

EXHIBIT B SCOPE OF SERVICES

Owner's Representative Services – Battle Creek Hatchery and Lower Tulalip Creek Hatchery Upgrade Program

This Exhibit B sets forth the Scope of Services to be performed by the Owner's Representative ("OR") for the Tulalip Tribes of Washington ("Tulalip") Natural Resources Department in connection with the Battle Creek Hatchery and Lower Tulalip Creek Hatchery upgrade program (the "Program"). The Program is delivered as a single, integrated OR engagement at two sites, using a Construction Manager at Risk (CMAR) project delivery method, with both facilities under construction concurrently. Current design, permitting, funding, and schedule status for the Program is summarized in Exhibit C; this Exhibit B focuses on the OR's scope of duties.

1. Pre-Construction & Planning Phase Services

The OR's pre-construction effort focuses on Program setup, validation of existing design and cost information, and coordination of remaining design completion at both sites. The OR shall:

- **Collect and review all project documentation including design documents, cost estimates, contracts, plan reviews, design documentation, funding information etc. and provide an assessment of the project schedule, budget and design condition.**
- Act as Tulalip's Owner's Representative through all phases of the Program, from pre-construction through closeout and warranty;
- Confirm Program goals and objectives for both facilities and ensure they are reflected consistently across the Program;
- Develop and maintain a single, integrated Project Management Plan covering both facilities;
- Oversee the Construction Manager's development of the Program's integrated construction schedule (see Section 6 and Exhibit H);
- Establish project controls, reporting formats, and a reporting cadence for Natural Resources;
- Establish and maintain the Program budget, coordinating with Section 5 below.

2. Design Status & Document Management

Current design status for both facilities is summarized in Exhibit C, Section 2. The current Battle Creek design package totals approximately 212 drawings and over 1,000 pages of specifications, and the current Lower Tulalip Creek package totals approximately 162 drawings and over 600 pages of specifications (Exhibits D and E); final quantities will change as design is completed. The OR shall:

- Obtain, organize, and maintain the current drawing sets and specifications for both facilities, and control the issuance of updated sets as design is completed;
- Coordinate with the engineer of record (McMillen; design contracts provided as Exhibit G) on design completion, plan review comments, pending design changes, submittal review, RFIs, and construction administration;
- Track the Tribal plan review of the Battle Creek design and the pending design changes at Lower Tulalip Creek through resolution of comments and issuance of construction documents, and report the schedule and cost impacts of those changes to Natural Resources;
- Review the existing design for constructability, cost-effectiveness, and consistency with current field conditions, and identify any addenda or re-design needed before or during CMAR preconstruction;
- Support CMAR preconstruction design review and constructability input as part of Guaranteed Maximum Price (GMP) development.

3. Permitting & Regulatory Coordination

Current permit status for both facilities is summarized in Exhibit C, Section 4. The OR shall:

- Confirm the current status and validity of all identified permits prior to construction mobilization at each site, including tracking the construction-commencement window on the 401 Water Quality Certifications and securing any required re-verification;
- Track Tribal plan review and secure issuance of the Tribal Building and Grading Permits at each facility, including resubmittal following the pending Lower Tulalip Creek design changes;

- Maintain the ongoing permit coordination relationship with Tulalip’s Environmental Department and Cultural Resources Department, including confirming the CMAR contractor’s execution of Tulalip’s Inadvertent Discovery Plan at both sites (an obligation of the CMAR contractor, not the OR);
- Track and enforce any permit-driven in-water work windows (generally July–September) in sequencing construction across both facilities.

4. Procurement & CMAR Contractor / Consultant Selection

The Program is to be delivered under a Construction Manager at Risk (CMAR) delivery method, as a single procurement covering both facilities. The CMAR contractor will be engaged under Tulalip’s standard CMAR contract form (base agreement and Supplementary Conditions). The OR shall:

- Review current design contracts and amendments for the engineer’s contract and provide a recommendation on proposed cost and scope, noting any scope that appears redundant to services provided by the OR;
- Tulalip is issuing an RFQ/P for the CMAR. The OW will support the final selection of the CMAR acting as Tulalip’s representative in CMAR contracting process and/or in administering the CMAR relationship, including contract negotiations, and confirm the CMAR contractor’s compliance with the Tulalip CMAR contract form and Supplementary Conditions, including execution of Contract Documents that are the CMAR contractor’s obligation (such as the Inadvertent Discovery Plan) rather than the OR’s;
- Manage development of the Guaranteed Maximum Price (GMP) for the Program, including CMAR preconstruction services, open-book estimating, and trade subcontractor buyout;
- Ensure solicitation, evaluation, and buyout of trade subcontractor and vendor bid packages, in coordination with the CMAR contractor and Tulalip’s TERO office;
- Manage the selection, procurement, and contracting of any additional consultants (e.g., testing/inspection, geotechnical observation, commissioning, systems furniture, surveying, etc.) needed to complete the Program’s soft-cost scope.

5. Cost & Budget Management

Current Program funding status is summarized in Exhibit C, Section 6, and a detailed cost and funding summary is provided as Exhibit F, Initial Budget Report. The OR shall:

- Establish and maintain an integrated Program budget across both facilities, incorporating each facility’s OPCC and updating escalation to the current construction schedule;
- Identify, price, and help Tulalip finalize the Program’s remaining soft-cost service items — which may include items such as geotechnical observation, special inspections, testing services, commissioning, builder’s risk insurance, FF&E, and process equipment procurement — and confirm budget coverage for each;
- Monitor construction costs against the GMP and manage Program- and facility-level contingencies;
- Review and make recommendations to Tulalip on contractor change order requests and progress billings;
- Coordinate the OR’s cost reporting with Tulalip’s grant administration function to support federal and state grant drawdown and reporting requirements, including tracking any grant-specific conditions (funding-use restrictions, reporting schedules, documentation requirements) that affect procurement or construction sequencing.

6. Schedule Management

A graphic summary of the Program’s milestone-level schedule basis is provided as Exhibit H, Program Milestone Schedule; the CMAR will be responsible for developing the Program’s integrated construction schedule, and the OR will review and monitor that schedule. The OR shall:

- Review the CMAR’s Program-wide construction schedule and require routine updates;
- Include schedule progress and risk analysis in its monthly project reports;
- Monitor progress against the schedule and take corrective action to protect milestones and completion dates at both facilities.

7. Construction Phase Administration

Construction has not yet begun at either facility. Because both facilities are to be under construction concurrently, the OR shall:

- Act as Tulalip's liaison between the CMAR contractor, design consultants, and Tulalip's Natural Resources team at both facilities simultaneously;
- Maintain a staffing plan adequate to provide concurrent, active oversight at both Battle Creek and Lower Tulalip Creek (see the Bidder Qualifications section and the Staffing Plan evaluation criterion of the RFP);
- Organize and document project meetings at both sites;
- Review and recommend action on contractor change order requests, monitor schedule/cost/quality compliance, and review progress billings at both facilities;
- Coordinate any separately budgeted engineering-support-during-construction services so that OR oversight complements rather than duplicates that function;
- Coordinate hatchery plant operations continuity during construction with Natural Resources staff at both facilities.

8. TERO & Tribal Compliance

The CMAR contractor and its trade subcontractors are subject to the Tulalip Tribal Employment Rights Ordinance, TTC 9.05, including TERO compliance plans, Native preference hiring, and Native American Owned Business preference in subcontracting. The OR's own professional services are subject to TERO as a preference in its selection (see the RFP's TERO / Indian Preference Requirements section); the workforce requirements that TERO applies to construction contractors do not apply to the OR as a professional services firm. The OR shall:

- Coordinate with Tulalip's TERO office on the tribal-hiring plan and TERO compliance plans for construction, and confirm the CMAR contractor's and each trade subcontractor's compliance-plan submission;
- Monitor tribal-hiring compliance by the CMAR contractor and trade subcontractors throughout procurement and construction at both facilities;
- Support TERO's review of contractor and subcontractor Indian Preference and TERO Certification documentation (see also the RFP's TERO / Indian Preference Requirements section).

9. Multi-Facility Program Coordination

Battle Creek Hatchery and Lower Tulalip Creek Hatchery are delivered as a single OR engagement under this Scope of Services, with both facilities under construction concurrently rather than sequentially. The OR shall:

- Structure its team and staffing plan to provide dedicated, concurrent oversight capacity at both facilities for the duration of construction;
- Maintain the single, integrated Program budget and schedule described above across both facilities;
- Manage physical interdependencies between the two sites (e.g., shared systems or sequencing constraints) as part of Program-level sequencing;
- Provide Tulalip with consolidated, Program-level reporting in addition to facility-level detail.

10. Closeout & Warranty Phase

The OR shall manage the closeout process at both facilities for timely and acceptable completion of punch lists, as-built drawings, operations and maintenance manuals, facility asset data collection from the Construction Manager, (CMAR will provide detailed asset management data for entry into the Tulalip Asset Management System), occupancy permits, and final payment release; maintain complete correspondence and documentation files for the Program; and facilitate timely response to issues throughout the twelve (12) month warranty phase at each facility, consistent with the closeout and warranty structure used on Tulalip's other Owner's Representative engagements.