

**PHASE 2 AMENDMENT
HAINES BOROUGH
LUTAK DOCK REPLACEMENT**

This Phase 2 Amendment amends the Progressive Design-Build Agreement between Haines Borough, Alaska and Turnagain Marine Construction.

1. Pursuant to Section 6.6.1 of the Agreement, this Phase 2 Amendment incorporates the following terms into the Agreement. To the extent any terms set forth in this Phase 2 Amendment conflict with the Agreement, the terms in this Phase 2 Amendment shall govern.
2. The Design-Builder has submitted to Owner the Phase 2 Proposal pursuant to Section 6.6.1.9 of the Agreement.
3. The Owner has reviewed the Phase 2 Proposal, the parties have reconciled the Owner's Comments pursuant to Section 6.6.1.7 of the Agreement, and the Owner has accepted the Phase 2 Proposal as reconciled. The conformed, reconciled Phase 2 Proposal is attached to this Phase 2 Amendment at Exhibit A and is incorporated as if fully set forth herein.
4. The Owner has decided to exercise its option to enter into Phase 2 of the Agreement pursuant to Section 6.6.1.9.b of the Agreement.
5. Consistent with the Phase 2 Proposal, the parties hereby establish the following Commercial Terms:

Lump Sum Price <i>Note: the Lump Sum Price consists of the costs set forth below:</i>	\$25,594,147.00
Cost of the Work	\$22,256,147.00
Design-Builder's Lump Sum Fee for Phases 1 and 2	\$2,410,000.00
Lump Sum General Conditions Costs	\$928,000.00
Cost of the Work Contingency (Section 6.4.4.1.a)	\$N/A
Design-Builder's Contingency (Section 6.4.4.1.b)	\$N/A
Substantial Completion Date	August 16, 2024
Final Completion Date	August 16, 2024

6. Other Commercial Terms are set forth pursuant to the following Exhibits:
 - a. Exhibit B to this Amendment is the 65% Drawing Set provided by the Design-Builder.
 - b. Design-Builder's Lump Sum General Conditions Costs as set forth in Section 6.4.5 of the Agreement are set forth above and described in Exhibit A to the Phase 2 Amendment.
 - c. Liquidated Damages as provided in Section 5.4 – 5.6 of the Agreement are \$1500 per calendar day.
7. Pursuant to Section 10.2 of the Agreement, Design-Builder shall provide a Payment and Performance Bond pursuant to RCW Chapter 39.08 equal to one hundred percent (100%) of the amount of the Guaranteed Maximum Price set forth above.

In executing this Amendment, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Amendment, and each has the necessary corporate approvals to execute this Amendment, and perform the services described herein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date set forth below.

HAINES BOROUGH

DESIGN-BUILDER

By *[Signature]*

Turnagain Marine Construction

Its BOROUGH MANAGER

By *Jason Davis*

Date: 3-1-23

Its President
Date: 3/1/2023

8241 Dimond Hook Dr.
Anchorage, AK 99507

Attest: *Alexander*

Alekka Fullerton, CMC Borough Clerk





Turnagain
Marine Construction

1/30/2023

Haines Borough
ATTN Carolann Wooton

Final GMP and Verification Deliverable

Mrs. Wooton,

GMP Proposal for Lutak Dock Re-construction

Turnagain has established a GMP value of \$25,594,147.00 for the entire scope of work included in the 65% plan set. This scope of work will be further developed and submitted at the 95% and IFC milestones but the key features described in the 65% set will not be reduced, changed, or eliminated without written concurrence from the Borough. The remaining design will entail the development of additional structural details and information needed to accurately perform the fabrication and construction of the project.

Exhibit A of the document contains the open book estimate used to establish this GMP.

- a. Design Builder's Lump Sum Fee as defined in Section 6.2.3 of the Agreement.

Phase II Lump Sum	\$2,400,000.00
Phase I Lump Sum	\$10,000.00
Project Total	\$2,410,000.00

- b. The Cost of the Work as defined in Section 6.3 of the Agreement

Phase II Total	\$21,956,147.00
Phase 1 Total	\$300,000.00
Project Total	\$22,256,147.00

- c. The Lump Sum General Conditions Costs as defined in Section 6.4.5 of the Agreement.

General Conditions Lump Sum \$928,000.00

The Sum of Items a to c is \$25,594,147.00 which is the proposed Lump Sum Total for the Project.

- d. If applicable, any Allowance established by the Parties pursuant to Section 6.4.1 of the Agreement

Not Applicable

- e. Design Builder's Contingencies established pursuant to Section 6.4.4 of the Agreement.

Not Applicable

In support of the proposed GMP, Design Builder herein provides:

- a. A list of Not to Exceed Amounts and the information required in Section 6.4.2 of the Agreement



Turnagain
Marine Construction

No items are to be performed on a NTE basis.

- b. A list of Lump Sums and the information required in Section 6.4.3 of the Agreement

Turnagain will perform the scope of work defined in the 65% plan set, and as further developed at the 95% an IFC milestones, for a single lump sum amount of \$25,655,147.00 inclusive of all scope included on the 65% plan set. A detailed Schedule of Values breaking down this lump sum has been provided.

I am pleased to make this lump sum proposal and look forward to starting Phase II of this contract.

Sincerely,

Jason Davis

Jason Davis, President