

AIA® Document C103® – 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the 4th day of September in the year 2026.
(In words, indicate day, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

The Tulalip Tribes of Washington
6404 Marine Drive Tulalip, WA 98271

and the Consultant:
(Name, legal status, address, and other information)

McMillen, Inc.
11332 NE 122nd Way, Suite 210
Kirkland, WA 98034
206-219-4832

Consultant's discipline:

Project management, engineering support, design.

for the following Project:
(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

Battle Creek Hatchery Bid and Construction Support

Battle Creek Hatchery

Consultant will provide project management over the construction of a salmon hatchery to be located on the bank of Battle Creek, at the mouth of the Tulalip Bay. Consultant's responsibilities will include bid support, engineering support during construction, onsite construction observation and commissioning and Battle Creek Hatchery Project completion support. Consultant will perform required general project management tasks such as meeting coordination, meeting minutes, quality control, and reporting. Consultant will assist owner with the construction requests for proposals/bids process. Consultant will design a stoplog removal platform at Battle Creek Dam. Consultant will assist Owner during the construction phase of the salmon hatchery and provide on site construction observation. Consultant will assist owner in commissioning the hatchery facilities once operational.

The Owner and Consultant agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in **Exhibit A** attached hereto: *(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)*

Consultant's services are expected to begin on 09/15/2026 and the construction project that Consultant supports will proceed under the contract for those services until project is completed.

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

.1 Design phase milestones, if any:

Start: 09/15/2026
End: 10/24/2026

.2 Date for commencement of construction:

Estimated start: 12/31/2026
Estimated end: 07/01/2030

.3 Substantial Completion date:

Currently unknown.

.4 Other milestone dates:

Project management is estimated to begin on 09/15/2026 and end on 09/10/2030.

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the Consultant's services, schedule for the Consultant's services, and the Consultant's compensation.

§ 1.5 Additional Insured Parties. The term "Additional Insured Parties" as used herein shall refer to the Owner, the Owner's Representative, and to those entities set forth in **Exhibit C**, together with their owners, members, managers, or general or limited partners, joint venture partners, lenders, directors, officers, or successors. Consultant acknowledges and agrees that, notwithstanding the rights and benefits of the Additional Insured Parties arising under this Agreement, Consultant is not contracting with such Additional Insured Parties other than the Owner (or its assigns as provided herein) and that Consultant shall have no contractual cause of action against such Additional Insured Parties arising from this Agreement, except as may otherwise be expressly agreed, in writing, between the Consultant and such Owner Related Party.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the services as set forth in **Exhibit A** ("Scope of Services"), which includes Consultant's Scope of Work and Proposal, excluding any terms and conditions set forth or referenced therein.

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project (the "Consultant's Representative"). The Consultant shall change the representative any time the Owner reasonably objects to the existing representative but shall otherwise not change the representative without prior written approval of the Owner.

(List name, address, and other information.)

Dave Whitbeck
11332 NE 122nd Way, Suite 120
Kirkland, WA 98034
(206) 219-4832
(425) 570-4230
dwhitbeck@mcmillen.com

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those of the Owner's other consultants, including the Architect, and the Owner's contractors. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner's other consultants and contractors. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 Insurance. The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost.

§ 2.7.1 Commercial General Liability insurance with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, personal injury, and property damage.

§ 2.7.2 Automobile Liability insurance (owned, non-owned, and hired vehicles) with policy limits of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.

§ 2.7.3 An umbrella or excess policy may be used to satisfy the limits required above, provided that it follows the form of the underlying policies and provides the same coverage.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability insurance with policy limits of not less than

One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee for disease, and One Million Dollars (\$1,000,000) policy limit for disease. If the Project is located in the State of Washington, Consultant shall also maintain Washington Stop-Gap Employers' Liability coverage.

§ 2.7.5 Professional Liability (Errors and Omissions) insurance with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate; provided, however, that if Consultant's scope of services includes Structural Engineering, Civil Engineering, or MEP/FP design, such limits shall be not less than Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate. Professional Liability coverage shall remain in place for a minimum of six (6) years after issuance of a final certificate of occupancy for the entire Project.

§ 2.7.6 The Owner and Additional Insured Parties shall be named as additional insureds on the Commercial General Liability and Automobile Liability policies. Such coverage shall be primary and non-contributory and shall apply to both ongoing and completed operations. The policies shall provide for thirty (30) days' advance written notice to the Owner of cancellation or material modification.

§ 2.7.7 Prior to commencing services and upon renewal of policies, the Consultant shall provide the Owner with certificates of insurance evidencing the coverages required hereunder.

§ 2.7.8 To the fullest extent allowed by law, the Consultant and its insurers waive all rights of subrogation against the Owner and Additional Insured Parties. The Consultant shall cause its insurers to issue appropriate endorsements reflecting such waiver.

§ 2.8 The Consultant shall provide a schedule for the performance of the Consultant's services which shall be adjusted as required as the Project proceeds and shall include allowances for time required for the Owner's review of submissions. Time limits established by the schedule shall not be exceeded by the Consultant or Owner without mutual written agreement.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization of the Owner. If the Consultant believes Additional Services are required, the Consultant shall provide prior written notice and an estimate of cost to the Owner. No Additional Services shall be performed until the Owner has provided written authorization.

§ 3.3 Notwithstanding anything to the contrary in this Agreement, no additional compensation shall be payable by the Owner for Change in Services which are caused by or result from the Consultant's negligence or fault or its breach of any provision of this Agreement. The Consultant shall only be entitled to compensation for Additional Services if such Additional Service was authorized in advance and in writing by the Owner.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a program which shall, to the extent possible, set

forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

§ 4.2.1 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner's authorized representative for this Agreement shall be:

Mike Crewson
6404 Marine Drive
Tulalip, WA 98258
(425) 754-0955

§ 4.2.2 The Owner may designate an Owner's Representative (which may be a separate entity from the Owner's authorized representative identified in Section 4.2.1) to act on the Owner's behalf with respect to the monitoring and administration of this Agreement. The designation of an Owner's Representative shall not relieve the Owner of its obligations under this Agreement. Notwithstanding anything to the contrary, the Owner's Representative's review, monitoring, inspection, or approval of the Consultant's work product or services shall not relieve, diminish, or otherwise limit the Consultant's responsibilities or liability under this Agreement.

§ 4.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations, and utility locations for the site of the Project, and a written legal description of the site.

§ 4.4 Owner previously furnished services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions.

§ 4.5 The Owner shall coordinate the services of its own consultants with those services provided by the Consultant. Upon the Consultant's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's other consultants.

§ 4.6 The Owner shall furnish tests, inspections, and reports required by law or the contract documents.

§ 4.7 Notwithstanding anything to the contrary contained in this Agreement, the Owner's review and approval of any and all documents or other matters required herein shall be for the purpose of providing the Consultant with information as to the Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documentation or other matters, and in no way should any such review and approval alter the Consultant's responsibilities hereunder with respect to such documents or other matters.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 The Consultant and the Consultant's subconsultants, as appropriate, shall be deemed the authors of their respective Instruments of Service, including Drawings and Specifications, and shall retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights, except as otherwise transferred or licensed herein.

§ 5.2 The Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors of their respective Instruments of Service, but shall transfer and assign any and all common law, statutory, and other reserved rights, including copyrights, to the Owner, except as set forth in this Article 5.

§ 5.4 Upon execution of this Agreement and except for the Pre-Existing Work Product identified in Section 5.4.1 below, the Consultant agrees that ownership of the copyright in the Instruments of Service produced specifically for this Project, including the overall design of the Project, shall transfer to the Owner. Consultant, on behalf of itself and its consultants, transfers and hereby grants to the Owner any intellectual and ownership rights to the Consultant's Instruments of Service (except for Pre-Existing Work Product). For certainty, the Owner shall be deemed to have and shall forever continue to have the right and authority to use, reproduce, modify, distribute, transfer, and otherwise fully exploit the Instruments of Service at its discretion and without notice to or consent of

the Consultant. The Consultant shall obtain similar transfers of ownership from its subconsultants consistent with this Agreement. The ownership granted under this Article 5 permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service for the purposes of designing, constructing, using, maintaining, altering, and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the ownership granted in this Section 5.4 shall not terminate.

§ 5.4.1 Pre-Existing Work Product. To the extent that the Consultant incorporates into the Instruments of Service any pre-existing intellectual property of the Consultant or its subconsultants ("Pre-Existing Work Product"), the Consultant hereby grants to the Owner a worldwide, perpetual, royalty-free, fully transferable and sublicensable, irrevocable, fully paid license to use, reproduce, modify, distribute, and otherwise exploit such Pre-Existing Work Product in connection with the Project or any future projects of the Owner.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not be liable for any unauthorized use of the Instruments of Service by third parties, and the Consultant shall not be responsible for changes made to the Instruments of Service by anyone other than the Consultant or its subconsultants, unless such changes are authorized in writing by the Consultant.

§ 5.6 Delivery Format. Upon request by the Owner, the Consultant shall deliver the Instruments of Service in hard copy, PDF, AutoCAD, and REVIT formats.

§ 5.7 Intellectual Property Indemnity. The Consultant shall indemnify, defend, and hold harmless the Owner and Additional Insured Parties from and against any and all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to any claim that the Instruments of Service or any part thereof infringe or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property right of any third party.

§ 5.8 The Consultant, when requested by the Owner, shall take necessary action and execute and deliver, and shall require its consultants to take necessary action and execute and deliver, to the Owner any documents, consents, or assignments to effectuate the transfer of ownership and the licenses granted in this Article 5 or to protect and evidence the Owner's ownership interest therein.

§ 5.9 Survival. The provisions of this Article 5 shall survive the termination of this Agreement.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of this Article 6 and within the period specified by applicable law, except that for indemnity causes of action, in addition to the period specified by applicable law the Owner shall have at least until one year after (a) judgment is entered related to the indemnified claim or (b) after payment is made by the Owner for which it seeks indemnification.

§ 6.1.2 To the extent damages are covered by property insurance, the Consultant waives all rights against the Owner and against the Contractor, Owner's consultants, agents, and employees of the other for damages, except such rights as it may have to the proceeds of such insurance. The Consultant shall require of its subconsultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 Indemnification.

§ 6.1.3.1 Professional Liability Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the Owner, Additional Insured Parties, and their respective officers, directors, members, managers, employees, agents, and representatives (collectively, the "Indemnified Parties") from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the negligent or intentional acts, errors, or omissions of the Consultant, its subconsultants, or anyone for whose acts any of them may be liable, in the performance of professional services under this Agreement.

§ 6.1.3.2 Non-Professional Liability Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the Indemnified Parties from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from (a) a breach of

this Agreement by the Consultant; (b) the negligent or grossly negligent acts or omissions of the Consultant, its subconsultants, agents, or employees in the performance of non-professional services or obligations under this Agreement; (c) any determination by any governmental authority that any person performing services on behalf of Consultant is not an independent contractor; or (d) any claims by the Consultant's employees, subconsultants, or their employees arising out of or relating to their employment, engagement, or performance of services in connection with this Agreement.

§ 6.1.3.3 Limitation on Indemnity. The indemnification obligations in Sections 6.1.3.1 and 6.1.3.2 shall be limited, to the extent required by applicable law, to claims caused in whole or proportionate part by the negligent acts, errors, or omissions of the Consultant; *provided, however*, that such proportionate limitation shall not apply to claims arising from: (a) death or bodily injury to persons; (b) damage to or destruction of tangible property; (c) design defects attributable solely to the Consultant; or (d) willful misconduct or fraud by the Consultant.

§ 6.1.3.4 The Consultant's indemnification obligations under this Article 6 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under workers' compensation acts, disability benefit acts, or other employee benefit acts. The Consultant shall require its subconsultants to provide similar indemnification in favor of the Indemnified Parties.

§ 6.1.3.5 Survival. The indemnification and defense provisions of this Agreement shall survive any termination of this Agreement.

§ 6.2 Mediation

§ 6.2.1 As a condition precedent to the Consultant initiating binding dispute resolution against the Owner, the Consultant shall first submit any Claim arising out of or related to this Agreement to mediation. The foregoing mediation requirement shall not apply as a condition precedent to the Owner's initiation of binding dispute resolution.

§ 6.2.2 Any mediation shall be administered by JAMS or the American Arbitration Association, at the sole and absolute discretion of the Owner.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

§ 6.2.4 Binding Dispute Resolution. Any Claim arising out of or related to this Agreement that is not resolved through mediation shall be resolved by litigation in Tulalip Tribal Court.

§ 6.3 Consolidation and Joinder. The Consultant agrees and consents to be included by joinder into any arbitration or legal proceeding in which Owner is involved and where there is a dispute regarding, related to, or arising out of Consultant's services or this Agreement. The Consultant consents to jurisdiction of such arbitration or legal proceedings for both subject matter and personal jurisdiction.

§ 6.4 The provisions of this Article 6 shall survive the termination of this Agreement.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for the Consultant to suspend performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Consultant all sums due prior to suspension. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted to the extent impacted.

§ 7.2 If the Owner suspends the Project, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted to the extent impacted.

§ 7.3 If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination and Reimbursable Expenses then due. In no event shall the Consultant be entitled to lost profits, lost overhead, unabsorbed overhead, or consequential damages of any kind arising out of or relating to a termination under this Article 7.

§ 7.7 Force Majeure. A party shall not be considered in default if its failure to perform is due to an event of force majeure as to which it has reasonably notified the other party and taken all reasonable steps to mitigate. Force majeure in this Agreement shall include, but is not limited to, fire, flood, landslide, earthquake, other act of God, quarantine, epidemic, pandemic, cyber attack; failures or disruptions of cloud computing services, software-as-a-service platforms, third-party hosted infrastructure, data storage services, or other technology services provided by third parties; internet service provider outages or telecommunications failures; malicious mischief, strike, lockout, or failure or act of any governmental agency, or by any other cause beyond the reasonable control of the affected party. Consultant shall provide written notice to the Owner of any force majeure event within five (5) business days and identify the length of any impact on its Services.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:
(Insert amount of, or basis for, compensation)

- [] **Stipulated Sum.** For the Consultant's services as described under this Agreement, the Owner shall compensate the Consultant and the amounts set forth in **Exhibit E**.
- [X] **Hourly to a Not-to-Exceed Amount.** For the Consultant's services as described under this Agreement, the Owner shall compensate the Consultant on an hourly basis in accordance with the hourly billing rates set forth in **Exhibit A Appendix A**, subject to a not-to-exceed amount per phase or deliverable as set forth in **Exhibit A, Table 2**.

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows: agreed-upon stipulated sum amounts or hourly to a not-to-exceed amount at the rates set forth in **Exhibit A Appendix A**.

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth in **Exhibit A Appendix A**. The rates shall remain for the duration of this Agreement.

§ 8.4 Payments. Progress payments for the Consultant's services shall be made monthly and shall be due and payable within forty-five (45) days of the Owner's receipt of an invoice. Amounts unpaid beyond forty-five (45) days from the date of the Owner's receipt of a proper invoice shall bear interest from the date payment is due at six percent (6%) per annum.

§ 8.5 Invoices. The Consultant shall submit monthly invoices to the Owner, segregated by phase and deliverable. Each invoice shall include a detailed breakdown of hours by individual, task descriptions, the applicable hourly rate, and any reimbursable expenses. Each invoice shall be accompanied by conditional and unconditional lien releases from the Consultant and its subconsultants, as applicable, in the form attached hereto as **Exhibit B**.

§ 8.6 Reimbursable Expenses. Reimbursable Expenses are those identified in Exhibit A and include expenses incurred by the Consultant and the Consultant's subconsultants directly related to the Project.

§ 8.7 If the Consultant fails to submit an invoice for services rendered or expenses incurred within one (1) month following the month in which such services were performed or expenses incurred, the Consultant waives any right to compensation for such services or reimbursement for such expenses, unless the Consultant demonstrates good cause for such delay.

§ 8.8 Mechanic's Lien Indemnity. The Consultant understands that a lien cannot be recorded against the Project. As such, the Consultant shall indemnify, defend, and hold harmless the Owner and Additional Insured Parties from and against any mechanics' liens, materialmen's liens, stop payment notices, or similar claims or encumbrances filed by the Consultant, its subconsultants, suppliers, or any person or entity claiming through any of them, arising out of or relating to the Consultant's services under this Agreement. The Consultant shall promptly cause any such lien or claim or attempted lien or claim to be released, discharged, or bonded off at the Consultant's sole cost and expense.

§ 8.9 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 Governing Law. This Agreement shall be governed by the law of the Tulalip Tribes and any applicable federal laws and regulations. The Owner does not hereby consent to jurisdiction under any tribal, state, or federal law that would not otherwise apply to the Owner as a Tulalip Tribes governmental entity or activity occurring within Indian Country.

§ 9.2 Assignment. The Consultant shall not assign this Agreement without the prior written consent of the Owner. The Owner may assign this Agreement, without the consent of the Consultant, to any affiliate of the Owner, to any joint venture in which the Owner or its affiliate is a venturer, to any lender providing financing for the Project, or to any entity in which the Owner is a member or shareholder. The Consultant agrees to execute any consents or other documents reasonably requested by the Owner to effectuate any such assignment.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement.

§ 9.4 Hazardous Materials. Unless otherwise required by the Scope of Services, the Consultant shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Consultant shall specify no products or materials containing asbestos, lead paint, or other hazardous or toxic substances.

§ 9.5 Confidentiality. During the course of this Agreement the Owner may communicate Confidential Information to the Consultant, or the Consultant may have physical or electronic access to Confidential Information. "Confidential Information" means any and all information, unless specifically identified by the Owner as non-confidential, regardless of how communicated or stored, concerning the Owner, its members, its affiliates, or the Project. Confidential Information shall not include that information that: (a) is required to submit documents to the Authority(ies) Having Jurisdiction; (b) has been made public voluntarily by the Owner or the party to whom such information belongs; (c) Consultant has received or later receives, separately from a source not under an obligation of confidentiality; or (d) has otherwise become publicly available through no fault of the Consultant or those for whom it is responsible. The Consultant shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 9.5.1. This Section 9.5 shall survive the termination of this Agreement.

§ 9.5.1 Notwithstanding Section 9.5, the Consultant may disclose Confidential Information if required by law, court order, subpoena, or governmental regulation, provided that the Consultant provides the Owner with not less than seven (7) days' advance written notice of such required disclosure (or such shorter period as may be required by law) and cooperates with the Owner in any effort to obtain a protective order or other appropriate remedy. The Consultant may disclose Confidential Information to its employees, subconsultants, and contractors who have a need to know such information solely for performance of services on the Project, provided that such persons are bound by confidentiality obligations no less restrictive than those set forth herein.

§ 9.6 Severability. The invalidity of any provision of this Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 9.7 Insurance Savings Clause. Notwithstanding any other provision herein, nothing in this Agreement shall be construed so as to void, vitiate, or adversely affect any insurance coverages held by either party to this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

§ 10.1 Tulalip Tribes Business License. Consultant shall obtain a Tulalip Tribes Business License prior to commencing services under this Agreement.

§ 10.2 Tribal Employment Preferences. Consultant acknowledges that the Tulalip Tribes may have employment preference requirements. To the extent applicable, Consultant shall make good faith efforts to employ qualified members of the Tulalip Tribes and other Native Americans in connection with the performance of services under this Agreement.

§ 10.3 Site Access. The Consultant shall comply with Owner site access requirements and protocols governing access to the Project or entry to other Owner buildings during the performance of the Services under this Agreement.

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Consultant. In the event of a conflict between the body of this Agreement and the Exhibits attached hereto, the terms of this Agreement shall take precedence.

§ 11.2 This Agreement is comprised of the following documents:

.1 AIA Document C103™–2015, Standard Form of Agreement Between Owner and Consultant

.2 Exhibits:

Exhibit A – Scope of Services: Consultant's Scope of Work / Proposal (specifically excluding terms and conditions set forth or referenced therein)

Exhibit B – Lien Release Form

Exhibit C – Certificates of Insurance

This Agreement entered into as of the day and year executed by the Tribe as set forth below.

OWNER *(Signature)*

BY: _____

(Printed name and title)

CONSULTANT *(Signature)*

BY: _____

(Printed name and title)

Additions and Deletions Report for AIA® Document C103® – 2015

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1:

AGREEMENT made as of the 4th day of September in the year 2026.

(In words, indicate day, ~~month~~ and year.)

The Tulalip Tribes of Washington

6404 Marine Drive Tulalip, WA 98271

McMillen, Inc.

11332 NE 122nd Way, Suite 210
Kirkland, WA 98034

206-219-4832

Project management, engineering support, design.

Battle Creek Hatchery Bid and Construction Support

Battle Creek Hatchery

Consultant will provide project management over the construction of a salmon hatchery to be located on the bank of Battle Creek, at the mouth of the Tulalip Bay. Consultant's responsibilities will include bid support, engineering support during construction, onsite construction observation and commissioning and Battle Creek Hatchery Project completion support. Consultant will perform required general project management

tasks such as meeting coordination, meeting minutes, quality control, and reporting. Consultant will assist owner with the construction requests for proposals/bids process. Consultant will design a stoplog removal platform at Battle Creek Dam. Consultant will assist Owner during the construction phase of the salmon hatchery and provide on site construction observation. Consultant will assist owner in commissioning the hatchery facilities once operational.

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Project management is estimated to begin on 09/15/2026 and end on 09/10/2030.

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the

schedule, Consultant's services, schedule for the Consultant's services, and the Consultant's compensation.

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in Exhibit A attached hereto:

Consultant's services are expected to begin on 09/15/2026 and the construction project that Consultant supports will proceed under the contract for those services until project is completed.

Start: 09/15/2026

End: 10/24/2026

Estimated start: 12/31/2026

Estimated end: 07/01/2030

Currently unknown.

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§ 1.5 Additional Insured Parties. The term "Additional Insured Parties" as used herein shall refer to the Owner, the Owner's Representative, and to those entities set forth in Exhibit C, together with their owners, members, managers, or general or limited partners, joint venture partners, lenders, directors, officers, or successors. Consultant acknowledges and agrees that, notwithstanding the rights and benefits of the Additional Insured Parties arising under this Agreement, Consultant is not contracting with such Additional Insured Parties other than the Owner (or its assigns as provided herein) and that Consultant shall have no contractual cause of action against such Additional Insured Parties arising from this Agreement, except as may otherwise be expressly agreed, in writing, between the Consultant and such Owner Related Party.

§ 2.1 The Consultant shall provide the following professional services:

(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

as set forth in Exhibit A ("Scope of Services"), which includes Consultant's Scope of Work and Proposal, excluding any terms and conditions set forth or referenced therein.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project (the "Consultant's Representative"). The Consultant shall change the representative any time the Owner reasonably objects to the existing representative but shall otherwise not change the representative without prior written approval of the Owner.

Dave Whitbeck

11332 NE 122nd Way, Suite 120
Kirkland, WA 98034

(206) 219-4832

(425) 570-4230

dwhitbeck@mcmillen.com

§ 2.5 The Consultant shall coordinate its services with those ~~services provided by the Owner and the Owner's of the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications, including the Architect, and the Owner's contractors. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's~~ Owner's other consultants and contractors. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any

error, omission, or inconsistency in such services or information.

§ 2.7 Insurance. The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

§ 2.7.1 Commercial General Liability insurance with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, personal injury, and property damage.

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§ 2.7.2 Automobile Liability covering vehicles insurance (owned by the Consultant and, non-owned vehicles used by the Consultant, and hired vehicles) with policy limits of not less than ~~(\$)~~ per claim and ~~(\$)~~ in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2. An umbrella or excess policy may be used to satisfy the limits required above, provided that it follows the form of the underlying policies and provides the same coverage.

§ 2.7.4 ~~Workers'~~ Workers' Compensation at statutory limits and ~~Employers'~~ Employers' Liability insurance with a policy limit ~~limits~~ of not less than ~~(\$)~~.

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$)~~ per claim and ~~(\$)~~ in the aggregate.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.

(Check one or both selections below.)

☐ Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

☐ Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s)

Time Limits

(Describe the deliverable(s))

(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)

One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee for disease, and One Million Dollars (\$1,000,000) policy limit for disease. If the Project is located in the State of Washington, Consultant shall also maintain Washington Stop-Gap Employers' Liability coverage.

§ 2.7.5 Professional Liability (Errors and Omissions) insurance with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate; provided, however, that if Consultant's scope of services includes Structural Engineering, Civil Engineering, or MEP/FP design, such limits shall be not less than Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate. Professional Liability coverage shall remain in place for a minimum of six (6) years after issuance of a final certificate of occupancy for the entire Project.

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§ 2.7.6 The Owner and Additional Insured Parties shall be named as additional insureds on the Commercial General Liability and Automobile Liability policies. Such coverage shall be primary and non-contributory and shall apply to both ongoing and completed operations. The policies shall provide for thirty (30) days' advance written notice to the Owner of cancellation or material modification.

§ 2.7.7 Prior to commencing services and upon renewal of policies, the Consultant shall provide the Owner with certificates of insurance evidencing the coverages required hereunder.

§ 2.7.8 To the fullest extent allowed by law, the Consultant and its insurers waive all rights of subrogation against the Owner and Additional Insured Parties. The Consultant shall cause its insurers to issue appropriate endorsements reflecting such waiver.

§ 2.8 The Consultant shall provide a schedule for the performance of the Consultant's services which shall be adjusted as required as the Project proceeds and shall include allowances for time required for the Owner's review of submissions. Time limits established by the schedule shall not be exceeded by the Consultant or Owner without mutual written agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2 shall not perform, nor be compensated for, Additional Services without prior written authorization of the Owner. If the Consultant believes Additional Services are required, the Consultant shall provide prior written notice and an estimate of cost to the Owner. No Additional Services shall be performed until the Owner has provided written authorization.

§ 3.3 Notwithstanding anything to the contrary in this Agreement, no additional compensation shall be payable by the Owner for Change in Services which are caused by or result from the Consultant's negligence or fault or its breach of any provision of this Agreement. The Consultant shall only be entitled to compensation for Additional Services if such Additional Service was authorized in advance and in writing by the Owner.

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights, including a program which shall, to the extent possible, set forth the Owner's

objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

§ 4.2.1 The Owner identifies the following shall identify a representative who is authorized to act on the Owner's behalf with respect to the Project. The Owner's authorized representative for this Agreement shall be:

(List name, address, and other information.)

§ 4.3

Mike Crewson

6404 Marine Drive
Tulalip, WA 98258

(425) 754-0955

§ 4.2.2 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

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§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

ARTICLE 5— COPYRIGHTS AND LICENSES may designate an Owner's Representative (which may be a separate entity from the Owner's authorized representative identified in Section 4.2.1) to act on the Owner's behalf with respect to the monitoring and administration of this Agreement. The designation of an Owner's Representative shall not relieve the Owner of its obligations under this Agreement. Notwithstanding anything to the contrary, the Owner's Representative's review, monitoring, inspection, or approval of the Consultant's work product or services shall not relieve, diminish, or otherwise limit the Consultant's responsibilities or liability under this Agreement.

§ 4.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations, and utility locations for the site of the Project, and a written legal description of the site.

§ 4.4 Owner previously furnished services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions.

§ 4.5 The Owner shall coordinate the services of its own consultants with those services provided by the Consultant. Upon the Consultant's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's other consultants.

§ 4.6 The Owner shall furnish tests, inspections, and reports required by law or the contract documents.

§ 5.4.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form. Notwithstanding anything to the contrary contained in this Agreement, the Owner's review and approval of any and all documents or other matters required herein shall be for the purpose of providing the Consultant with information as to the Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documentation or other matters, and in no way should any such review and approval alter the Consultant's responsibilities hereunder with respect to such documents or other matters.

§ 5.2 ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 The Consultant and the Owner warrant that in transmitting Consultant's subconsultants, as appropriate, shall be deemed the authors of their respective Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any, including Drawings and Specifications, and shall retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights, except as otherwise transferred or licensed herein.

§ 5.2 The Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due.

§ 5.3 The Consultant and the Consultant's Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service, and but shall retain transfer and assign any and all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

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§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the method of binding dispute resolution selected in this Agreement this Article 6 and within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1 except that for indemnity causes of action, in addition to the period specified by applicable law the Owner shall have at least until one year after (a) judgment is entered related to the indemnified claim or (b) after payment is made by the Owner for which it seeks indemnification.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted

by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

, to the Owner, except as set forth in this Article 5.

§ 5.4 Upon execution of this Agreement and except for the Pre-Existing Work Product identified in Section 5.4.1 below, the Consultant agrees that ownership of the copyright in the Instruments of Service produced specifically for this Project, including the overall design of the Project, shall transfer to the Owner. Consultant, on behalf of itself and its consultants, transfers and hereby grants to the Owner any intellectual and ownership rights to the Consultant's Instruments of Service (except for Pre-Existing Work Product). For certainty, the Owner shall be deemed to have and shall forever continue to have the right and authority to use, reproduce, modify, distribute, transfer, and otherwise fully exploit the Instruments of Service at its discretion and without notice to or consent of the Consultant. The Consultant shall obtain similar transfers of ownership from its subconsultants consistent with this Agreement. The ownership granted under this Article 5 permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service for the purposes of designing, constructing, using, maintaining, altering, and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the ownership granted in this Section 5.4 shall not terminate.

§ 5.4.1 Pre-Existing Work Product. To the extent that the Consultant incorporates into the Instruments of Service any pre-existing intellectual property of the Consultant or its subconsultants ("Pre-Existing Work Product"), the Consultant hereby grants to the Owner a worldwide, perpetual, royalty-free, fully transferable and sublicensable, irrevocable, fully paid license to use, reproduce, modify, distribute, and otherwise exploit such Pre-Existing Work Product in connection with the Project or any future projects of the Owner.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not be liable for any unauthorized use of the Instruments of Service by third parties, and the Consultant shall not be responsible for changes made to the Instruments of Service by anyone other than the Consultant or its subconsultants, unless such changes are authorized in writing by the Consultant.

§ 5.6 Delivery Format. Upon request by the Owner, the Consultant shall deliver the Instruments of Service in hard copy, PDF, AutoCAD, and REVIT formats.

§ 5.7 Intellectual Property Indemnity. The Consultant shall indemnify, defend, and hold harmless the Owner and Additional Insured Parties from and against any and all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to any claim that the Instruments of Service or any part thereof infringe or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property right of any third party.

§ 5.8 The Consultant, when requested by the Owner, shall take necessary action and execute and deliver, and shall require its consultants to take necessary action and execute and deliver, to the Owner any documents, consents, or assignments to effectuate the transfer of ownership and the licenses granted in this Article 5 or to protect and evidence the Owner's ownership interest therein.

§ 5.9 Survival. The provisions of this Article 5 shall survive the termination of this Agreement.

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§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, Any mediation shall be administered by JAMS or the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of

the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings, at the sole and absolute discretion of the Owner.

§ 6.1.2 To the extent damages are covered by property insurance, the ~~Owner and Consultant waives~~ all rights against ~~each other the Owner and against the contractors, Contractor, Owner's consultants, agents, and employees of the other for~~ damages, except such rights as ~~they~~ it may have to the proceeds of such insurance. The ~~Owner or the Consultant, as~~ appropriate, shall require of the ~~contractors, consultants~~ its subconsultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 ~~The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7~~ 6.1.3 Indemnification.

§ 6.1.3.1 Professional Liability Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the Owner, Additional Insured Parties, and their respective officers, directors, members, managers, employees, agents, and representatives (collectively, the "Indemnified Parties") from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the negligent or intentional acts, errors, or omissions of the Consultant, its subconsultants, or anyone for whose acts any of them may be liable, in the performance of professional services under this Agreement.

§ 6.1.3.2 Non-Professional Liability Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the Indemnified Parties from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from (a) a breach of this Agreement by the Consultant; (b) the negligent or grossly negligent acts or omissions of the Consultant, its subconsultants, agents, or employees in the performance of non-professional services or obligations under this Agreement; (c) any determination by any governmental authority that any person performing services on behalf of Consultant is not an independent contractor; or (d) any claims by the Consultant's employees, subconsultants, or their employees arising out of or relating to their employment, engagement, or performance of services in connection with this Agreement.

§ 6.1.3.3 Limitation on Indemnity. The indemnification obligations in Sections 6.1.3.1 and 6.1.3.2 shall be limited, to the extent required by applicable law, to claims caused in whole or proportionate part by the negligent acts, errors, or omissions of the Consultant; provided, however, that such proportionate limitation shall not apply to claims arising from: (a) death or bodily injury to persons; (b) damage to or destruction of tangible property; (c) design defects attributable solely to the Consultant; or (d) willful misconduct or fraud by the Consultant.

§ 6.1.3.4 The Consultant's indemnification obligations under this Article 6 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under workers' compensation acts, disability benefit acts, or other employee benefit acts. The Consultant shall require its subconsultants to provide similar indemnification in favor of the Indemnified Parties.

§ 6.1.3.5 Survival. The indemnification and defense provisions of this Agreement shall survive any termination of this Agreement.

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation ~~as~~ As a condition precedent to the Consultant initiating binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by ~~against the Owner, the~~ Consultant shall first submit any Claim arising out of or related to this Agreement to mediation. The foregoing mediation requirement shall not apply as a condition precedent to the Owner's initiation of binding dispute resolution.

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's ~~Consultant's~~ option, cause for ~~suspension of the Consultant to suspend~~ performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' ~~(7) days'~~ written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the ~~Consultant~~ Owner shall be paid ~~pay the Consultant~~ all sums due prior to suspension and any expenses incurred in the interruption and resumption of the ~~Consultant's services. The Consultant's.~~ The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted to the extent impacted.

§ 6.2.3 The parties shall share the mediator's ~~mediator's~~ fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. ~~Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ _____ Arbitration pursuant to Section 6.3 of this Agreement

☐ _____ Litigation in a court of competent jurisdiction

☐ _____ Other: (Specify)

§ 6.3 Arbitration

§ 6.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question, ~~Binding Dispute Resolution. Any Claim~~ arising out of or related to this Agreement, subject to, but that is not resolved by, ~~through~~ mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration ~~resolved by litigation in Tulalip Tribal Court.~~

§ 6.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

§ 6.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 Consolidation or Joinder

§ 6.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other

arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 6.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

Consolidation and Joinder. The Consultant agrees and consents to be included by joinder into any arbitration or legal proceeding in which Owner is involved and where there is a dispute regarding, related to, or arising out of Consultant's services or this Agreement. The Consultant consents to jurisdiction of such arbitration or legal proceedings for both subject matter and personal jurisdiction.

§ 6.4 The provisions of this Article 6 shall survive the termination of this Agreement.

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§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted to the extent impacted.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than ninety (90) cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' (7) days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven days' (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days' (7) days' written notice to the Consultant for the Owner's Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with and Reimbursable Expenses then due, and all Termination Expenses as defined in Section 7. In no event shall the Consultant be entitled to lost profits, lost overhead, unabsorbed overhead, or consequential damages of any kind arising out of or relating to a termination under this Article 7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

Force Majeure. A party shall not be considered in default if its failure to perform is due to an event of force majeure as to which it has reasonably notified the other party and taken all reasonable steps to mitigate. Force majeure in this Agreement shall include, but is not limited to, fire, flood, landslide, earthquake, other act of God, quarantine, epidemic, pandemic, cyber attack; failures or disruptions of cloud computing services, software-as-a-service platforms, third-party hosted infrastructure,

data storage services, or other technology services provided by third parties; internet service provider outages or telecommunications failures; malicious mischief, strike, lockout, or failure or act of any governmental agency, or by any other cause beyond the reasonable control of the affected party. Consultant shall provide written notice to the Owner of any force majeure event within five (5) business days and identify the length of any impact on its Services.

[] Stipulated Sum. For the Consultant's services as described under this Agreement, the Owner shall compensate the Consultant and the amounts set forth in Exhibit E.

[X] Hourly to a Not-to-Exceed Amount. For the Consultant's services as described under this Agreement, the Owner shall compensate the Consultant on an hourly basis in accordance with the hourly billing rates set forth in Exhibit A Appendix A, subject to a not-to-exceed amount per phase or deliverable as set forth in Exhibit A, Table 2.

(Insert amount of, or basis for, compensation.)

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agreed-upon stipulated sum amounts or hourly to a not-to-exceed amount at the rates set forth in Exhibit A Appendix A.

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below in Exhibit A Appendix A. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category

Rate

§ 8.4 Unless otherwise agreed, payments for remain for the duration of this Agreement.

§ 8.4 Payments. Progress payments for the Consultant's services shall be made monthly in proportion to services performed. Payments are and shall be due and payable upon presentation of the Consultant's invoice. Amounts unpaid (—) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant.

(Insert rate of monthly or annual interest agreed upon.)

— percent (— %)

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project, as follows:

1. ———— Transportation and authorized out-of-town travel and subsistence;
2. ———— Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
3. ———— Fees paid for securing approval of authorities having jurisdiction over the Project;
4. ———— Printing, reproductions, plots, standard form documents;

~~.5 _____ Postage, handling and delivery;~~

~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~

~~.7 Consultant's subconsultants expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's subconsultants;~~

~~.8 _____ All taxes levied on professional services and on reimbursable expenses;~~

~~.9 _____ Other similar Project-related expenditures, if authorized in advance by the Owner.~~

~~§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of _____ percent (_____ %) of the expenses incurred.~~

~~§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:~~

~~§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.~~

~~§ 8.7 Compensation for Use of Consultant's Instruments of Service~~

~~If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:~~

~~within forty-five (45) days of the Owner's receipt of an invoice. Amounts unpaid beyond forty-five (45) days from the date of the Owner's receipt of a proper invoice shall bear interest from the date payment is due at six percent (6%) per annum.~~

~~§ 8.5 Invoices. The Consultant shall submit monthly invoices to the Owner, segregated by phase and deliverable. Each invoice shall include a detailed breakdown of hours by individual, task descriptions, the applicable hourly rate, and any reimbursable expenses. Each invoice shall be accompanied by conditional and unconditional lien releases from the Consultant and its subconsultants, as applicable, in the form attached hereto as Exhibit B.~~

~~§ 8.6 Reimbursable Expenses. Reimbursable Expenses are those identified in Exhibit A and include expenses incurred by the Consultant and the Consultant's subconsultants directly related to the Project.~~

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~~§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.~~

~~§ 8.7 If the Consultant fails to submit an invoice for services rendered or expenses incurred within one (1) month following the month in which such services were performed or expenses incurred, the Consultant waives any right to compensation for such services or reimbursement for such expenses, unless the Consultant demonstrates good cause for such delay.~~

~~§ 8.8 Mechanic's Lien Indemnity. The Consultant understands that a lien cannot be recorded against the Project. As such, the Consultant shall indemnify, defend, and hold harmless the Owner and Additional Insured Parties from and against any~~

mechanics' liens, materialmen's liens, stop payment notices, or similar claims or encumbrances filed by the Consultant, its subconsultants, suppliers, or any person or entity claiming through any of them, arising out of or relating to the Consultant's services under this Agreement. The Consultant shall promptly cause any such lien or claim or attempted lien or claim to be released, discharged, or bonded off at the Consultant's sole cost and expense.

§ 8.9 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 9.1 Governing Law. This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6-3 Tulalip Tribes and any applicable federal laws and regulations. The Owner does not hereby consent to jurisdiction under any tribal, state, or federal law that would not otherwise apply to the Owner as a Tulalip Tribes governmental entity or activity occurring within Indian Country.

§ 9.2 Assignment. The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement shall not assign this Agreement without the prior written consent of the Owner. The Owner may assign this Agreement, without the consent of the Consultant, to any affiliate of the Owner, to any joint venture in which the Owner or its affiliate is a venturer, to any lender providing financing for the Project, or to any entity in which the Owner is a member or shareholder. The Consultant agrees to execute any consents or other documents reasonably requested by the Owner to effectuate any such assignment.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 Hazardous Materials. Unless otherwise required by the Scope of Services, the Consultant shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Consultant shall specify no products or materials containing asbestos, lead paint, or other hazardous or toxic substances.

§ 9.4 Nothing contained in 9.5 Confidentiality. During the course of this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

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ARTICLE 10—SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

the Owner may communicate Confidential Information to the Consultant, or the Consultant may have physical or electronic access to Confidential Information. "Confidential Information" means any and all information, unless specifically identified by the Owner as non-confidential, regardless of how communicated or stored, concerning the Owner, its members, its affiliates, or the Project. Confidential Information shall not include that information that: (a) is required to submit documents to the Authority(ies) Having Jurisdiction; (b) has been made public voluntarily by the Owner or the party to whom such information belongs; (c) Consultant has received or later receives, separately from a source not under an obligation of confidentiality; or (d) has otherwise become publicly available through no fault of the Consultant or those for whom it is responsible. The Consultant shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 9.5.1. This Section 9.5 shall survive the termination of this Agreement.

§ 9.5.1 Notwithstanding Section 9.5, the Consultant may disclose Confidential Information if required by law, court order, subpoena, or governmental regulation, provided that the Consultant provides the Owner with not less than seven (7) days' advance written notice of such required disclosure (or such shorter period as may be required by law) and cooperates with the Owner in any effort to obtain a protective order or other appropriate remedy. The Consultant may disclose Confidential Information to its employees, subconsultants, and contractors who have a need to know such information solely for performance of services on the Project, provided that such persons are bound by confidentiality obligations no less restrictive than those set forth herein.

§ 9.6 Severability. The invalidity of any provision of this Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 9.7 Insurance Savings Clause. Notwithstanding any other provision herein, nothing in this Agreement shall be construed so as to void, vitiate, or adversely affect any insurance coverages held by either party to this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

§ 10.1 Tulalip Tribes Business License. Consultant shall obtain a Tulalip Tribes Business License prior to commencing services under this Agreement.

§ 10.2 Tribal Employment Preferences. Consultant acknowledges that the Tulalip Tribes may have employment preference requirements. To the extent applicable, Consultant shall make good faith efforts to employ qualified members of the Tulalip Tribes and other Native Americans in connection with the performance of services under this Agreement.

§ 10.3 Site Access. The Consultant shall comply with Owner site access requirements and protocols governing access to the Project or entry to other Owner buildings during the performance of the Services under this Agreement.

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™-2015, Standard Form Agreement between Owner and Consultant and the Exhibits attached hereto, the terms and conditions of the C103-2015, Standard Form this Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document C103™-2014 C103™-2015, Standard Form of Agreement Between Owner and Consultant:

.2 _____ AIA Document E202™-2022, BIM Exhibits:

Exhibit for Sharing Models with Project Participants, Where Model Versions May Not be Enumerated as a Contract Document, if completed, or the following: A – Scope of Services: Consultant's Scope of Work / Proposal (specifically excluding terms and conditions set forth or referenced therein)

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.3 _____ Scope of Services Exhibit(s) listed in section 2.4

.4 _____ Other documents:

(List other documents hereby incorporated into the Agreement.)

B – Lien Release Form

Exhibit C – Certificates of Insurance

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This Agreement entered into as of the day and year ~~first written above~~ executed by the Tribe as set forth below.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 21:47:59 EDT on 09/17/2026 under Order No. 20240063471 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C103™ - 2015, Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

August 3, 2026

Mike Crewson
The Tulalip Tribes of Washington
6406 Marine Drive
Tulalip, Washington 98271

Subject: Battle Creek Hatchery Bid and Construction Support

Dear Mr. Crewson,

McMillen, Inc. (McMillen) appreciates the opportunity to continue working with the Tulalip Tribes of Washington (Tribe) on the Battle Creek Hatchery (Project). Following our discussion and correspondence, we have developed the following detailed scope of work (SOW) and budget for your review.

PROJECT UNDERSTANDING

Design was recently completed for a full-scale salmon hatchery to be located on the bank of Battle Creek at the mouth of the Tulalip Bay nearby the Tribe's existing adult trap. The new hatchery will include a pumped intake in the creek, a well water storage tank equipped with degassing columns, a surface water storage tank equipped with degassing columns, filtration, UV disinfection, eight large circular rearing tanks, ten early rearing troughs, a main Incubation Building, an effluent drum filter structure, a circular clarifier tank, and other improvements. A final design was completed for the facility in January 2025. In April 2026, design revisions were completed to add early rearing troughs (ERTs) and a fish release vault. Since then, McMillen has been providing ongoing permitting support for the project. Presently, the Tribe has also requested McMillen add the design of a stoplog removal platform at Battle Creek Dam.

PROJECT GENERAL ASSUMPTIONS

Based on the information provided by the Tribe and our Project Understanding as identified above, the following assumptions have been made in the development of this SOW. These

assumptions impact the overall Project and budget. However, McMillen will gladly entertain any discussion on these assumptions to align with the Tribe's goals.

- Updates to the final design were completed in April 2026 by McMillen with modifications to the rearing tanks and troughs following Stantec's final design issued in January 2025. The complete final design is compiled package consisting of both McMillen and Stantec drawings.
- The Tribe requested we add the design of a stoplog removal platform at Battle Creek Dam, which we anticipate will add 5 additional design drawings to the previously completed April 2026 drawing package. This will be prepared to be released as an addendum to the bid package.
- All virtual meetings will take place using Microsoft Teams or Zoom.
- All site visits planned are for staff from our local Seattle office. If it becomes necessary to bring in staff from another office, McMillen will purchase refundable airfares to protect our clients and our team in case meetings need to be rescheduled.
- The schedule provided below is the anticipated period of performance for the identified tasks. Schedule is understood to be in flux based on the Tribe's issuing of the construction RFP and award to a successful contractor.
- McMillen assumes the Project's Notice to Proceed to be granted within three months of submitting this proposal. If the award process is prolonged, the Project's total budget will need to be reassessed for potential adjustments due to the delay.
- To account for subconsultant coordination, added insurance costs, and increased liability, a 5% markup will be added to the budget for each subconsultant managed by McMillen.
- The total duration of the Project is anticipated to be 48 months from bid phase through startup and commissioning.
- All deliverables will be in electronic PDF format, unless noted otherwise.

PROJECT APPROACH

McMillen's project approach is identified in the following tasks and activities. The Tasks will be completed in the order described, excluding Project Management, which is included for the duration of the Project.

- Task 1 – Project Management (McMillen Internal)
- Task 2 – Bid Support

- Task 3 – Engineering Support during Construction
- Task 4 – On Site Construction Observation
- Task 5 – Commissioning and Project Completion Support

Within each of these tasks are several subtasks to be completed. Each task described below provides the anticipated deliverables and the assumptions used for each task.

TASK 1: PROJECT MANAGEMENT (MCMILLEN INTERNAL)

Dave Whitbeck will serve as the McMillen Project Manager for the duration of the Project and will provide management and oversight of all in-house team members. Dave brings knowledge and history with this project having worked with the Tribe from the conceptual design through the final design. This includes the 100% design development with Stantec the ERT design updates with McMillen. Dave's responsibilities will include contracting, monitoring budgets and schedules, and ensuring the services provided are performed within the contract scope, schedule, and budget. Dave will also perform required general project management tasks such as meeting coordination, meeting minutes, quality control, and reporting.

McMillen will team with Stantec to support the construction phase. As a subconsultant, Stantec will provide review of building architecture, HVAC, and plumbing submittals for the project.

Clear and concise communication is imperative to accomplish a smooth and efficient Project delivery. Throughout the Project life, we will continue to maintain a strong and integrated team that includes key individuals from the Tribe along with our Project Manager, Dave Whitbeck. This core Project Team will provide valuable input and criteria to guide the Project to successful completion. Close communication within this team will provide the foundation for the successful execution of the Battle Creek Hatchery.

Deliverables

- Monthly Invoices
- Progress Reports
- Meeting Minutes

Assumptions

- This task includes our internal costs for McMillen internal project management activities. This is not inclusive of project or construction management for the general contractor or the overall construction effort.
- Project duration is anticipated to be for approximately 48 months, ending in September 2030.

TASK 2: BID SUPPORT

McMillen will assist the Tribe with the preparation of the construction request for proposals (RFP), attending a pre-bid walkthrough, and responding to bidder questions. This task also includes preparation of the stoplog removal platform design, intended to be released as an addendum to the bid documents. The following subtasks describe the level of support assumed.

Subtask 2.1 – Pre-Bid Support

McMillen will assist the Tribe with preparation of the construction RFP and with pre-bid outreach to prospective contractors.

Subtask 2.2 – Attend Pre-Bid Walkthrough

McMillen will attend the pre-bid meeting to assist the Tribe with answering questions from potential bidders. Two (2) members of the design team will attend a two (2) hour pre-bid meeting.

Subtask 2.3 – Respond to Bidder Questions

This task consists of assisting the Tribe with responding to questions during the bid period. Work may include generating a question and answer form, preparing clarification or markups, and technical correspondence with the Tribe.

Deliverables

- Construction RFP (Word)
- Written responses to Bidder questions, as noted in Subtask 5.3 (Word and PDF)

Assumptions

- The pre-bid meeting will take place in one day lasting approximately 2 hours.

- A budget of up to two hundred forty (240) hours has been assumed for responses to bidder questions. This is an estimate based on the size of the project.

Subtask 2.4 – Platform Design, ERT Completion, and Permitting

The Tribe has requested to include a design for a stoplog removal platform at Battle Creek Dam. The platform will consist of new foundations in the reservoir bottom, column supports, and an elevated grating platform located on the upstream side of the existing stop log slots in the dam crest. Handrailing will be designed to surround the new platform along with access points to/from the existing platform. The plan is to prepare these drawings to be released as an addendum to the bid documents. This task also includes additional budget for the ERT and fish release vault design revisions, for the additional effort that was required to complete this task as part of prior design revisions.

Finally, additional funding for permitting support is needed. The project is in the process of being funded through BIA/NOAA awards that will be administered by the Office of Self-Governance (OSG). As part of these requirements, the Tribe needs to submit Plans, Specifications, and Estimate (PS&E) sealed by a Washington-licensed professional engineer. Sealed plans and specifications have been provided as part of the April final design package; however, the prior opinion of probable construction costs (OPCC) prepared with the 100% design by Stantec was not updated. As part of this task, we propose to update the cost estimate to include the ERTs, fish release vault, and the stoplog platform and to prepare a stamped cover letter to submit to OSG. In addition, budget is included to adequately support the permitting process moving forward and offset for previously completed permit drawings for the dredging of Battle Creek Reservoir, updates to the Mitigation plan, and support for the Tribe with funding requests to the Tribe's Board of Directors.

Deliverables

- Design for Stoplog Removal Platform (PDF), draft and final.
- Revised OPCC and stamped cover letter (to be provided to OSG)

Assumptions

- The design drawings for the stoplog removal platform are assumed to be included as an addendum to the Battle Creek Hatchery design set, not as an independent drawing package. If the project is bid independently, then a new spec set and general drawings would be needed which will require additional labor to prepare.

- The revised OPCC will include updates to the previous Stantec OPCC to include the ERTs, Fish Release Vault, and buried piping. This will be updated and not a new project estimate. Cost escalation assuming the mid-point of construction in January 2028 will be included.
- At contract execution, an invoice will be provided for the permitting support services rendered during the process of obtaining the tribal grading and building permits.
- Level of effort for permitting remains uncertain. If the comments from the building official exceed our projected level of effort, this will need to be addressed by a subsequent amendment.

TASK 3: ENGINEERING SUPPORT DURING CONSTRUCTION

McMillen will assist the Tribe during the construction phase of the project including with technical support and correspondence, reviewing submittals and requests for information (RFIs), and with site visits at key milestones. This task is for engineering support and does not include site visits associated with on-site construction management and inspections, see Task 4.

Subtask 3.1 – Technical Support and Correspondence

McMillen will participate in calls and progress meetings with the Tribe and construction contractor and will provide ongoing technical support. The subtask assumes bi-weekly one (1) hour meetings plus one (1) hour of preparation and follow-through for a total of 52 meetings. Meetings minutes will be prepared by the on-site construction inspector, see Task 4.

This task also includes up to four hundred eighty (480) hours of ongoing regular technical support. The technical support includes services such as general communication and correspondence with the client, assisting the Tribe with conflict resolution, and discussions with manufacturer representatives. This task does not include site visits, see subtask 3.3.

Subtask 3.2 – Review Submittals and Respond to Requests for Information (RFIs)

McMillen will review contractor submittals and provide responses to contractor requests for information (RFIs) during the construction period. Submittals requiring a review and response include materials and equipment submittals per the project specifications. Submittals tend to occur towards the beginning of the construction, while RFIs are anticipated to be ongoing through the construction phase.

The project includes 175 specifications (excluding division 1) and we have assumed 4 hours for review of submittals required for each spec, including resubmittals, for a total budget of up to five hundred twenty-five (525) hours. For RFI's, industry standard is approximately 10 RFIs per \$1M construction value. We have assumed approximately 200 RFIs for the project and approximately 2 hours for review of each RFI. It is understood that these are estimates and that the overall effort may vary. If the required effort exceeds the projections, an amendment may be required.

Subtask 3.3 –Site Visits During Construction

This task includes coordinated non-regular site visits at key construction milestones. A total of 24 site visits are assumed for McMillen and 2 for Stantec during the construction duration. At project completion, an additional site visit to generate a punch list walkthrough at project substantial completion. For each site visit, up to 4 hours on site is assumed plus travel time from McMillen's Kirkland office. Site visits are assumed to be coordinated in advance. An observation report will be prepared following each site visit.

The punch list walkthrough is anticipated to be attended by three (3) McMillen engineering team members and two (2) Stantec team members. A completion punch list memo will be prepared following this site visit.

Subtask 3.4 –Design Change Requests

For this task, McMillen will support updates to design drawings based on change orders, field directives, or from client directed changes that occur during the course of construction. The work will include issuing revised drawings with revision clouds to denote where the updates have occurred. Due to uncertainty, we have included a level of effort that totals approximately 300 hours for this task.

Deliverables

- RFI and Submittal responses, as noted in Subtask 3.2
- Site visit observation reports following Subtask 3.3 site visits
- Completion Punch List Memo (Word and PDF), as noted in subtask 3.3
- Revised Drawings in support of design change requests, as needed

Assumptions

- The coordinated non-regular site visits are assumed to be attended by one (1) McMillen team member, except for the punch list walkthrough which will be attended by up to three (3) McMillen team members and two (2) Stantec team members.
- All site visits are assumed to take place on one day. Our budget assumptions include time for travel to/from the project site, vehicle mileage, and lunch.

TASK 4: ON SITE CONSTRUCTION OBSERVATION

This task includes site visits during the construction period to provide construction observation and inspection, monthly Contractor pay application review, attendance to weekly or biweekly Owner/Contractor/Engineer progress meetings, and monthly schedule review. One weekly site visit by one construction management (CM) team member is assumed during construction. A total of 104 site visits is estimated over the course of construction. These site visits are anticipated to include routine construction inspections for conformance with the design, review of overall progress, and deficiency tracking through resolution with the Contractor. Time on site during each site visit is assumed to be up to six (6) hours, not including travel to and from the site. It is assumed and understood that there will be days when the contractor does not perform substantial work and the inspector leaves early, as well as days when higher risk work is taking place and a longer work-day is warranted.

A one-page site visit report will be submitted for each day that a site inspection has occurred. Digital files of construction photos will be filed and provided to the Tribe as requested. The photos will be organized by the week they were taken and general construction activities that were occurring at the time. A monthly report containing updates to the overall Contractor progress, noted deficiencies (with statuses), schedule review notes, and pay application percent complete will be provided to the Tribe.

This task also includes participation of the McMillen inspector with the biweekly construction meetings (see Task 3.1) and preparation of meeting minutes for this meeting.

Deliverables

- Weekly Site Visit Reports on standard template
- Monthly progress report on standard template
- Weekly or Bi-weekly Meeting Minutes on standard template

Assumptions

- Date(s) of site visits to be coordinated as part of biweekly coordination calls with the Contractor.
- CM services are for general construction inspections. Special inspections, where indicated in the Contract Documents or required by code, will be coordinated with a qualified outside firm and paid for by the Tribe.
- Contractor will provide notice of features requiring inspection at least forty-eight (48) hours in advance, particularly those requiring special inspections.
- CM on-site services are limited to one site visit per week. McMillen recommends the Tribe provide additional full-time on-site construction oversight.

TASK 5: PROJECT DOCUMENTATION AND COMPLETION SUPPORT

This task includes assisting the Tribe with commissioning of the hatchery, preparation of an O&M manual, and operating training.

Subtask 5.1 –Commissioning Support

McMillen will assist the Tribe with commissioning activities for the hatchery once startup is complete and the facility is operational. Initially, this will consist of two (2) days on site to direct the contractor in a series of commissioning tests and to provide assistance with configuring and monitoring the water flow through the hatchery for initial operations. This will be followed by an additional one-day site visit to check and monitor the operations after a few weeks of use. Following the initial site visit and the follow up visit, a summary memo will be prepared documenting the observations.

Subtask 5.2 – Training and O&M Manual

This task consists of preparing an operations and maintenance (O&M) manual for the hatchery improvements and conducting a training for hatchery staff. The O&M manual will be provided initially as draft. Following the draft submittal, a training session will be conducted in coordination with the Tribe. Following the training session, McMillen will update the O&M manual, address any comments provided, and provide a final O&M manual.

Subtask 5.3 – Project Documentation

At the completion of the project, McMillen will compile the correspondence and technical work products prepared during the construction phase and will transmit this to the Tribe for record keeping.

Deliverables

- Commissioning summary reports based on initial site visit and follow up visit.
- Draft and final O&M Manual (Word and PDF)
- Agenda and presentation for operator training (Word and PowerPoint)
- Project Documentation for Files (multiple formats)

Assumptions

- Commissioning tests will be identified ahead of time as part of the Commissioning Plan in coordination with the general contractor.
- Commissioning activities are assumed to occur after the contractor has finished Installation and Startup (per Section 01 75 00 and 01 75 10) activities and operator training on individual equipment (per 01 79 00) has occurred.
- The O&M training is assumed to occur on one day for up to four (4) hours. Date to be coordinated mutually with the Tribe.
- Comments on the draft O&M manual are assumed to be received within 3 weeks.

SCHEDULE

The following schedule is estimated based on correspondence. A mutually agreeable schedule will be prepared upon notice to proceed.

Table 1. Project Schedule

Milestone	Time (Business Days)	Start	End
Notice to Proceed		9/15/2026	
1.0 Project Management and Client Correspondence			
Project Management	1040	9/15/2026	9/10/2030
2.0 Bid Support			
Pre-Bid Support	10	9/15/2026	9/26/2026
Attend Pre-Bid Walkthrough	5	9/29/2026	10/3/2026
Respond to Bidder Questions	20	10/6/2026	10/31/2026
Stoplog Removal Platform Design, ERT Completion, Additional Permitting	30	9/15/2026	10/24/2026
3.0 Engineering Support During Construction	915	12/31/2026	7/1/2030
4.0 On Site Construction Observation	915	12/31/2026	7/1/2030
5.0 Commissioning and Project Completion Support			
Commissioning Support	40	6/1/2030	7/24/2030
Training and O&M Manual	25	7/25/2030	8/26/2030

BUDGET

Table 2 provides a summary of the proposed project budget. The not-to-exceed amount for the Battle Creek Hatchery Design, Bid, and Construction Services is **\$1,023,600**. The project will be invoiced monthly on a time and materials basis, as the labor is performed. Additional support may be added by amendment. A more detailed budget breakdown is provided in Attachment A.

Table 2. Project Budget

Task	Description	Budget
1	Project Management (McMillen Internal)	\$38,026
2	Bid Support	\$114,268
3	Engineering Support During Construction	\$463,640
4	On-Site Construction Observation	\$345,188
5	Commissioning and Project Completion Support	\$62,478
	Project Total	\$1,023,600

CONCLUSION

We appreciate the opportunity to provide you with a detailed SOW, time and material cost breakdown, and schedule for execution of the Battle Creek Hatchery. If you have any questions or need additional information, please contact Dave Whitbeck at 425-570-4230. We look forward to continue serving the Tulalip Tribes of Washington on this Project.

Sincerely,



Stuart Hurley, P.E.
Technical Services Director

Attachment A Detailed Budget

	Staff	PM - Dave Whitbeck	Civil/Process - M. Vasilev	Mech Eng - Junior	Structural Eng - K. Thurman	Structural Eng - Staff I	Structural Eng - Staff II	Elec Eng - Staff I	CAD Designer - Senior	CM - Staff	Inspector - Senior	QAQC	CAD	Cost Estimator	Admin			Expenses					Total Expenses	TOTAL
	Rates	\$ 280	\$ 170	\$ 130	\$ 250	\$ 190	\$ 130	\$ 190	\$ 175	\$ 240	\$ 210	\$ 280	\$ 165	\$ 185	\$ 110	Hours	Total Labor	Airfare	Hotel/Car	Meals	Others	Stantec		
1.0 Project Management and Client Correspondence		97	1	1	1	1	1	1	1	1	1	1	1	-	49	157	\$ 34,680	\$ -	\$ -	\$ -	\$ -	\$ 3,346	\$ 3,346	\$ 38,026
Project Management Activities (48 mo) - Bid and Construction Phase		96													48	144	\$ 32,160					2986.20	\$ 2,986	\$ 35,146
Internal Kickoff Call		1	1	1	1	1	1	1	1	1	1	1	1		1	13	\$ 2,520					359.63	\$ 360	\$ 2,880
2.0 Bid Support		77	172	24	21	24	48	24	153	-	-	9	24	4	-	580	\$ 108,525	\$ -	\$ 100	\$ 26	\$ -	\$ 5,618	\$ 5,743	\$ 114,268
2.1 Pre-Bid Support																0	\$ -						\$ -	\$ -
Prepare Construction Advertisement (RFP)		4	4													8	\$ 1,800						\$ -	\$ 1,800
Bidder outreach		4	4													8	\$ 1,800						\$ -	\$ 1,800
2.2 Attend Pre-Bid Walkthrough		8	8													16	\$ 3,600		100	25.5			\$ 126	\$ 3,726
2.3 Respond to Bidder Questions		32	80	24		24		24					24			208	\$ 38,760					5,617.50	\$ 5,618	\$ 44,378
2.4 Platform Design, ERT Completion, and Permitting																							\$ -	\$ -
Draft Stoplog Platform Design		1			7		14		25			2				49	\$ 8,785						\$ -	\$ 8,785
Stoplog Platform Review Meeting		2			2											4	\$ 1,060						\$ -	\$ 1,060
Stoplog Platform Final Design		1			5		10		15			2				33	\$ 6,015						\$ -	\$ 6,015
Stoplog Platform Engineering Calcs					4		24									28	\$ 4,120						\$ -	\$ 4,120
ERT Design Completion		14	40		3				100			5				162	\$ 30,370						\$ -	\$ 30,370
OPCC and Cover Letter		2	4											4		10	\$ 1,980						\$ -	\$ 1,980
Additional Permitting		9	32						13							54	\$ 10,235						\$ -	\$ 10,235
3.0 Construction Technical Support		428	664	60	-	280	-	226	-	-	-	-	80	-	-	1,738	\$ 349,860	\$ -	\$ 1,540	\$ 625	\$ -	\$ 111,615	\$ 113,780	\$ 463,640
3.1 Construction Technical Support and Correspondence																0	\$ -						\$ -	\$ -
Biweekly Construction Calls (26 total)		58	52													110	\$ 25,080						\$ -	\$ 25,080
Technical Support and Correspondence (20-hr/mo for 24 months)		200	200			40		40								480	\$ 105,200					9,544.50	\$ 9,545	\$ 114,745
3.2 Review Submittals and RFIs																							\$ -	\$ -
Submittal Reviews (420 hours for 105 specs for MCM, 280 for 70 specs for STN)		20	160	40		120		80								420	\$ 76,000					49,119.00	\$ 49,119	\$ 125,119
RFIs (200 @ 2-hr, 120 for MCM and 80 for STN)		20	80	20		80		40								240	\$ 44,600					18,816.00	\$ 18,816	\$ 63,416
3.3 Site Visits During Construction (24x for MCM, 2 for STN)		80	96					16								192	\$ 41,760		1440	600			\$ 2,040	\$ 43,800
Prepare Observation Reports(2-hr each)		20	24													44	\$ 9,680					913.50	\$ 914	\$ 10,594
Punch list Site Visit and Memo		10	12					10								32	\$ 6,740		100	25		14,406.00	\$ 14,531	\$ 21,271
3.4 Design Change Requests (300 hours total, 220 for MCM and 80 for STN)		20	40			40		40					80			220	\$ 40,800					18,816.00	\$ 18,816	\$ 59,616
4.0 On Site Construction Observation		-	-	-	-	-	-	-	-	288	1,144	-	-	-	-	1,432	\$ 309,360	\$ -	\$ 28,756	\$ 7,072	\$ -	\$ -	\$ 35,828	\$ 345,188
Weekly Site Visits (104 weeks)											1040					1040	\$ 218,400		28756	7072			\$ 35,828	\$ 254,228
Site Vist Report										104	104					208	\$ 46,800						\$ -	\$ 46,800
General CM Support										80						80	\$ 19,200						\$ -	\$ 19,200
Biweekly Construction Calls (coinciding with 3.1)										104						104	\$ 24,960						\$ -	\$ 24,960
5.0 Commissioning and Project Completion Support		48	156	26	-	-	-	44	-	-	-	22	6	-	12	314	\$ 60,170	\$ -	\$ 375	\$ 100	\$ 6	\$ 1,827	\$ 2,308	\$ 62,478
8.1 Commissioning Support		16	40					16								72	\$ 14,320		250	50			\$ 300	\$ 14,620
Prepare Summary memos			12														\$ 2,040						\$ -	\$ 2,040
8.2 Training and O&M Manual																							\$ -	\$ -
Draft O&M Manual		12	80	20				20				8	4			144	\$ 26,260						\$ -	\$ 26,260
Training Session (site visit)		8	8													16	\$ 3,600		125	50			\$ 175	\$ 3,775
Final O&M Manual		4	8	6				8				2	2			30	\$ 5,670						\$ -	\$ 5,670
8.3 Project Documentation		8	8									12			12	40	\$ 8,280				5.68	1,827.00	\$ 1,833	\$ 10,113
Total Hours		650	993	111	22	305	49	295	154	289	1,145	32	111	4	61	4,221		-	30,771	7,823	6	122,405		
Total Budget		182,000	168,810	14,430	5,500	57,950	6,370	56,050	26,950	69,360	240,450	8,960	18,315	740	6,710		\$ 862,595.00						\$ 161,004.51	\$ 1,023,600