

NTP No: 2.2

PSA No: 25-23-1-019 Program No: 25O1032026 DOI Grant No: D22AP00258-00 PSA Expiration Date: 12/31/2025

(This form is for any FIXED PRICE Agreement or for a COST REIMBURSEMENT Agreement in which the sum of all NTPs will not exceed \$250,000.)

Contractor: ASRC Energy Services Alaska, Inc.

Project Title: AOGCC Orphan Well Plugging and Remediation Program CMGC

NOTICE TO PROCEED

In accordance with our Agreement, provide the following services (or services described in the following referenced attachment):

Perform Task 1 per the Statement of Services through Amendment 1.

This NTP is cumulative and supersedes NTP 2.1.

Compensation for this NTP shall be by the method(s) and not exceed the authorized amount(s) specified in the Invoice Summary (below). The Agency Contract Manager for this NTP is: Jessie Chmielowski, P.E. Tel No.: (907) 793-1228								
ssueeণজিঞ্দিও প্রতানে ALID a all				Accepted for the Contractor by:				
Al Beck 5/14/2024			Christine L. Kesler 5/13/2024					
Signature Date			Signature Date					
Name: Albert Beck, P.E., Acting NR Preconstruction Engineer				Name: Christine Resler, President/Director				
INVOICE SUMMARY								
For invoicing purposes, the Contractor shall use their current audited IDCR at the time of invoicing as applicable.								
This Invoice is for [] Progress OR [] Final Payment. Sequential Invoice Number for this NTP is: [].								
* Generally, each firm may be compensated by only one of the following Methods of Payment for this NTP: Fixed Price (FP)								
Firms (Prime & Subcontractors)*	Meth of Pay	Labor (or F	P)	Indirect Cost	Expenses	Fixed Fee	Total Price	
Task 1 Preconstruction Services	T&E	\$1,901,955.00			\$205,212.00		\$2,107,167.00	
Total NTP Amount Authorized for All Firms		\$1,901,955.00			\$205,212.00		\$2,107,167.00	
Sum of Prior APPROVED Payments								
Sum for THIS INVOICE								
Sum of Prior Payments and this Invoice								
Balance of Authorized Amount								
				PAYMENT REQUEST (Contractor):				
				Signature Date Name: Doug Cismoski, P.E., Project Manager				
APPROVAL FOR PAYMENT								
PAYMENT RECOMMENDED: I certify this Invoice to be valid and accurate and that services were performed substantially in conformance with the contract requirements and schedule.				PAYMENT APPROVED: Based upon the Contract Manager's recommendation and certification, I hereby approve payment.				
Signature Date Name: Bryan McLellan, P.E., Project Manager				Signature Date Name: Jessie Chmielowski, P.E., Commissioner				

INSTRUCTIONS TO CONTRACTOR for NOTICE TO PROCEED & INVOICE SUMMARY (NTP)

1. Retain an unmarked, as issued, copy of this (NTP) form to be used for reproduction and billing.

Note Several NTPs may be concurrently active under one Professional Services Agreement, each requiring separate cost accounting.

- 2. If this NTP is unacceptable, notify the Contracting Agency immediately. If acceptable, acknowledge by signature where indicated *on a copy* of this NTP and return it within ten days after your receipt.
- 3. Submit monthly Invoices to the Agency Contract Manager named in this NTP. You may use your firm's invoice forms; however, you must also provide a copy of page one of this NTP form as the FACE PAGE of each invoice submitted and with the following entries accurately completed:
 - a) Indicate if the Invoice is for Progress or Final Payment and show the Sequential Invoice Number for this NTP.
 - b) In each column (c, d, e, f & g) where there is an Authorized Amount, show amounts for: Prior APPROVED Payments; THIS INVOICE; Prior Payments plus this Invoice; and Balance of Authorized Amount.

"Prior APPROVED Payments" amounts may NOT be the same as the total of all your prior invoices if some items were disallowed or adjustments were made. If a prior billing has not been acknowledged with any payment, or a different amount from your billing was paid without notification to you of the reason(s), attach a request for an explanation and remedial action.

- 4. Sign, date and enter printed or typed name under "PAYMENT REQUEST (Contractor)" thereby attesting to the following:
 - "By signature on this form, the Contractor certifies entries to be true and correct for the services performed to date under or by virtue of said Agreement and in accordance with AS 36.30.400. The Contractor further certifies that all applicable Federal, State and Local taxes incurred by the Contractor in the performance of the services have been paid and that all Subcontractors engaged by the Contractor for the services included in any invoice shall be fully compensated by the Contractor for such services."
- 5. Substantiate all charges on each invoice, other than for Fixed Prices or Fixed Fees, by attaching a summary of hours expended and hourly labor rate per employee; summary of units completed; subcontractor invoices; expense receipts, etc.; or other proof of expenditures.
- 6. Prime Contractor's Labor and Indirect Cost shall be billed to the Contracting Agency within 45 days of performance. Subcontractors' Labor and Indirect Cost shall be billed to the Contracting Agency within 60 days of performance. All of the Contractor's and Subcontractors' Other Direct Costs (Expenses) shall be billed to the Contracting Agency within 90 days of being incurred. Charges submitted after the above stated times will, at the Contracting Agency's discretion, not be paid.
- 7. When each NTP is approximately 75% complete, the Contractor shall determine if the Authorized Amount(s) might be exceeded and, if so, shall provide an estimate of cost to complete. The Contracting Agency will determine after discussion with the Contractor if additional cost is reasonable and does not include costs that should be absorbed by the Contractor. If additional cost is validated, a negotiated Amendment will be executed that either (1) reduces the scope of services/work products required commensurate with the Authorized Amount(s), or (2) increases the Authorized Amount(s) to that required for completion of the original contract scope.