a Default and terminate this LGIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not the non-breaching Party terminates this LGIA, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this LGIA.

## **Article 18. Indemnity, Consequential Damages and Insurance**

**18.1 Indemnity.** The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this LGIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

**18.1.1 Indemnified Person.** If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

**18.1.2 Indemnifying Party.** If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 18, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.

**18.1.3 Indemnity Procedures.** Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably

concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party.

Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

**18.2 Consequential Damages.** Other than the Liquidated Damages heretofore described, in no event shall any Party be liable under any provision of this LGIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to another Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

**18.3 Insurance.** Each Party shall, at its own expense, maintain in force throughout the period of this LGIA, and until released by the other Party, the following minimum insurance coverage, with insurers authorized to do business in the state where the Point of Interconnection is located:

- 18.3.1** Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.
- 18.3.2** Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.
- 18.3.3** Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.
- 18.3.4** Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.
- 18.3.5** The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this LGIA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.



- 18.3.6** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.
- 18.3.7** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this LGIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.
- 18.3.8** The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this LGIA.
- 18.3.9** Within ten (10) days following execution of this LGIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this LGIA, executed by each insurer or by an authorized representative of each insurer.
- 18.3.10** Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure

pursuant to this article, it shall notify the other Parties that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

**18.3.11** The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this LGIA.

## **Article 19. Assignment**

**19.1 Assignment.** This LGIA may be assigned by a Party only with the written consent of the other Party; provided that a Party may assign this LGIA without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this LGIA; and provided further that Interconnection Customer shall have the right to assign this LGIA, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing for the Large Generating Facility, provided that Interconnection Customer will promptly notify Transmission Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Transmission Provider of the date and particulars of any such exercise of assignment right(s), including providing the Transmission Provider with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this article is void and ineffective. Any assignment under this LGIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

## **Article 20. Severability**

**20.1 Severability.** If any provision in this LGIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this LGIA; provided that if Interconnection Customer (or any third party, but only if such third party is not

acting at the direction of Transmission Provider) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

## **Article 21. Comparability**

**21.1 Comparability.** The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

## **Article 22. Confidentiality**

**22.1 Confidentiality.** Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by any of the Parties to another Party prior to the execution of this LGIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by a Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Article 22 warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

**22.1.1 Term.** During the term of this LGIA, and for a period of three (3) years after the expiration or termination of this LGIA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

**22.1.2 Scope.** Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-

confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this LGIA; or (6) is required, in accordance with Article 22.1.7 of the LGIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this LGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

- 22.1.3 Release of Confidential Information.** None of the Parties shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this LGIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.
- 22.1.4 Rights.** Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to another Party. The disclosure by each Party to another Party of Confidential Information shall not be deemed a waiver by a Party or any other person or entity of the right to protect the Confidential Information from public disclosure.
- 22.1.5 No Warranties.** By providing Confidential Information, no Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information,

no Party obligates itself to provide any particular information or Confidential Information to another Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

- 22.1.6 Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this LGIA or its regulatory requirements.
- 22.1.7 Order of Disclosure.** If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Parties with prompt notice of such request(s) or requirement(s) so that the other Parties may seek an appropriate protective order or waive compliance with the terms of this LGIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.
- 22.1.8 Termination of Agreement.** Upon termination of this LGIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from another Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party) or return to the other Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party.
- 22.1.9 Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the non-breaching Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief

shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

**22.1.10 Disclosure to FERC, its Staff, or a State.** Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 CFR section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this LGIA, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Each Party is prohibited from notifying the other Party to this LGIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Party to the LGIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time the Parties may respond before such information would be made public, pursuant to 18 CFR Section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner, if consistent with the applicable state rules and regulations.

**22.1.11** Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this LGIA ("Confidential Information") shall not be disclosed by another Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise

permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this LGIA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

#### **Article 23. Environmental Releases**

**23.1** Each Party shall notify the other Party, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Large Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.

#### **Article 24. Information Requirements**

**24.1 Information Acquisition.** Transmission Provider and Operating Contractor shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.

**24.2 Information Submission by Transmission Provider.** The initial information submission by Transmission Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Transmission System information necessary to allow Operating Contractor to select equipment

and meet any system protection and stability requirements, unless otherwise agreed to by the Parties. On a monthly basis Transmission Provider shall provide Operating Contractor a status report on the construction and installation of Transmission Provider's Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

**24.3 Updated Information Submission by Operating Contractor.** The updated information submission by Operating Contractor, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. Operating Contractor shall submit a completed copy of the Large Generating Facility data requirements contained in Appendix 1 to the LGIP. It shall also include any additional information provided to Transmission Provider for the Feasibility and Facilities Study. Information in this submission shall be the most current Large Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Transmission Provider standard models. If there is no compatible model, Operating Contractor will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If Operating Contractor's data is materially different from what was originally provided to Transmission Provider pursuant to the Interconnection Study Agreement between Transmission Provider and Operating Contractor, then Transmission Provider will conduct appropriate studies to determine the impact on Transmission Provider Transmission System based on the actual data submitted pursuant to this Article 24.3. The Operating Contractor shall not begin Trial Operation until such studies are completed.

**24.4 Information Supplementation.** Prior to the Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Large Generating Facility information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Operating Contractor shall conduct tests on the Large Generating Facility as required by Good Utility Practice such as an open circuit "step voltage" test on the Large Generating Facility to verify proper operation of the Large Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Large Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage



control mode; and (3) a five percent change in Large Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Operating Contractor shall provide validated test recordings showing the responses of Large Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Large Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Large Generating Facility terminal or field voltages is provided. Large Generating Facility testing shall be conducted and results provided to Transmission Provider for each individual generating unit in a station.

Subsequent to the Operation Date, Operating Contractor shall provide Transmission Provider any information changes due to equipment replacement, repair, or adjustment. Transmission Provider shall provide Operating Contractor any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Transmission Provider-owned substation that may affect Operating Contractor's Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

## **Article 25. Information Access and Audit Rights**

- 25.1 Information Access.** Each Party (the "disclosing Party") shall make available to the other Party information that is in the possession of the disclosing Party and is necessary in order for the other Party to: (i) verify the costs incurred by the disclosing Party for which the other Party is responsible under this LGIA; and (ii) carry out its obligations and responsibilities under this LGIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this LGIA.
- 25.2 Reporting of Non-Force Majeure Events.** Each Party (the "notifying Party") shall notify the other Party when the notifying Party becomes aware of its inability to comply with the provisions of this LGIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, and reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this article shall

not entitle the Party receiving such notification to allege a cause for anticipatory breach of this LGIA.

**25.3 Audit Rights.** Subject to the requirements of confidentiality under Article 22 of this LGIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Parties, to audit at its own expense another Party's accounts and records pertaining to a Party's performance or a Party's satisfaction of obligations under this LGIA. Such audit rights shall include audits of another Party's costs, calculation of invoiced amounts, Transmission Provider's efforts to allocate responsibility for the provision of reactive support to the Transmission System, Transmission Provider's efforts to allocate responsibility for interruption or reduction of generation on the Transmission System, and each Party's actions in an Emergency Condition. Any audit authorized by this article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this LGIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

**25.4 Audit Rights Periods.**

**25.4.1 Audit Rights Period for Construction-Related Accounts and Records.** Accounts and records related to the design, engineering, procurement, and construction of Transmission Provider's Interconnection Facilities and Network Upgrades shall be subject to audit for a period of twenty-four months following Transmission Provider's issuance of a final invoice in accordance with Article 12.2.

**25.4.2 Audit Rights Period for All Other Accounts and Records.** Accounts and records related to either Party's performance or satisfaction of all obligations under this LGIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four months after the event for which the audit is sought.

**25.5 Audit Results.** If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Parties together with those records from the audit which support such determination.

## **Article 26. Subcontractors**

**26.1 General.** Nothing in this LGIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this LGIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this LGIA in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

**26.2 Responsibility of Principal.** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this LGIA. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Transmission Provider be liable for the actions or inactions of Interconnection Customer/Operating Contractor or their subcontractors with respect to obligations of Interconnection Customer/Operating Contractor under Article 5 of this LGIA. Any applicable obligation imposed by this LGIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

**26.3 No Limitation by Insurance.** The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

## **Article 27. Disputes**

**27.1 Submission.** In the event a Party has a dispute, or asserts a claim, that arises out of or in connection with this LGIA or its performance, such Party (the "disputing Party") shall provide the other Party(ies) with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the Party. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the

Party's receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this LGIA.

**27.2 External Arbitration Procedures.** Any arbitration initiated under this LGIA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each Party an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and any applicable FERC regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail.

**27.3 Arbitration Decisions.** Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this LGIA and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

**27.4 Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the

cost of the third arbitrator chosen; or (2) one half the cost of the single arbitrator jointly chosen by the Parties.

## **Article 28. Representations, Warranties, and Covenants**

**28.1 General.** Each Party makes the following representations, warranties and covenants:

- 28.1.1 Good Standing.** Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Large Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this LGIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this LGIA.
- 28.1.2 Authority.** Such Party has the right, power and authority to enter into this LGIA, to become a Party hereto and to perform its obligations hereunder. This LGIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).
- 28.1.3 No Conflict.** The execution, delivery and performance of this LGIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.
- 28.1.4 Consent and Approval.** Such Party has sought or obtained, or, in accordance with this LGIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental

Authority in connection with the execution, delivery and performance of this LGIA, and it will provide to any Governmental Authority notice of any actions under this LGIA that are required by Applicable Laws and Regulations.

## **Article 29. Joint Operating Committee**

**29.1 Joint Operating Committee.** Except in the case of ISOs and RTOs, Transmission Provider shall constitute a Joint Operating Committee to coordinate operating and technical considerations of Interconnection Service. At least six (6) months prior to the expected Initial Synchronization Date, Interconnection Customer, Operating Contractor, and Transmission Provider shall each appoint one representative and one alternate to the Joint Operating Committee. The Interconnection Customer and Operating Contractor shall notify Transmission Provider of their appointments in writing. Such appointments may be changed at any time by similar notice. The Joint Operating Committee shall meet as necessary, but not less than once each calendar year, to carry out the duties set forth herein. The Joint Operating Committee shall hold a meeting at the request of either Party, at a time and place agreed upon by the representatives. The Joint Operating Committee shall perform all of its duties consistent with the provisions of this LGIA. Each Party shall cooperate in providing to the Joint Operating Committee all information required in the performance of the Joint Operating Committee's duties. All decisions and agreements, if any, made by the Joint Operating Committee, shall be evidenced in writing. The duties of the Joint Operating Committee shall include the following:

- 29.1.1** Establish data requirements and operating record requirements.
- 29.1.2** Review the requirements, standards, and procedures for data acquisition equipment, protective equipment, and any other equipment or software.
- 29.1.3** Annually review the one (1) year forecast of maintenance and planned outage schedules of Transmission Provider's and Interconnection Customer's facilities at the Point of Interconnection.
- 29.1.4** Coordinate the scheduling of maintenance and planned outages on the Interconnection Facilities, the Large Generating Facility and other facilities that impact the normal operation of the

interconnection of the Large Generating Facility to the Transmission System.

- 29.1.5 Ensure that information is being provided by each Party regarding equipment availability.
- 29.1.6 Perform such other duties as may be conferred upon it by mutual agreement of the Parties.

### **Article 30. Miscellaneous**

- 30.1 **Binding Effect.** This LGIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 30.2 **Conflicts.** In the event of a conflict between the body of this LGIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this LGIA shall prevail and be deemed the final intent of the Parties.
- 30.3 **Rules of Interpretation.** This LGIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this LGIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this LGIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this LGIA or such Appendix to this LGIA, or such Section to the LGIP or such Appendix to the LGIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this LGIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to

the determination of any period of time. "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

**30.4 Entire Agreement.** This LGIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this LGIA. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this LGIA.

**30.5 No Third Party Beneficiaries.** This LGIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

**30.6 Waiver.** The failure of a Party to this LGIA to insist, on any occasion, upon strict performance of any provision of this LGIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by a Party of its rights with respect to this LGIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this LGIA. Termination or Default of this LGIA for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights to obtain an interconnection from Transmission Provider. Any waiver of this LGIA shall, if requested, be provided in writing.

**30.7 Headings.** The descriptive headings of the various Articles of this LGIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this LGIA.

**30.8 Multiple Counterparts.** This LGIA may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

**30.9 Amendment.** The Parties may by mutual agreement amend this LGIA by a written instrument duly executed by the Parties.



**30.10 Modification by the Parties.** The Parties may by mutual agreement amend the Appendices to this LGIA by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this LGIA upon satisfaction of all Applicable Laws and Regulations.

**30.11 Reservation of Rights.** Transmission Provider shall have the right to make a unilateral filing with FERC to modify this LGIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this LGIA pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this LGIA shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

**30.12 No Partnership.** This LGIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership by or among the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.

**IN WITNESS WHEREOF**, the Parties have executed this LGIA in duplicate originals. each of which shall constitute and be an original effective Agreement between the Parties.

**South Carolina Electric & Gas Company**

Signed: 

By: Charles A. White

Title: VP SCE&G Transmission

Date: 4/18/2012

**Department of Energy – Savannah River Operations Office**

Signed: 

By: Helen Belencan

Title: Deputy Assistant Manager Infrastructure and Environmental Stewardship

Date: 4/3/2012

## Appendix A to LGIA

### Interconnection Facilities, Network Upgrades and Distribution Upgrades

#### 1. Interconnection Facilities:

##### (a) Interconnection Customer's Interconnection Facilities:

1 – 13.8 kV, 2000 amp horizontal draw-out, three phase vacuum breaker.  
1 – 13.8 kV, 1200 amp horizontal draw-out, three phase vacuum breaker.  
4 – gang operated air break switches, 14.4 kV, 1200 amp continuous, 600 amp load break, 40 kA  
Approximately 6600' of 795 kcmil ACSR double 3 phase circuit on 59 wood poles with shielded construction. Includes a 12 fiber single mode fiber optic cable for communication.  
Approximately 700' of 4 – 5" concrete encased conduit duct bank. Four runs of 350 kcmil copper 3 phase 15 kV cable.

##### Relaying Facilities

###### (i) 13.8 kV Interconnection

The generator switchgear and Station 23 will be tied together by a radial fed overhead double 795 kcmil circuit with portions of 4 - 350 kcmil copper 15kV rated underground cable making station ties.

Line Relaying Required.

Primary Relaying:

The overhead/underground 13.8 kV line from the generator switchgear to Station 23 tie-in location will be protected by a Schweitzer 311L line differential Relay installed on either end of the line. A single mode fiber will be under built onto the new line to provide communication between the 311L Relays.

Backup Relaying:

Each end of the line will have electronic feeder management relays with phase and ground time overcurrent elements set as backups.

Other Relaying:

Sync checking will be performed at the generator switchgear. The breaker on the Station 23 will be electrically interlocked so as to prevent closing onto an energized line.

###### (ii) Generator Switchgear Relaying

A bus differential relay is provided in the switchgear with a lock out relay to isolate the gear in case of an internal fault. All feeder breakers and the generator breaker will be equipped with Multilin SR 750 feeder management relays to isolate external faults.

**(iii) Substation Relaying Required**

**Station 23 Relaying**

Programming of the existing phase and ground overcurrent settings will be reviewed for coordination with the new circuit tie-in. Breaker statuses will be collected and used to determine if logic tripping will be performed if for some reason there is no 115 kV transmission voltage available to export power from the generator.

**Metering Facilities**

Metering facilities exist at Stations 51, 52, 53. No additional metering will be needed.

**(b) Transmission Provider's Interconnection Facilities**

At Station 23: Install PRCB and associated relay equipment for interconnection to the customer's underground 15kV riser structure under provisions specified in contract DOE-RO09-95SR18531. In addition the Interconnection Facilities include all conduits from the substation fence to the riser structure and the switch house for interconnection customer's feeder conductors and fiber optic communications installed under Engineering and Procurement Agreement with Operating Contractor.

**2. Network Upgrades:**

At Station 21: Replace six (6) Station Class Lightning Arresters on the 115 kV bus.

At Station 23: Replace eight (8) Station Class Lightning Arresters on the 115kV bus (all arresters except high side transformer arresters) and Replace six (6) Dead End Structure Arresters

## **Appendix B to LGIA**

### **Milestones**

**In-Service Date:** Operating Contractor shall be prepared for back feed service on August 10, 2011.

**Initial Synchronization Date:** Operating Contractor shall be prepared for synchronization on November 8, 2011.

**Operation Date:** Operating Contractor shall be prepared to enter into the operations performance period on January 10, 2011.

**Appendix C to LGIA**

**Reserved**

## **Appendix D to LGIA**

### **Security Arrangements Details**

Infrastructure security of Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Transmission System reliability and operational security. FERC will expect all Transmission Providers, market participants, and Interconnection Customers interconnected to the Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

## Appendix E to LGIA

### Operation Date



Department of Energy  
Savannah River Operations Office  
P O. Box A  
Aiken, South Carolina 29802

JAN 11 2012

Mr. S. Porcher Stoney, Transmission Manager  
South Carolina Electric & Gas Company  
Transmission Support  
601 Old Taylor Road  
Cayce, South Carolina 29033

Dear Mr. Stoney:

SUBJECT: Department of Energy Biomass Cogeneration Facility (BCF), ECM-1 Large Generation Facility

On December 15, 2011, Ameresco Federal Solutions, LLC (AFS) completed trial operations of BCF unit number ECM-1. This letter also confirms that AFS commenced operation of unit number ECM-1 at the large generating facility, effective as of January 11, 2012. If you have any questions or comments, please contact me at (803) 952-8047.

Sincerely,

*Franklin Black*  
Franklin Black  
Interconnection Customer  
Representative

ISD-12-006



## Appendix F to LGIA

### Addresses for Delivery of Notices and Billings

#### Notices:

##### Transmission Provider:

SCE&G  
Transmission Manager, Transmission Support  
601 Old Taylor Road  
Cayce, South Carolina 29033

##### Interconnection Customer:

Department of Energy – Savannah River Operations Office  
P O Box A  
Aiken, SC 29802

##### Operating Contractor:

Ameresco Federal Solutions, LLC  
1820 Midpark Rd.  
Suite C  
Knoxville, TN 37921