MODIFICATION 2

TO

BASIC ORDERING AGREEMENT BETWEEN

AECOM Technical Services, Inc.

AND

Alliance for Energy Innovation, LLC
Managing and Operating Contractor for
The National Laboratory of the Rockies (NLR)

BASIC ORDERING AGREEMENT FOR STAFF AUGMENTATION SUPPORT SERVICES

BOA-NREL-2021-10440

Effective Date: December 22, 2021

PERIOD OF PERFORMANCE

Execution through December 21, ***2031***

This Basic Ordering Agreement (BOA) between AECOM (AECOM, hereinafter "Subcontractor") and NLR is entered into to provide products and services to Department of Energy (DOE) CONTRACTORS in accordance with the following:

1. This BOA includes services listed in Attachment A, Statement of Work.
2. This BOA is for DOE Prime Contractors (hereinafter collectively referred to as "CONTRACTOR").
3. This BOA may also be used by DOE Vendors with written authorization of the ICPT Chair.
4. The pricing applied to the work authorized in each Order shall be determined in accordance with Subcontractor markups as outlined Attachment B.
5. General Terms and Conditions (March 2021) are included in Attachment C and made a part herein.

The parties agree that Contractors may place orders under this BOA and receive the appropriate discounted price. Each CONTRACTOR shall place its own Orders under this BOA and shall be direct billed accordingly.

Roles and Responsibilities Definitions:

CONTRACTOR: Refers to the ordering entity. By and large, it is the expectation that the Managing and Operating Contractors managing the seventeen Department of Energy (DOE) national laboratories will be the predominant users of this agreement; however, a comprehensive list of entities that are DOE Vendors may be authorized to use this BOA can be identified by accessing this link.

Subcontract Administrator: The Subcontract Administrator is the CONTRACTOR designated individual responsible for performing contract administration functions representing the complete subcontract life cycle. The Subcontract Administrator is the only individual authorized to issue binding modifications and changes under the Order when issued.

Technical Monitor: The CONTRACTOR designated individual(s) representing the end user of the Order. May be the same individual as the 'hiring manager' requiring services or an intermediary managing the work outlined in the Order. This person is necessary for the successful performance of the Order and is accountable for stewardship of the Subcontractor's technical performance.

REVISION:

Modification 2 to Basic Ordering Agreement No. BOA-NREL-2021-10440 is modified to exercise the Option Period to extend the Period of Performance end date to December 21, 2031, update Point of Contact information, and to reflect Alliance and Laboratory name changes per previous administrative modification.

ARTICLE 1 – SCOPE OF WORK

The Subcontractor agrees to provide services as described in Attachment A, Statement of Work. CONTRACTOR may order any services described therein during the Period of Performance (POP) of this BOA.

ARTICLE 2 – PERIOD OF PERFORMANCE (POP)

The POP of this BOA, unless reduced sooner, terminated or extended in accordance with the terms and conditions of this BOA, shall commence upon execution of the BOA and end on December 21, ***2031***.

Option to Extend Term of BOA: CONTRACTOR may extend the term of this BOA by giving written notice to Subcontractor on or before the expiration date of this BOA. The exercise of an option to extend the term of this BOA shall be accomplished by a unilateral written modification issued by CONTRACTOR.

The term of this BOA may be extended pursuant to this clause for up to 5 years beyond the initial term. Such extension may be made from time to time or in one modification.

ARTICLE 3 – PRICE, PAYMENTS AND CEILING AMOUNT (SPECIAL – STAFF AUGMENTATION SUPPORT SERVICES) (SEP 2020)

The Subcontractor shall perform the work as defined in each Order on a labor hour or firm fixed price basis, to be outlined in the applicable Order.

The Subcontractor is authorized by CONTRACTOR's execution of this BOA to perform the basic period of this BOA.

A. PRICE, PAYMENTS AND CEILING AMOUNT FOR LABOR HOUR ORDERS

1. Labor – Fully Burdened Hourly Rate Ranges

   a. Order amounts shall be computed by multiplying the appropriate hourly rate(s) proposed and accepted for each Order, by the appropriate markups as identified in Attachment B, by the number of direct labor hours performed. Fractional parts of an hour shall be payable as stated in each Order. Order invoices may be submitted electronically once each month (or at more frequent intervals, if approved by CONTRACTOR in individual Orders), to the address identified in each Order. The Subcontractor shall substantiate invoices by evidence of actual payment and by individual daily job timecards, or other substantiation approved by CONTRACTOR.

   b. After payment of 80 percent of the total ceiling amount, the Subcontract Administrator may withhold further payment of allowable time until a reserve is set aside in an amount that the Subcontract Administrator considers necessary to protect CONTRACTOR's interest. This reserve shall not exceed one percent of the ceiling amount or $10,000, whichever is more.

   c. The hourly rates as calculated in the formulas set forth in Attachment B, or the fully burdened hourly rates approved for each Order, shall not be varied by virtue of the Subcontractor having performed work on an overtime basis, unless such overtime was specifically authorized in advance in writing by the Subcontract Administrator. If the Subcontractor is requested to work overtime due to an unplanned or emergency requirement, the Subcontractor shall notify the Subcontract Administrator and Technical Monitor (defined as the site contact in charge of the work specified and authorized in the Order), via email, within two (2) business days of the overtime performed. If no overtime rates are provided in the Order and overtime work is approved in advance by the Subcontract Administrator, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this BOA. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Subcontract Administrator.

2. Expenses

   a. Travel at CONTRACTOR's request shall be reimbursed based upon substantiating documentation and a determination of allowability, allocability, and reasonableness. The Subcontractor shall obtain economical and reasonable travel expense. For example, coach airfare, meals and incidental expenses (M&IE) at applicable federal government rates, and when possible, lodging accommodations that are within applicable federal government rates. If meals are provided as part of a conference/meeting, the Subcontractor shall deduct the cost of the meal from the M&IE claimed on the invoice.

   b. Expenses associated with remote work locations are unallowable.

   c. The allowability of expenses shall be determined by the Subcontract Administrator in accordance with Part 31 of the Federal Acquisition Regulation as supplemented by Part 931 of the Department of Energy Acquisition Regulation in effect on the execution date of this BOA.

3. Cost

   If at any time the Subcontractor has reason to believe that the hourly rate payments that will accrue in

performing the Order(s) in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling amount of the Subcontractor's Orders, the Subcontractor shall notify the CONTRACTOR Subcontract Administrator. If at any time during performing the Order(s), the Subcontractor has reason to believe that the total ceiling amount for performing the Order(s) will be substantiallygreater or less than the then stated ceiling amount for that Order, the Subcontractor shall so notify the Subcontract Administrator, giving a revisedestimate of the total ceiling amount for performing the Order(s), with supporting reasons and documentation. If at any time during performing the Order(s), CONTRACTOR has reason to believe that the work to be required in performing the Order(s)will be substantially greater or less than the stated ceiling amount, the Subcontract Administrator will so advise the Subcontractor, giving the then revised estimate of the total amount of effort to be required under the Order(s).

4. Ceiling Amount

CONTRACTOR shall not be obligated to pay the Subcontractor any amount in excess of the ceiling amount set forth in the Order, and the Subcontractor shall not be obligated to continue performance if to do so would exceed the ceiling amount set forth in the Order, unless and until the Subcontract Administrator shall have notified the Subcontractor in writing that the ceiling amount has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling amount for performance under the Order(s). When and to the extent that the ceiling amount set forth in this article has been increased, any hours expended by the Subcontractor in excess of the ceiling amount before the increase shall be allowable to the same extent as if the hours expended had been incurred after the increase in the ceiling amount.

5. Audit

At any time before final payment under this BOA the Subcontract Administrator may request an audit of the invoices. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Subcontract Administrator not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the invoice designated by the Subcontractor as the "final invoice" and substantiating documentation, and upon compliance by the Subcontractor with all terms of this BOA (including, without limitation, terms relating to release of claims, terms relating to patent clearance, and the terms of the individual orders, CONTRACTOR shall promptly pay any balance due the Subcontractor. The final invoice and substantiating documentation shall be submitted by the Subcontractor as promptly as practicable following completion of the work under this BOA, but in no event later than one (1) year (or such longer period as the Subcontract Administrator may approve in writing) from the date of completion.

ARTICLE 4 – CONSIDERATION AND PAYMENT (SPECIAL – STAFF AUGMENTATION SUPPORT SERVICES) (SEP 2020)

A. Services shall be allowed only as authorized by individual Orders issued in accordance with the terms of this BOA. The Subcontractor shall receive compensation for performance under this BOA upon submission of acceptable invoices ina form satisfactory to the Subcontract Administrator. Provided, however, that any such payments shall not be deemed to prejudice any rights which Subcontractor or the Government may have by law or under other provisions of this BOA.

B. The Subcontractor shall submit an invoice for each individual order electronically to the address identified in the Order within thirty (30) business days following rendering of services.

ARTICLE 5 – ADMINISTRATIVE

Contractor BOA Administrator's Address is as follows:
Lora Haynes, Subcontract Administrator, ***Lora.Haynes@nlr.gov***
National Laboratory of the Rockies (NLR)
15013 Denver West Parkway
Golden, CO 80401

Subcontractor BOA Administrator's contact information is as follows:
Jason Shergur Ph.D.
Vice President DOE Client Account Manager
M 865-705-8777
jason.shergur@aecom.com

All Orders placed hereunder shall reference this BOA-NREL-2021-10440

ARTICLE 6 – REQUEST FOR RESOURCES AND ORDER PROCESS (SPECIAL – STAFF AUGMENTATION SUPPORT SERVICES) (SEP 2020)

The process for issuing Orders under this BOA shall be as follows:

A. The first step in the process for issuance of a formal Order under this BOA is a Request for Resources (RFR) as a solicitation. The CONTRACTOR will release a RFR document to the Subcontractor for consideration. Each RFR maybe a competitive request or could be issued to a single Subcontractor. Each RFR and ensuing order shall be identified as either labor hour or firm fixed price. The Subcontractor shall analyze the work description and other requirements of the RFR for high quality potential candidates that match the specific technical qualifications required by the RFR.

B. The Subcontractor shall then prepare and submit an RFR Proposal to include all requisite information as indicated in the RFR.

C. The RFR Proposal shall also include the following:

1. Acceptance of the proposed RFR.
2. Certification that the requirements under the proposed RFR will be met, if selected.
3. The resume of each individual proposed to perform the Order requirement.
   Resumes shall not include the individual's Social Security Number, phone number, or e-mail address.
4. Written responses from the candidate to selected questions required by Technical Monitor.

D. The Subcontractor shall submit the RFR Proposal to the CONTRACTOR as instructed in the RFR.

E. The CONTRACTOR shall review the RFR Proposal, verifying that the fully burdened rates proposed are calculated as specified in this BOA schedule.

F. Once the CONTRACTOR has selected a candidate, the Subcontractor shall:

1. Provide drug test and background/reference check verifications on the candidate to the CONTRACTOR via email no later than three business days prior to the candidate's start date (individual Orders may provide specific and/or different expectations for drug testing, results, timeframes and delivery).

G. Then, the Subcontract Administrator will issue a formal Order to the Subcontractor which shall include the following:

1. A detailed description of the work to be performed;
2. The Order Period of Performance; and
3. The ceiling amount, based on the accepted fully burdened hourly rates and number of hours or firm fixed price for the scope of work.

I. The Subcontractor shall commence work upon receipt of the formal Order authorizing performance. No work shall be authorized without issuance of a CONTRACTOR Order.

J. If applicable, the duration that any individual Subcontractor Personnel may be assigned to work under this effort (on anyone or combination of Orders) shall be established by the CONTRACTOR placing an individual order.

K. It is work may be performed primarily on-site at CONTRACTOR's permanent sites, at leased facilities, or remotely depending on the information provided in the RFR.

L. If travel is required between CONTRACTOR sites, and the Subcontractor Personnel cannot use their personal vehicle or the CONTRACTOR Shuttle, the use of a Government vehicle may be permitted. Those instances shall be identified on the individual Order and the Subcontractor shall provide proof of insurance to the CONTRACTOR.

M. The Subcontractor shall be responsible for the direct supervision of its personnel and must identify a point of contact that supervises its BOA Personnel. The Subcontractor shall work closely with the Technical Monitor to ensure that the Subcontractor Personnel have a complete understanding of the Order requirements.

N. Notwithstanding any provision herein to the contrary, nothing in this BOA shall prevent CONTRACTOR from soliciting competitive proposals to perform work within the scope of work described in Attachment A, Statement of Work.

O. When an Order ends, the Subcontractor shall ensure the completion of the following:

1. A copy of the current timesheet from Subcontractor's timekeeping system is submitted to CONTRACTOR;
2. Return of all CONTRACTOR Government Furnished Property, CONTRACTOR ID Badge, Parking Pass, assigned keys, and computer security tokens, etc. to CONTRACTOR Technical Monitor or Subcontract Administrator.

P. When Subcontractor Personnel are released prior to the end of the intended Order period of performance:

1. The Subcontractor shall respond to the instruction of the Subcontract Administrator, which may include

escorting the Subcontractor Personnel offsite or notifying the Subcontractor Personnel after business hours of the cancellation of the Order.

ARTICLE 7 - SUBCONTRACTOR RELATIONSHIP WITH CONTRACTOR (SPECIAL – STAFF AUGMENTATIONSUPPORT) (SEP 2020)

A. Subcontractor acknowledges and agrees that Subcontractor's relationship with CONTRACTOR under this BOA creates a direct business relationship between Subcontractor and CONTRACTOR. CONTRACTOR does not, and shall not be deemed to,direct or control Subcontractor or Subcontractor's employees generally or Subcontractor's performance under this BOA, except for technical direction in accordance with the Statement of Work to be performed, specifically including in connection with Subcontractor's delivery of services under this BOA or Subcontractor's acts or omissions. With the exception of any requirement or other obligation required by any applicable law or otherwise required by the Contractor's Prime Contract with the U.S. Department of Energy, CONTRACTOR shall have no right to require Subcontractor or Subcontractor's employees to act or refrain from acting in any certain manner. Subcontractor acknowledges and agrees that Subcontractor has complete discretion to provide services to others or otherwise engage in other business or employment activities with entities other than CONTRACTOR.

B. CONTRACTOR shall retain the right to deactivate any CONTRACTOR-issued identification badge or otherwise remove or restrict access to any of Subcontractor's employee(s) to the CONTRACTOR site(s) in the event of a violation or alleged violation of any requirement under this BOA or as a result of any act or omission on the part of a Subcontractor employee that causes harm to CONTRACTOR or the Government as determined in CONTRACTOR's sole discretion or in any circumstance where the Subcontractor employee violates or acts contrary to any CONTRACTOR-specific security, health or safety requirement imposed on Subcontractor through this BOA. CONTRACTOR's decision toremove or restrict Subcontractor employee's access to the CONTRACTOR site(s) may be based on, but is not limited to, Subcontractor employee's lack of decorum or other disruptive actions inconsistent with performing work on a Federal site,violations of law or other rules or regulations imposed by the Government, including, but not limited to, theft, vandalism, onsite possession of a firearm, marijuana or alcohol. Subcontractor acknowledges and agrees that Contractor's denial of an employee's ability to access the CONTRACTOR site(s) is not a direction by Contractor to Subcontractor to take any disciplinary action, up to and including termination, against a subject employee. Subcontractor shall remain solely responsible for determining and implementing any disciplinary action against its employees based onthe underlying facts and circumstances which led to Contractor's decision to suspend/terminate Subcontractor's employee's access to the CONTRACTOR site. Contractor agrees through its CONTRACTOR Subcontract Administrator to provide information to Subcontractor regarding the restriction of Subcontractor employee's access to any CONTRACTOR site(s).

ARTICLE 8 - SUBCONTRACTOR'S RESPONSIBILITY TO SUPERVISE AND OVERSEE WORK PERFORMED BY ITS EMPLOYEES, COMPLIANCE WITH ALL LAWS AND INDEMNIFICATION OF CONTRACTOR (SPECIAL – STAFFAUGMENTATION SUPPORT SERVICES) (SEP 2020)

A. Subcontractor acknowledges and agrees that it is solely responsible for negotiating with its employees all terms and conditions of employment for its employees performing work under this BOA, including hiring, supervising, establishing rates of pay, managing employee's work schedule, implementing any disciplinary actions and/or discharging any employee. Subcontractor acknowledges and agrees that CONTRACTOR does not control, direct, or otherwise supervise in any way Subcontractor's employees in the performance of the services under this BOA. Subcontractor acknowledges and agrees that it is responsible for providing any training and instruction of its employees necessary for its employees to successfully perform the services under this BOA. Except for required security, health and safety information provided to Subcontractor employees during a general orientation, Subcontractor shall determine the extent, if any, that CONTRACTOR's employee policies would apply.

B. Subcontractor shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of Subcontractor in connection with the work to be delivered under this BOA including, but not limited to, continued compliance with all applicable federal and state labor laws and the Affordable Care Act. Subcontractor hereby agrees that it shall not take any action in violation of any applicable legal requirement that could result in any liability being imposed on CONTRACTOR, including any action resulting in the pursuit of CONTRACTOR as a joint employer.

C. Subcontractor's failure to comply with the requirements of this article shall be grounds for termination of this BOA in accordance with termination provisions.

D. Subcontractor hereby agrees to indemnify and hold harmless the Contractor and its officers, directors, agents and employees (each, a "Covered Party") from and against any and all liabilities, losses, claims, damages, costs and expenses (including attorneys' fees) incurred by a Covered Party arising from, or in any way connected with, the provision of the services under this BOA by Subcontractor, its officers, directors, agents and employees for any violation or purported violation of any and all applicable Federal and State laws by Subcontractor, its officers, directors, agents and employees.

ARTICLE 9 – REPORTING REQUIREMENTS

The Subcontractor shall submit a spend and savings report to the ICPT Chair for each quarter of the fiscal year. The report formatand due date will be provided to the Subcontractor near the end of each quarter. The Subcontractor shall deliver the report by the due date requested. Savings shall be calculated by demonstrating the fully burdened labor rates including the competitive markups as outlined in Attachment B against fully burdened rates used for other clients (with names redacted) demonstrating the savings CONTRACTOR receives from Subcontractor on an hourly basis on each order active during the reporting period, providing the total orders active, total dollars committed, and total savings when compared to hourly rates used for other customers.

The Subcontractor shall attend Performance Review Meetings as requested by the ICPT or Contractor site.

ARTICLE 10 – SMALL BUSINESS RESUBCONTRACTOR REQUIREMENTS

Sales under this BOA shall be transacted through a Subcontractor-authorized small business Subcontractor to the greatest extent possible.

ARTICLE 11 – SITE SPECIFIC TERMS AND CONDITIONS

The Subcontractor acknowledges that the Contractor may have requirements unique to its site, mission, and/or geographic location.Therefore, the Subcontractor agrees that the Contractor placing an Order under this BOA reserves the right to incorporate its own Site-Specific Terms & Conditions relative to Environmental Safety and Health considerations as well as FAR, DEAR, or otherapplicable regulations and laws.

ARTICLE 12 – LIST OF ATTACHMENTS

Attachment A dated 2.6.2024 – Statement of Work

Attachment B – Pricing

Attachment C – General Terms and Conditions

Attachment D - Reserved

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of Alliance for Energy Innovation, LLC's signature date.

ACKNOWLEDGED AND CONFIRMED;

AECOM TECHNICAL SERVICES, INC.	**ALLIANCE FOR ENERGY INNOVATION, LLC**
BY: Signed by: Donna Noble 567C2B023EA248E...	**BY:** Signed by: Kimberley Lopez 146DE5BC43944BB...
NAME: Donna Noble	**NAME:** Kimberley Lopez
TITLE: Senior Contracts Manager	**TITLE:** Services Subcontracts Manager
DATE: 10/29/2026	**DATE:** 10/30/2026