

**EXHIBIT C - WORK ORDER**

*for use with Master Agreement Between Owner and Contractor*

**WORK ORDER** number 005 made as of the 5 day of February, 2026.

**BETWEEN** the Owner:

**City of Sidney**

115 2<sup>nd</sup> Street SE  
Sidney, Montana, 59270  
(406) 433-2809

and the Contractor:

**B & B Builders Inc.**

1123 10th Ave SE  
Sidney, Montana, 59270  
(406) 482-4401

License no. 12210 for the following **PROJECT:**  
*(Name, location, and detailed description)*

Veteran's Park Pavilion  
Veteran's Memorial Park, Sidney, MT 59270  
Wash, sand, and stain pavilion

The Architect for the Project:

*(Name, legal status, address, and other information)*

**THE CONTRACT**

This Work Order, together with the Contract Documents enumerated herein, including the Master Agreement between Owner and Contractor dated the 5 day of May, 2025 form the Contract.

The Owner and Contractor agree as follows.

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### ARTICLE 1 THE WORK OF THIS WORK ORDER

The Contractor shall execute and pay for the Work described in the Contract Documents enumerated in Article 7 of this Work Order, and any modifications issued after execution of this Work Order, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Work Order.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

May 1, 2026

The Date of Commencement of the Work for the Project shall be the date that the Building Permit is issued for the Work.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Work Order.

§ 2.2 The Contract Time shall be measured from the date of commencement.

#### § 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check the appropriate box and complete the necessary information.)*

- Not later than ( ) calendar days from the date of commencement of the Work.
- By the following date: June 30, 2026

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

<b>Portion of Work</b>	<b>Substantial Completion Date</b>
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§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.6.

### **ARTICLE 3 CONTRACT SUM**

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:  
(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below
- Other, in accordance with Section 3.5 below

*(Based on the selection above, complete Section 3.2, 3.3, 3.4 or 3.5 below.)*

#### **§ 3.2 Stipulated Sum**

§ 3.2.1 The Stipulated Sum shall be (\$ \_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents. See Exhibit "B" for Contract Sum breakdown. Contractor's clarifications to the scope of Work are attached as Exhibit "C". The Work shall be performed in accordance with the schedule attached as Exhibit "D".

For Change Orders or Construction Change Directive Work, the amount for overhead and for profit added or deducted shall be a total of ten percent (10%) of the Cost of the Work that is added or deducted, respectively ("Contractor's Fee"). Cost of the Work is defined in Exhibit "A". Such Contractor's Fee includes all profit, overhead, general conditions costs, and insurance (but not additional bond costs, if applicable), except if a Change Order extends the Date of Substantial Completion, then Contractor's reasonable extended daily general conditions costs shall be added to the cost of the Change Order per §12.5 of the Master Agreement. Likewise, subcontractors shall not add general conditions costs, except that if the change includes an increase in the Contract Time, then extended daily general conditions costs may be added in accordance with §12.5 of the Master Agreement. However, fee shall not be reduced for deductive Change Orders arising as a result of the Sales Tax Savings Program of Article 21.12 of

the Master Agreement, except fee on the amount of the sales tax saved shall be deducted.

1. For Change Order Work accomplished by the Contractor's own forces, acting in the role of a subcontractor, overhead and profit shall be a maximum of 10% of the Cost of the Work.
2. For Change Order Work accomplished by Subcontractors, Subcontractor's overhead and profit shall be a maximum of 10% of the Cost of the Work.
3. For each Subcontractor, for Work performed by that Subcontractor's sub-subcontractor, no overhead charges, but a 5% fee for overhead and profit on the amount due the sub-subcontractor shall be paid the Subcontractor.
4. For each Sub-subcontractor, for Work performed by that Sub-subcontractor, overhead and profit shall be a maximum of 10% of the Cost of the Work.
5. No further tiering of sub-subcontractors will be allowed mark up for fees, overhead, or profit.

§ 3.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the change in the Stipulated Sum for each and the deadline by which the alternate must be accepted.)*

Exhibit “B”

§ 3.2.3 Unit prices, if any:

*(Identify the item and state the unit price and any applicable quantity limitations.)*

<b>Item</b>	<b>Units and Limitations</b>	<b>Price per Unit (\$0.00)</b>
Exhibit “B”		

§ 3.2.4 Allowances, if any, included in the Stipulated Sum:

*(Identify each allowance.)*

<b>Item</b>	<b>Price</b>
Exhibit “B”	

§ 3.3 Cost of the Work plus Contractor’s Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.1.1 The following costs are subject to the Owner's prior approval:

§ 3.3.2 The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the fee for changes in the Work.)*

**§ 3.4 Cost of the Work plus Contractor's Fee with a Guaranteed Maximum Price**

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.1.1 The following costs are subject to the Owner's prior approval:

§ 3.4.2 The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the fee for changes in the Work.)*

**§ 3.4.3 Guaranteed Maximum Price**

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$\_\_\_\_\_), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. *(Insert specific provisions if the Contractor is to participate in any savings.)*

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

§ 3.4.3.3 Unit Prices, if any:

*(Identify the item and state the unit price and any applicable quantity limitations.)*

<b>Item</b>	<b>Units and Limitations</b>	<b>Price Per Unit (\$0.00)</b>
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§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

*(Identify each allowance.)*

<b>Item</b>	<b>Price</b>
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§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

### § 3.5 Other

§ 3.5.1 The Contract Sum shall be determined in accordance with the following:

*(Insert a description of how the Contract Sum will be determined.)*

Per attached estimate 1320 dated 5/9/2025 project "2025 Veteran Park Pavilion" INCLUDING OPTION Decision to apply anti graffiti material to CMU will be made after cleaning of existing graffiti. If decision is made not to apply anti graffiti material, final price will be adjusted accordingly

§ 3.6 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

## ARTICLE 4 PAYMENTS

§ 4.1 Payments shall be in accordance with Article 3 of the Master Agreement, except as indicated below:

*(Indicate all payment terms that differ from those set forth in the Master Agreement, such as period covered by each Application for Payment or date upon which each Application/or Payment is due.)*

See Master Agreement.

§ 4.2 Retainage will be withheld in accordance with Article 3 of the Master Agreement, except as indicated below: *(Indicate all retainage terms that differ from those set forth in the Master Agreement, such as retainage amount, items not subject to retainage, terms for reduction, or limitation of retainage.)*

See Master Agreement.

## ARTICLE 5 INSURANCE AND BONDS

§ 5.1 Insurance and Bonds shall be in accordance with Article 15 of the Master Agreement.

## ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the

Master Agreement:

Jeff Hintz  
(406) 433-2809

§ 6.2 The Contractor identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:  
*(List name, address, and other information.)*

## ARTICLE 7 ENUMERATION OF CONTRACT DOCUMENTS

§ 7.1 The Contract Documents are defined in Section 5.2 of the Master Agreement and, except for Modifications issued after execution of this Work Order, are enumerated in the sections below.

§ 7.1.1 This Work Order

§ 7.1.2 The Master Agreement

§ 7.1.3 The Supplementary and other Conditions of the Contract:

<b>Document</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
See Exhibit E, if any.			

§ 7.1.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Work Order.)*

<b>Section</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
See Exhibit E			

§ 7.1.5 The Drawings:  
*(Either list the Drawings here or refer to an exhibit attached to this Work Order.)*

<b>Number</b>	<b>Title</b>	<b>Date</b>
See Exhibit E		

§ 7.1.6 The Addenda, if any:

<b>Number</b>	<b>Date</b>	<b>Pages</b>
See Exhibit E		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 5.

§ 7.1.7 Additional documents, if any, forming part of the Contract Documents:  
*(List here any additional documents that are intended to form part of the Contract Documents.)*

This Work Order entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

# B & B Builders, Inc.

1123 10th Ave SE  
Sidney, MT 59270

# ESTIMATE

Date	ESTIMATE NO.
5/9/2025	1320

NAME / ADDRESS
City of Sidney 115 2nd St SE Sidney, MT 59270

PROJECT
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2025 Veteran Park Pavilion
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DESCRIPTION	Total
Labor and materials to replace 2X fascia boards with new 2X boards as needed, pressure wash glulams and ceiling to prepare for stain, apply 2 coats of stain and add additional metal to areas of wood to reduce future rot/deterioration,	16,847.50
Sand all glulams and ceiling if the pressure washing does not get them into stain ready condition (if needed)	5,650.00
OPTION: Coat exterior CMU with anti graffiti material	17,910.50

Due to market volatility, material cost is subject to change after 15 days.	<b>Total</b> \$40,408.00
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Phone #	Fax #	E-mail
406-482-4401	406-482-9023	admin@bbbuildersmt.com