

PROFESSIONAL SERVICES CONTRACT

This Contract is entered into this 14th day of October 2025, by and between Yellowstone County, Billings, Montana, hereinafter referred to as the "**OWNER**" and HULTENG CCM, INC. hereinafter referred to as "**CCM**". The Owner hereby employs CCM to perform necessary duties as the Owner's Construction Representative for the Yellowstone County Courthouse Renovation Project.

SCOPE OF PROFESSIONAL SERVICES TO BE PROVIDED:

CCM agrees to perform, in a professional, timely manner, all of the duties, both expressed and implied, that relate to the following scope of services:

- a) Act as the Owner's Representative in providing advisory support services for preliminary planning and cost estimating, and pre-construction, construction and post occupancy phases of the projects;
- b) Provide guidance on critical time path needs for assigned projects;
- c) Attend, conduct, and assist the Owner at project meetings, including meetings with the architect/engineer, contractor(s), consultants, AHJ's and the owner;
- f) Facilitate open communications among all parties, to help to avoid adversarial interaction and to promote a sense of trust and teamwork in order to accomplish the execution of the project and to see that the projects are complete at the lowest possible cost and with the highest degree of quality and workmanship that are consistent with the plans and specifications for the projects;
- h) Attend and advise of meetings with the Owner, consultants and contractors;
- i) Assist the Owner, contractor and consultants in obtaining necessary required permits or approvals;
- j) Assist the Owner in contract negotiations with consultants and contractors;
- k) Assist the Owner in reviewing bid responses from consultants and contractors;
- l) Meet with the Owner regularly on agreed basis, to review and discuss project progress;
- M) Assist the Owner in creating proper formatted RFQ's and RFP's for Contractor selection;
- N) Assist the Owner with Contracts for Designers and Contractors
- O) maintain confidentiality to the extent provided in law

P) Work With the Selected design team developing mechanical system designs for maintenance life cycling to include specific equipment selections and provide recommendations to the County for design approval

Q) Work with the selected design team to recommend DDC control selections for mechanical design aligning with the County's current management systems

R) Work with the selected design team to recommend efficient lighting designs and controls for County approval.

SCOPE OF OWNER'S RESPONSIBILITIES:

To complement the scope of work of the Owners Representative, and expedite the overall project, the Owner acknowledges that it has certain tasks and responsibilities, including:

a) The Owner shall provide to CCM complete information regarding the Owner's knowledge and complete requirements for the projects. The Owner shall be responsible for the accuracy and completeness of all reports, data, and other information furnished pursuant to this paragraph. CCM may use and rely on information furnished by the Owner in performing services under this agreement, and on the reports, data and other information furnished by Owner to the design professionals.

b) The Owner shall be responsible for the remediation and dispensation at the site of any asbestos, PCB's, petroleum, hazardous materials and radioactive materials, and the consequences of such hazardous materials if present.

c) The Owner shall examine information submitted by CCM and shall render decisions pertaining thereto as soon as reasonable possible as to not delay critical decisions and impact project time constraints.

d) The Owner shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work in cooperation with CCM and consistent with this agreement and in accordance with the planning and scheduling requirements and budgetary constraints of the project.

e) The Owner shall retain the services of design professional consultants whose services, duties and responsibilities shall be described in a written agreement between the Owner and design professionals. The services, duties and responsibilities set out under such agreement shall be compatible with this agreement and the contract documents. The Owner shall, in its agreement

with the design professionals, require such professionals to perform its services in cooperation with CCM, consistent with this agreement and in accordance with the planning and scheduling requirements and budgetary constraints of the project as determined by the Owner and documented by CCM. The Owner represents to CCM that the terms of that agreement have been acknowledged by and are acceptable to the design professional.

f) The Owner shall send to CCM, and shall require the design professionals to send to CCM, copies of all notices and communications sent to or received by Owner or design professionals relating to the Projects. During the construction phase of the projects, the Owner shall require that the contractors submit all notices and communications relating to the project directly to CCM.

g) The Owner shall designate in writing an officer, employee or other authorized representative to act on behalf of the Owner with respect to the projects. This representative shall have the authority to approve changes in the scope of the projects as provided for herein and shall be available during working hours and as often as may be require to render decisions and to furnish information in a timely manner.

LIMITATIONS:

Nothing in this agreement shall be construed to mean that CCM assumes any of the responsibilities or duties of the Contractors or the Design professionals. The contractors will be solely responsible for construction means, methods, techniques, sequences and procedures used in the construction for the projects, and for the safety of its personnel, property and its operations and for performing in accordance with the contract between the Owner and the contractors. The consultants are solely responsible for the overall design requirements and design criteria of the projects and shall perform in accordance with the agreement between the consultants and the Owner. CCM's services shall be rendered compatibly and in cooperation with the services provided by the consultants under the agreements between the Owner and the consultants. It is not intended that the services of the consultants and CCM be competitive or duplicative, but rather be complementary. CCM will be entitled to rely upon the consultants for the proper performance of services undertaken by the consultants pursuant to the agreement between the Owner and its consultants.

TERM:

The term of this contract will commence 10/1/2025, and terminate at a time to be determined by mutual written agreement between the Owner and CCM, but not later than the completion of the proposed project schedule in the year December 2027. Either party reserves the right to terminate this contract at any time for the other parties' failure to perform their respective responsibilities. Should either party desire to terminate this contract for the other parties failure to perform their responsibilities, the terminating party shall provide a minimum of thirty (30) days written notice to the other party defining the failure of performance.

COMPENSATION - BASIC FEE:

These Owner Construction Representative Services shall be reimbursed at a fee of 2.70%. (\$405,000). This fee is representative of a total managed project budget of \$15,000,000. If the scope of work changes to accommodate additional owner requested additions or additional construction schedule, CCM reserves the right for additional fee by mutual agreement between Yellowstone County and CCM to amend this contract.

Services shall mean to include:

- Support with MCA A&E selection process;
- Assist in determining the most advantageous construction delivery method for the success of the project, whether Alternative Project Delivery, Design/Bid/Build, or other;
- Support MCA "Alternative Project Delivery" selection process;
- Support preconstruction planning;
- Support with negotiating final contract terms and fee for A&E Architects, programming and full design services;
- Prepare necessary documents and facilitate the process for contractor selection;
- Assist in preparation of contract for construction after contractor selection;
- Assist in Construction Administration through project close-out.

Any additional services outside of this scope of work will be bill at the following rates:

Hourly Rates:

Principal	\$192.50/HR
Project Manager	\$160.00/HR
Project Engineer	\$115.00/HR
Administrative	\$ 85.00/HR

The Basic Fee does not include travel costs or other reimbursable expenses, and such expenses shall be reimbursed per the following fee table.

COMPENSATION – TRAVEL AND REIMBURSABLE EXPENSES:

In addition to Basic Fee Compensation for Professional Services, the following reimbursable expenses shall be charged at cost and include:

Air travel expenses	At cost
Travel, portal to portal each direction	\$ 48.50 per trip
Lodging and meals	At Cost
Reproduction expenses	At cost
Communications	\$50.00 per month of billing
Sub-Consultants if required/approved	At cost
Professional and Liability Insurance	1.14% of total billing cost

PAYMENT FOR SERVICES AND REIMBURSABLE EXPENSES:

CCM shall submit monthly invoices within 10 days after end of each month for services performed during said month, and the Owner agrees to remit payment for these invoices within 15 days after receipt. Payments due and payable to CCM which are unpaid for more than thirty (30) days from the date of the invoice shall bear interest at the legal rate from the due date, compounded annually. In addition, CCM may, after giving seven (7) days' notice to the Owner, suspend services under this agreement until CCM has been paid in full all amounts due for services, expenses and charges.

INDEPENDENT CONTRACTOR:

CCM is an independent contractor and not an employee or partner of the Owner. CCM agrees to perform the labor and terms of this contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute that CCM, or any of its agents or employees, are the employees of the Owner for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.

WORKER'S COMPENSATION:

CCM agrees to provide all required worker's compensation coverage for its agents and employees during the term of this contract.

INSURANCE:

CCM will maintain general liability coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate, and errors and omissions (Professional Liability) coverage of \$2,000,000 and the costs for such insurance shall be reimbursed.

The Owner shall be responsible for purchasing and maintaining its own liability insurance. CCM, as an agent of the Owner, shall be named as an additional insured on any insurance policy obtained by the Owner and the subsequent contractors for the project

INDEMNITY:

CCM expressly agrees to hold harmless and indemnify the Owner, its officials, employees, and agents from liability, loss, or damage(s), including costs and reasonable attorney's fees for defense of the same that the Owner may suffer as a result of CCM's negligent acts, errors, or omissions, or the negligent acts, errors, or omissions of CCM's agents or employees in the performance of the professional services under contract.

LEGAL REMEDIES:

Should either party commence litigation, arbitration, or mediation proceedings relating to this agreement, or to enforce or interpret any provisions of this agreement, the prevailing party shall be entitled to recover all reasonable expenses, including attorney fees, witness and expert witness fees and court costs.

The parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Montana 13th Judicial District Court, Yellowstone County, Billings, Montana.

ASSIGNMENT:

CCM shall not sublet or assign any of the services covered by this contract without the express written consent of the Owner.

EXTENT OF AGREEMENT:

This contract constitutes the full and complete contract between the Owner and CCM. The provisions herein relating to the terms and conditions of this Professional Services Contract supersede any and all prior agreements, resolutions, practices, policies, rules and regulations concerning terms and conditions inconsistent with these provisions. Any modifications to this contract shall be made in writing signed by both parties. Any provisions of this contract found to be null and void does not constitute nullification of the remaining terms and conditions of this contract.

IN WITNESS WHEREOF:

The parties hereby set their hands and seals this 14th day of October 2025:

Yellowstone County



Shane Swandal, President
Hulteng CCM, Inc.