



# AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

Amendment No: 3  
 PSA No: 25-23-1-019  
 Program No: 25O1032026  
 DOI Grant No: D22AP00258-00

Project Title: **Alaska Oil and Gas Conservation Commission Orphan Well Plugging and Remediation Program CMGC**

The Agreement between **THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES, NORTHERN REGION**

hereafter the **CONTRACTING AGENCY**, and **ASRC Energy Services Alaska, Inc.**

hereafter the **CONTRACTOR**, is hereby amended, effective the last date executed by its parties.

### CONTRACTOR

Signature: Christine A. Resler 12/14/2023 Signature: \_\_\_\_\_ Date \_\_\_\_\_  
 Name: Christine Resler Date Name: \_\_\_\_\_ Date \_\_\_\_\_  
 Title: President/Director Title: \_\_\_\_\_

### CONTRACTING AGENCY

Contract Manager Contracting Officer  
 DocuSigned by: DocuSigned by:  
 Signature: Jessie L. Chmielowski 12/14/2023 Signature: [Signature] 12/14/2023  
 Name: Jessie Chmielowski, P.E. Date Name: Lauren Little, P.E. Date  
 Title: AOGCC Commissioner Title: Northern Region Preconstruction Engineer

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for  
bt

### CHANGES TO COMPENSATION

<u>Item</u>	<u>Method of Payment</u>	<u>Original Amount</u>	<u>Amount Through Last Amendment</u>	<u>Amount for This Amendment</u>	<u>Current Amount</u>
Task 1 Preconstruction Services	T&E	\$178,500.00	\$840,994.00	\$605,854.00	\$1,446,848.00
Task 3 Stage 2 Preparation	T&E	\$0.00	\$0.00	\$646,000.00	\$646,000.00

Authorized and Funded by this Amendment: \$1,251,854.00  
Previously Authorized and Funded: \$1,631,274.00  
Total Amount Authorized and Funded through this Amendment: \$2,883,128.00  
Amount Remaining to be Authorized and Funded: \$19,616,872.00

**Note: Dollar amount listed below is total allowable contract amount.**

	<u>Original Amount</u>	<u>Amt Through Last Amd</u>	<u>This Amendment</u>	<u>Current Amount</u>
Subtotals for above items:	See Above	See Above	See Above	See Above
Subtotals for items <i>not</i> listed above:	See Above	See Above		\$0.00
Totals for Agreement:	See Above	See Above	See Above	See Above

The **MAXIMUM AMOUNT PAYABLE** to the Contractor under this Agreement, revised to include this Amendment, shall not exceed: **Twenty Two Million, Five Hundred Thousand and No/100 Dollars (\$22,500,000.00)**

**CHANGES TO CONDITIONS OR SERVICES**

Amend the current Appendix B, Statement of Services as follows:

Add the following Task:

**Task 3 Stage 2 Preparation.** Prepare for Stage 2 construction contract activities by establishing supplier and subcontractor agreements and purchasing long lead materials as required. All costs billed against this task will be verified by the Independent Cost Estimator (ICE) and the Contractor will be given written authorization for each expense (or series of expenses) from the Alaska Oil and Gas Conservation Commission (AOGCC) project manager or delegee prior to invoicing against this task. When submitting for payment under the contract, include the written authorization with the request for payment.

All materials and agreements procured under this task will become the property of the AOGCC if Stage 2 contract negotiations are unsuccessful.

Replace current Appendix C, Exhibit C-1, Method of Payment with Attachment 1, Appendix C, Exhibit C-1, Method of Payment, dated December 8, 2023.

**PERIOD OF PERFORMANCE**

The ending date of: December 31, 2024 **is changed to: December 31, 2025**

The following **ATTACHMENTS** to this Amendment **ARE INCORPORATED HEREIN:**

<u>Attachment No</u>	<u>Title</u>	<u>Date</u>	<u>No Pages</u>
1	Appendix C, Exhibit C-1, Methods of Payment, Amendment No. 3	12/08/2023	2

**ALL OTHER PROVISIONS OF THE AGREEMENT REMAIN IN FORCE**

# COMPENSATION

## APPENDIX C EXHIBIT C-1, METHOD(S) OF PAYMENT Attachment 1

### AOGCC Orphan Well Plugging and Remediation Program CMGC

PSA No: 25-23-1-019
Amendment No: 3
Program No: 25O1032026
DOI Grant No: D22AP00258-00
Date Prepared: December 8, 2023

1. Payments will be made in accordance with Article A7 (Basic Agreement), Articles C1 - C9 (Appendix C), the following, and the applicable discussions of Methods of Payment presented below.

<u>CONTRACTOR &amp; SUBCONTRACTORS</u>	<u>SUBCONTRACTOR TO: (FIRM)</u>	<u>METHOD OF PAYMENT</u>	<u>ESTIMATED COST</u>	<u>FEE</u>	<u>ESTIMATED PRICE</u>
ASRC Energy Services Alaska, Inc.		T&E	\$1,217,729.00		\$1,217,729.00
ASRC Consulting & Environmental Services, Inc.	AES Alaska, Inc.	T&E			\$0.00
Cruz Construction, Inc.	AES Alaska, Inc.	T&E	\$34,125.00		\$34,125.00
<b>Authorized and Funded by this Amendment</b>					\$1,251,854.00
<b>Previously Authorized and Funded</b>					\$1,631,274.00
<b>Total Amount Authorized and Funded through this Amendment</b>					\$2,883,128.00
<b>Amount Remaining to be Authorized and Funded</b>					\$19,616,872.00

Note: If a Method of Payment is "Fixed Price", then the amount listed under "Estimated Price" is the Fixed Price.

<u>Item</u>	<u>Description</u>	<u>Amount</u>	<u>PSA Document</u>	<u>NTP #</u>
Task 1	<b>Preconstruction Services</b>	\$178,500.00	Original Agreement	1
		\$662,494.00	Amendment 1	2, 2.1
		<b>\$605,854.00</b>	<b>Amendment 3</b>	<b>2.1</b>
Task 2	Site Investigations	\$790,280.00	Amendment 1	3
Task 3	<b>Stage 2 Preparation</b>	<b>\$646,000.00</b>	<b>Amendment 3</b>	<b>4</b>
<b>Project Total</b>		<b>\$2,883,128.00</b>		

Note: Amd 2 is time extension only

2. **FIXED PRICE(S)** payments will be a single lump sum payment equal to the Fixed Price upon acceptable completion of this Agreement, or progress payments not to exceed the Fixed Price.

3. **FIXED PRICE(S) PLUS EXPENSES** payments will be as follows:

3.1 Payments of the **FIXED PRICE** will be a single lump sum payment equal to the Fixed Price upon acceptable completion of services, or progress payments not to exceed the Fixed Price(s).

3.2 Payments for Other Direct Costs (**EXPENSES**) will be made for actual substantiated costs not to exceed the total specified amount for expenses which are directly chargeable to and necessary for performance of the services assuming they are not recovered through the Indirect Cost Rate.

4. **COST PLUS FIXED FEE** payments will be made according to the following:

4.1 Payments for **DIRECT COST OF DIRECT LABOR** will be equivalent to the number of hours expended by each job classification multiplied by the applicable Direct Labor Rate. Job Classifications, Labor Hours and Direct Hourly Rates are estimated for this contract. Work shall be performed by the lowest paid qualified personnel. Further, when performing work for which they are over qualified, individuals will charge time at rates equivalent to skill levels commensurate with the work they perform. Contract payments will be based on the actual Direct Labor Rates paid to employees in any direct labor job classification who work on the contract, except that no Direct Hourly Rate shall exceed \$      PER HOUR except for the following individuals whose rates are capped (fixed) as listed below for the duration of this Agreement:

<u>FIRM</u>	<u>JOB CLASSIFICATION</u>	<u>PERSON'S NAME</u>	<u>DIRECT RATE (\$/HR)</u>
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4.2 Payments for **INDIRECT COSTS** shall be equivalent to the amounts for Direct Cost of Direct Labor multiplied by the following applicable **INDIRECT COST RATES (IDCR)** :

<u>CONTRACTOR / SUBCONTRACTOR</u>	<u>IDCR (%)</u>	<u>IDCR TYPE (F,F/P, P)</u>
ASRC Energy Services Alaska, Inc.	On File	F/P

4.2.1 IDCR with "F" is Fixed for the duration of this Agreement.

4.2.2 IDCR with "F/P" is Fixed for the last half of the firm's current fiscal year plus not to exceed six months of its next fiscal year, after which the IDCR becomes a Provisional Rate until an audit is completed and a Fixed IDCR is negotiated for each successive twelve month interval.

4.2.3 IDCR with "P" is Provisional until completion of post performance audit to establish actual incurred rate which is used to negotiate a final IDCR for the period covered by the audit. Post performance audits may be done after each fiscal year of a multi-year contract or once after completion of the contract. Audit findings and other rationale will be used to negotiate a final IDCR that appropriately allocates Indirect Costs to this Agreement for each fiscal year.

4.2.4 Revisions to any IDCR may be implemented only by a contract Amendment. Further, adjustment of any payments made based on Provisional IDCRs will not be done without a contract Amendment that fully explains the amount of the adjustments.

4.3 Payments for **OTHER DIRECT COSTS** (Expenses) will be made for actual substantiated costs which are directly chargeable to and necessary for performance of services assuming they are not recovered through the Indirect Cost Rate. "Markup" of Other Direct Costs is prohibited (reference paragraph C8).

4.4 If not defined elsewhere in this Appendix C, progress payments for a firm's (Contractor or any Subcontractor) **FIXED FEE** will be equivalent to the ratio of the firm's Direct Cost of Direct Labor to date, divided by the firm's total estimated Direct Cost of Direct Labor, multiplied by the total amount of the firm's Fixed Fee. The Fee amount for each firm participating in this Agreement was determined as follows:

5. **TIME AND EXPENSES** payments will be made according to the following:

5.1 Payments for **TIME** will be equivalent to the number of hours expended by each job classification multiplied by the applicable Billing Rate. Work will be performed by personnel with the lowest reasonable skill levels and hourly rates. Further, when performing work for which they are over qualified, individuals will charge time at rates equivalent to skill levels commensurate with the work they perform.

5.1.1 **BILLING RATES** for persons who work on this contract shall be the sum of the person's actual Direct Labor Rate plus an allowance for Indirect Cost at the then current Agency approved Indirect Cost Rate for the person's employer (firm) plus a fee (profit) of ten percent; e.g.: \$25 + (1.50 x \$25) + (.10 x [\$25+(1.50 x \$25)]) = \$68.75, however, not to exceed \$ PER HOUR except for the following individuals whose rates are capped (fixed) as listed below for the duration of this Agreement.

<u>FIRM</u>	<u>JOB CLASSIFICATION</u>	<u>PERSON'S NAME</u>	<u>BILLING RATE (\$/HR)</u>
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5.1.2 **BILLING RATES** are negotiated hourly labor rates which include compensation for all Costs (Direct Cost of Direct Labor and all Indirect Costs) plus Fee, except for allowable direct Expenses.

5.1.3 **Time & Expenses Overtime** shall be calculated at 1.5 times the base labor rate (DL & IDCR) and then the profit factor added.

5.2 Payments for Other Direct Costs (**EXPENSES**) will be made for actual substantiated costs which are directly chargeable to and necessary for performance of services assuming they are not recovered through the Indirect Cost Rate. "Markup" of Expenses is prohibited (reference paragraph C8).