

Date: March 19th, 2024

To: Nicole Egli, Project Manager Pacific Pile & Marine

Subject: Skagway Ore Peninsula Redevelopment Project Field Order 08 – Completion of the Skagway Ore Project Critical Elements

Nicole,

This Field Order directs Pacific Pile and Marine to perform the following activities:

- Mobilization of additional labor and equipment resources to mitigate immediate impacts to the project and accelerate remaining scopes of work as outlined in Serial Letter 062.1
- Continue with the Work outlined to perform the progress schedule provided in Serial Letter 062.1

The Provisions of this Field Order are identified in the Contract General Conditions 00 72 00 Article 10.1. This Field Order will be paid per General Conditions 00 72 00 Article 11 Section C Part 3. Cost of Actual Work Performed plus a contractor's fee per Articles 11.3 and 11.4. at a not to Exceed Value of \$360,000.00.

PPM is directed per Contract Documents to proceed on the basis of Time and Materials so as to minimize the impact on and delays to the work. Coordinate the Time and Materials Tracking with on-site Inspectors daily in accordance with contract documents.

PPM is directed to perform the work involved in a manner that minimizes the impact to the Work and the Contract Completion date. If the CONTRACTOR believes that a Field Order justifies any further increase in the Contract Price or an extension of the Contract Time, the CONTRACTOR may make a claim therefore as provided in Article 11 or 12. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incidental to performing the WORK. The CONTRACTOR shall be responsible for ensuring that the completed WORK complies with the Contract Documents. PPM shall carry on the WORK and adhere to the progress schedule during all disputes or disagreements with the OWNER. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the CONTRACTOR and MOS may otherwise agree in writing.

This Field Order is exclusive of any disputes or claims to change in the work or contract time between KPFF/MOS and PPM. A follow-up letter will be provided promptly to respond formally to the delay items noted in Serial Letter 062 and 062.1 from PPM.

Sincerely,

Person, Title