



dmc



DMC Millwork Consultation

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Seminars in Contracts and Project Management, Project Negotiation,
Total Company Integration, ERP Systems

DMC Contract to Consult

From (Client): _____ (person signing) To: DMC Millwork Consultation
 _____ (title) Division 5, 6, 8,10 (10 is limited), & 12
 _____ (company Name)
 _____ (company address)
 _____ (company address and phone)
 _____ (email)
 _____ (date)

This is a contract in menu format as explained in Part 1.

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Part I. General Terms:

A. Explanation of this Contract

Our standard contract is provided in a menu format. You choose what service desired and provide the remaining information required. All roles shown in Part II are listed in this menu format for you to pick from. By initialing in the box (or boxes) noted after the title of each item in Part II, you agree to the terms noted in that chosen menu item, as well as Part I and III. As an example, if you desire estimating only, we provide the service for estimating based upon the terms noted below. Or, TCI, we provide that service under those terms. Sales; under those terms. If candidate search, see that Part, etc. Note: Except for estimating, all other roles are open for your choice (you may be required to discuss certain aspects of each choice as noted below). Estimating must be discussed before choosing that service due to the regularly heavy schedule. This contract is also available under our website, www.millworkconsultant.com.

B. Printing Cost Schedule

The printing costs apply to all choices within this contract. Printing costs will be charged as follows: Letter and legal black and white - \$.10 per page, Letter, and legal color - \$.15, per page, Ledger size black and white - \$.25 per page, Ledger size color - \$.50 per page. Other sizes charges per actual costs.

C. Responsibility Matrix

Office Equipment provided by DMC. Non-letterhead stationery provided by DMC; Client's letterhead stationery provided by Client. Computers, printers, laptops, tablets, and all other electronic equipment is provided by DMC. Industry meetings to be paid by Client when travel to these meetings is for the benefit of Client. Advertising and marketing expenses to be paid by Client. Air travel, ground transportation, meals, and other expenses for traveling to Client's locations to be paid by Client. For other travel, see appropriate travel paragraphs.

D. Contract to Consult, Contractor Status

Subject to the terms and conditions of this contract, Client engages DMC as an independent contractor to perform the services chosen, and DMC hereby accepts such engagement. DMC to take direction on all services directly from Client. All costs for Worker's Compensation, Social Security, Medicare, or other normal payroll deductibles are the responsibility of DMC Millwork Consultation.

E. Liability

Client below agrees to not hold DMC liable for losses to Client due to any service performed by DMC for Client. This Agreement shall not render DMC an employee, partner, agent of, or joint venture entity with Client for any purpose. DMC is and will remain an independent contractor in his relationship to Client. Client shall not be responsible for withholding taxes with respect to DMC's compensation hereunder. DMC shall have no claim against Client hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. DMC shall not assign any of her rights under this Agreement or delegate the performance of any of her duties hereunder, without the prior written consent of the Client. No amendment and no change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

Additionally, a signed "Hold Harmless" agreement is required to receive the **DMC Estimating and Project Management platform**. This will be provided under separate file. The **DMC Estimating and Project Management Platform** can be purchased for \$5,995.00 in non-Excel format or is provided free in Excel format to our clients when under contract and the signed Hold Harmless is received.

F. General Terms of this Contract

Invoicing is on a weekly basis, transmitted via email on Fridays or Saturday mornings for each week. The minimum invoice is one hour. Noting the credit card area below, DMC then runs the credit card for the amount invoiced on Monday afternoons. This allows Client time to review the invoice and offer corrections if needed.

G. Confidentiality Agreement

It is understood and agreed to that the Client and DMC would like to exchange certain information that may be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information,

DMC agrees as follows:

1. The Confidential Information to be disclosed by Client under this Agreement ("Confidential Information") can be described as and includes:
Technical and business information relating to Client's proprietary ideas, patentable ideas, copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, Clients, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure. Additionally, confidential Information shall also include, and the DMC shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by Client in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by Client in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to Recipient within thirty (30) days of the disclosure.
2. DMC shall limit disclosure of confidential information within its own organization to those having a need to know and shall not disclose Confidential Information to any third party without a need to know and the approval of Client.
3. This Agreement shall not be construed as creating, conveying, transferring, granting, or conferring upon DMC any rights, license, or authority in or to the information exchanged, except the limited right to use Confidential Information specified above. Furthermore, and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.
4. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto.

WHEREFORE, DMC Millwork Consultation (Debra S. Creech, principal, David M. Creech, and Matthew D. Creech as partners) for DMC acknowledge that they have read and understand this Agreement and voluntarily accepts the duties and obligations set forth herein. The acknowledgement also applies to above noted client of DMC Millwork Consultation.

H. Travel by Estimators (As Approved)

Regarding client required travel for the estimator, these charges are on an as needed basis. Reimbursable charges include \$ 0.55 USD / per mile driving, \$ 50.00 USD/hour for in-person scope meetings or interactions with GC's and/or other industry professionals. Full reimbursement is required for air fare, ground transportation, meals, and lodging. Driving to airports, hotels and flying time would count as meeting/interaction hours and are also reimbursable at \$50.00 per hour (one-hour minimum invoice).

I. Travel by Salesperson (As Approved)

Of course, expenses will not be based upon excessive travel. Airfare will be based on United Economy Plus travel, rental cars will be based upon full size or smaller depending on the possibility that DMC will be entertaining for lunch or dinner and may have to transport clients of the Client. Hotels will be mid-priced, and based upon the Hampton Inn, Marriott Courtyard, Fairfield Inn, or Homewood Suites model. Entertainment will be based upon decent restaurants, but not restaurants with entree costs over \$50.00 unless it is determined by Client that more should be spent. All other entertainment (dining, box lunches, association functions) of Client's potential or current clients to be paid by Client. Travel by salesperson is invoiced at rate shown in Part II, paragraph D.

Part II. Services Requested (initial in box for service ordered):

A. Submittal Review to Match Estimate, For Proper Use of Economies of Scale, and Efficient Production **(NEW)**

After Discussion With DMC, Initial in the Box to Order This Service:

The terms in Part I and consummation of this agreement in Part III apply.
A retainer of **\$650.00** is required:

DMC to provide quick and detailed review of all submittals to confirm that drafters and others have not provided a more costly product than estimated and sold. DMC will also revise and make ready itemization in such a way that economies of scale are followed, and then list the most efficient methods for production. DMC will review clients' contract for landmines and make corrections to submittals accordingly. If desired, DMC will also provide take-offs. The cost for this service is \$99 per hour. Submittals must be sent to us so that we can provide this quote.

Client will transmit the contract, submittals and the estimate to DMC and DMC will quote, and then upon approval, proceed with the service. Client agrees to accept responsibility for all items located within the package. With approval, DMC will charge the same credit card noted below for the fee. We invoice on Fridays and charge the card on Mondays. This is so that our clients can review the invoice and discuss with DMC if needed. If we hear nothing by Monday, we go ahead and charge the card. The retainer of \$650.00 to be used as a credit toward the last project that Client wishes to use DMC for. These services will include the receipt of electronic transmittals and return electronically. DMC will also provide a completed Critical Path Report. The **DMC Estimating & Project Management Platform** is free of charge to clients (a \$5,995.00 list value).

B. Total Company Integration (TCI) One Week Evaluation

Initial the Box to Order This Service:

The terms in Part I and consummation of this agreement in Part III apply.

Total Company Integration is an in-depth manufacturing system that is international in its conception. North American manufacturing models are based upon a form of departmentalization and territoriality which is limited under TCI. Some biases exist in North America because territoriality is reduced under the TCI system, and teamwork is increased. It is the goal of DMC to dramatically increase net profit with TCI. This first week will provide a pathway for implementation of the program.

The TCI program encompasses all areas of the architectural woodwork industry. Total Company Integration provides initial evaluation and consultation in shop efficiency lay-out, estimating, sales, closing projects, reporting, scheduling, engineering, submittals, production, finishing, efficiencies, communication, project installation, invoicing, punch lists, closeouts, final payments, follow-up, etc. Our purpose is to review all the processes of your entire business and identify opportunities that would increase your net profit while reducing stress for you. We are focusing on many factors, and the potential for profit is paramount. Our website, www.millworkconsultant.com, gives more information about the TCI program. You are provided the **DMC Estimating and Project Management Platform** free of charge (a \$5,995.00 list value).

We consider every aspect of the process. This includes an airplane review of engineering, submittals, cut-listing, machine programming efficiency, milling, finishing, assembly, staging, packing, loading, unloading (cartage), delivery, installation, and close-out. We determine whether you have a concise industry specific business plan and review it. This is the one-week initial evaluation and begins upon arrival Monday evening or Tuesday morning and ends on Thursday evening or Friday morning when DMC leaves the Client's place of business.

TCI is an intense program that defines problems in a company based upon the term, "Interruptions." These are weighted as to the cost of each, based upon material gleaned from your financial reports. Interruptions are not just on the production floor, but take place everywhere in the company, every department, every manager, every employee, and down to every system used in the operation of the company.

This is a no-nonsense approach to everything, and always results in recommendations for change that save more than our fee. The system is revolutionary and will be an eye-opening experience – always has, always will. The climax of the week is a Thursday evening or early Friday morning meeting with you, the client. There will be a unique and intense PowerPoint presentation. This presentation will offer a complete verifiable picture of the condition of your company and will offer solutions with costs and return on investment.

Everything in this presentation utilizes comparisons with other companies. This will provide you with valuable information and help you to see, within line items on a financial statement, how you compare to like-size and type companies. No other consulting firm can provide this information because of the number of Clients we have had in the past. You will never know who the information is from, nor will anyone know of any information coming from you. The fees for this are pre-paid and invoiced at **\$6,850.00** which includes all expenses except lunches on Tuesday through Thursday. Continued training is on a fixed sum basis at \$99/hour.

C. Estimating (First Pricing Tier) (No Hour Minimum)

After Discussion With DMC, Initial in the Box to Order This Service:

The terms in Part I and consummation of this agreement in Part III apply. A retainer of **\$650.00** is required. Because there is no hour minimum with this choice, DMC will estimate only as able, and the schedule of DMC permits.

DMC to provide fee based estimating services for \$50/hour (one-hour minimum invoice) for any estimates other than institutional casework. For institutional casework DMC charges \$30.00 per hour. Client will send bid invitations to DMC. If Client deems that the hours to complete bid are more than desired prior to completion of estimate, then Client has the right to discontinue bid process, but will be billed up until the point of discontinuation. Client will not be billed for hours not worked. Refunds of Compensation will not be allowed. Each bid and proposal will be sent to Client for review, and Client agrees to accept responsibility for all items located within the proposal. When reviewing projects for possible bidding, DMC charges at the same rate per hour, with a 1 hour minimum.

DMC will charge for this estimate at the hourly rate noted herein by charging the same credit card noted below for the fee. We invoice on Fridays, and charge the card on Mondays, so that our clients can review the invoice and discuss with DMC if needed. If we hear nothing by Monday, we go ahead and charge the card. The retainer of \$650.00 to be used as a credit toward the last project that Client wishes to use DMC for. These services will include the receipt of electronic transmittals and printing of same as needed. Communication of a project to DMC will serve as approval to estimate the project transmitted after a brief review and report to owner if desired. Special product buy-out costs will be included on estimates when available or when time permits. A transmittal ready proposal is also to be provided to the Client. Also included will be an RFI log, with answers if provided, and multiple other reports in .pdf format. The Client then will review all documents with DMC and determine a percent to use for overhead and profit as well as the freight costs and costs per hour of labor. Once determined the document will then be transmitted by the Client or DMC, to all general contractors bidding the project. Client will receive a complete 36-tab estimate report for the fee charged. If review of bids by Dave Creech personally are required by the Client, the cost for this review is \$99.00 per hour (one-hour minimum invoice). This extra cost would be approved by Client before-hand. If in-house estimating is performed on metal, upholstery, glass or stonework, Client must provide these costs. DMC will compare this to our cost registry. DMC will provide an estimate on our proprietary DMC Excel based application, known as the **DMC Estimating and Project Management Platform**. It will be transmitted in Excel. The **DMC Estimating & Project Management Platform** is free to clients (a \$5,995.00 list value).

D. Estimating (Second Pricing Tier) (Minimum Hours Invoiced Per Week as Noted)

Initial in the Box to Order This Service:

The terms in Part I and consummation of this agreement in Part III apply. A retainer of **\$650.00** is required. If previously paid, disregard.

Minimum: XX hours per week

Minimum Hours Defined As:

DMC will invoice per this agreement a minimum of XX hours per week. If hours exceed the XX hour minimum, DMC will invoice for hours expended.

Each invoice will show the total hours by week, and with an accumulated total for the year. Over holidays the XX hour minimum will be reduced by the number of days that the holiday occurs. The following holiday exemptions apply: Christmas, New Years, Memorial day, July 4th, Labor Day, Thanksgiving. The following holidays are not DMC holidays and do not apply to these holiday exemptions: Martin Luther King Jr. Day, Washington's Birthdays (Presidents Day), Columbus Day, and Veterans Day.

It is understood that DMC cannot accept projects requiring a lot of hours in a few days. DMC takes projects on a first come, first serve basis. If, after a period of time, this does not work for you, our client, we will be happy to increase the minimum number of hours per week.

Estimating will be as follows:

DMC to provide fee based estimating services for \$50/hour (one-hour minimum invoice) for any estimates other than institutional casework. For institutional casework DMC charges \$30.00 per hour. Client will send bid invitations to DMC. If Client deems that the hours to complete bid are more than desired prior to completion of estimate, then Client has the right to discontinue bid process, but will be billed up until the point of discontinuation. Client will not be billed for hours not worked. Refunds of Compensation will not be allowed. Each bid and proposal will be sent to Client for review, and Client agrees to accept responsibility for all items located within the proposal. When reviewing projects for possible bidding, DMC charges at the same rate per hour, with a 1 hour minimum.

DMC will charge for this estimate at the hourly rate noted herein by charging the same credit card noted below for the fee. We invoice on Fridays, and charge the card on Mondays, so that our clients can review the invoice and discuss with DMC if needed. If we hear nothing by Monday, we go ahead and charge the card. The retainer of \$650.00 to be used as a credit toward the last project that Client wishes to use DMC for. These services will include the receipt of electronic transmittals and printing of same as needed. Communication of a project to DMC will serve as approval to estimate the project transmitted after a brief review and report to owner if desired. Special product buy-out costs will be included on estimates when available or when time permits. A transmittal ready proposal is also to be provided to the Client. Also included will be an RFI log, with answers if provided, and multiple other reports in .pdf format. The Client then will review all documents with DMC and determine a percent to use for overhead and profit as well as the freight costs and costs per hour of labor. Once determined the document will then be transmitted by the Client to all general contractors bidding the project. Client will receive a complete estimate report for the fee charged. If review of bids by Dave Creech personally are required by the Client, the cost for this review is \$99.00 per hour (one-hour minimum invoice). This extra cost would be approved by Client before-hand. If in-house estimating is performed on metal, upholstery, glass or stonework, Client must provide these costs or DMC will provide the best prices possible. DMC will compare this to our cost registry.

DMC will provide an estimate on our proprietary DMC Excel based application, known as the **DMC Estimating and Project Management Platform**. It will be transmitted in Excel. The **DMC Estimating & Project Management Platform** is free to clients (a \$5,995.00 list value).

E. Initial One Day Visit and Review of Company, Re Sales

Initial the Box to Order This Service:

DMC (David M. Creech) intends to visit your location for the purpose of a complete review of both parties to determine the feasibility of representing your company in sales. During the eight hours we will be looking at: 1) How well is the company integrated? 2) Does the company follow the Total Company Integration model? 3) Are the systems in place to allow the project manager to do his/her job? 4) Is there continuous training? 5) What is the reputation of the company? 6) Are the financials healthy? 7) What is the bond rate and capability (it does no good to try to sell a company on projects that require a healthy credit report when they are short of bonding capability, whether a bond is requested or not)?

The agenda is: 1) Initial discussion and getting to know each other, 2) A review of your current systems, 3) Company attitudes (is the company too proud to admit error or inefficiency), 4) A critical production review, from sales to final payment, 5) presentation by DMC of a schedule for sales success, 6) A review of a final sales contract. The fees for this are pre-paid and invoiced at **\$3,895.00** which includes all expenses except lunch during the visit. DMC pays for air travel, lodging, meals and rental car or Uber from these funds. You will be given the **DMC Estimating & Project Management Platform** free of charge (a \$5,995.00 list value).

Dave Creech will arrive at your facility on _____ (please fill in date desired; call DMC beforehand to confirm date) at 8 AM and will be with you throughout the business day on this date.

The sales territory in consideration is _____ (please call DMC beforehand to determine territory).

F. Sales Services

Initial the Box to Order This Service:

The terms in Part I and consummation of this agreement in Part III apply. A retainer of **\$650.00** is required. When under contract you are provided the **DMC Estimating & Project Management Platform** free of charge (a \$5,995.00 list value). You must sign a separate Hold Harmless to receive the Platform. The intent of this agreement is for DMC to establish sales relationships with general contractors, designers, architects, and owners for the Client.

The territory will include _____

Services will begin on the day this contract is consummated. The payment of funds to DMC is for DMC to function as the active agent of the Client in achieving this requirement. Services provided by DMC are:

1. Create presentation documents.
2. Communicate the features and benefits of the Client to contacts of DMC. Travel as needed to accomplish this task.
3. Obtain approval for Client to quote projects to general contractors, designers, and owners.
4. Transmit all estimates created by other employees of DMC. If estimates are created by client, these must be transmitted to DMC.
5. Attempt to successfully close all projects. Provide as able results of competitors' quotations for Client.
6. Assist architects and designers, through owners, in the writing of division 06450 specifications, the design of architectural millwork projects, with the intent of providing an advantage for Client while at the same time providing a benefit for the owner.
7. Provide all documentation and present a hand off to the Client when projects are successfully won.
8. Arrange for reputable and qualified installers if needed due to distance.

All sales activities of DMC are accomplished by David M. Creech. When contracted, fees charged for the sales function will be \$70.00 per hour (one-hour minimum invoice) with a minimum of 20 hours invoiced per week. Fees are charged at \$99.00 per hour (one-hour minimum invoice) in the absence of a contract with the 20 hour minimum (retainer still applies). All functions performed are entirely at the option of the Client. All travel expenses to be reimbursed by invoice. Actual travel costs are invoiced (unless travel by auto at \$0.55/mile), to include costs for entertainment, if desired by Client. A detailed invoice stating work performed will be transmitted via email with receipts included with weekly invoices. Invoices are paid per Part III, paragraph A. The agreement may be canceled with 30 days' notice by either party. Please understand that sales occur slowly in the beginning and build with time. If DMC must estimate work, the cost is \$65 per hour (one-hour minimum invoice) unless our estimating department has an opening, which would be invoiced at \$50 per hour (one-hour minimum invoice).

G. Candidate Search Program

Initial the Box to Order This Service:

The terms in Part I and consummation of this agreement in Part III apply.

A retainer of **\$650.00** is required:

DMC provides head-hunter services for all positions in architectural millwork. This includes general management, project management, purchasing, estimating, drafting, programming, clerical, CNC operators, machine operators, assemblers, finishers, packers, loaders, and installers. Costs are \$99.00 per hour (one-hour minimum invoice) plus any advertising expenses and are charged weekly during the search period. We perform complete search and background checks of attractive candidates. Candidates are pre-checked and interviewed at least twice before we recommend a candidate.

Search is defined as (Please list title, salary range, a general snapshot of benefits, date of desired hire, and whether relocation expenses are available):

H. 1 Day Seminar on Contracts, Estimating or Project Management

Initial the Box to Order This Service:

The terms in Part I and consummation of this agreement in Part III apply.

DMC provides training seminars in **Contracts, Estimating and Project Management** on the "Total Company Integration (TCI)" training format. Each of these seminars are an in-depth 8-hour course similar to our seminars held around the country. This is limited to employees of the Client only and is held at the Client's business location. Client is to provide a conference room with a large monitor or projector large and clear enough to teach with and that everyone can see. There is no limit to the number of employees of client that can attend this on-site Seminar. This is provided on a fixed sum basis.

You will be provided the **DMC Estimating and Project Management Platform** free of charge (a \$5,995.00 list value).

You will be given up to four training books per on-site seminar for the Contracts and Project Management seminars. Additional books cost \$30 each. The fees for this are pre-paid and invoiced at **\$3,695.00** which includes all expenses except lunch during the seminar. For each additional day if you want to hold back-to-back seminars, the cost increases by **\$1,630.00**, with pre-payment of **\$5,325.00** for two days, and **\$6,955.00** for three days. DMC pays for air travel, lodging, meals (other than lunches) and rental car or Uber from these funds. Dave Creech promptly starts the seminars at 8 AM unless another start time is desired, and then completes the seminar at 5 PM on each day, whether one, two or three seminars are held. A detailed syllabus will be provided. There are no books for the estimating seminar as this uses one of your projects. There is a 40% surcharge for international seminars (outside of the United States).

Seminars Requested: You have requested the dates of _____ for _____ (one, two, or three) seminars. These seminars will be presented in this order: Contracts, Project Management, and Estimating. Dates are not guaranteed until funds are received. See page 10 for payment. All fees are prepaid. Please note you are committing to these dates which are guaranteed upon receipt of payment through credit cards as noted on page 10. The only reason that these dates move is emergencies on the part of the hosting company. This is open to employees only for the amount noted. Additional attendees that are not employees incur added costs.

I. Training in Project Management

Initial the Box to Order This Service:

The terms in Part I and consummation of this agreement in Part III apply.

DMC provides training in **project management** on the "Total Company Integration (TCI)" format. Training occurs at the Client's business location. This is provided on a fixed sum basis by the week. The fees for this are pre-paid and invoiced at **\$6,850.00** per week which includes all expenses. DMC pays for air travel, lodging, meals (except as noted) and rental car or Uber from these funds. Continued training is on a fixed sum basis by the week at the above amount. Client is to provide a conference room with a large monitor or projector large and clear enough to teach with and that everyone can see. There is no limit to the number of employees that can attend this on-site training in project management. You are provided the **DMC Estimating and Project Management Platform** free of charge (a \$5,995.00 list value).

Dave Creech arrives on Monday afternoon and leaves on Friday. The minimum training in class is 24 hours. If Client desires box lunches so training can continue during lunches on Tuesday through Thursday, the Client is responsible for the cost of these box lunches.

Training agenda is totally based upon the ability of the trainee to grasp intense training and is adjusted to accommodate the need to learn.

J. Training in Estimating

Initial the Box to Order This Service:

The terms in Part I and consummation of this agreement in Part III apply.

DMC provides training in **estimating** on the "Total Company Integration (TCI)" format. Training occurs at the Client's business location or online. This is provided on a fixed sum basis by the week. The fees for this are pre-paid and invoiced at **\$6,850.00** which includes all expenses. Continued training is on a fixed sum basis by the week at the above amount. You are provided the **DMC Estimating and Project Management Platform** free of charge (a \$5,995.00 list value). DMC pays for air travel, lodging, meals (except as noted) and rental car or Uber from these funds. Client is to provide a conference room with a large monitor or projector large and clear enough to teach with and that everyone can see. There is no limit to the number of your company employees that can attend this on-site training in estimating. There is a 15% discount if training is accomplished on-line. Weekend training requires a 15% surcharge. If training is in-person, Dave Creech arrives on Monday afternoon and leaves on Friday. The minimum training in class is 24 hours. We recommend box lunches so training can continue during lunches on Tuesday through Thursday, the Client is responsible for the cost of these box lunches.

Training agenda is totally based upon the ability of the trainee to grasp intense training and is adjusted to accommodate the need to learn.

K. Training in Production Management

Initial the Box to Order This Service:

The terms in Part I and consummation of this agreement in Part III apply.

DMC provides training in **production management** on the "Total Company Integration (TCI)" format. Training occurs at the Client's business location. This is provided on a fixed sum basis by the week. The fees for this are pre-paid and invoiced at **\$6,850.00** which includes all expenses. Continued training is on a fixed sum basis by the week at the above amount. You are provided the **DMC Estimating and Project Management Platform** free of charge (a \$5,995.00 list value). DMC pays for air travel, lodging, meals (except as noted) and personal or rental car or Uber from these funds. There is no limit to the number of your company employees that can attend this on-site training in production management. Dave Creech arrives on Monday afternoon and leaves on Friday. The minimum training is 24 hours. We recommend box lunches so training can continue during lunches on Tuesday through Thursday, the Client is responsible for the cost of these box lunches. Training agenda is totally based upon the ability of the trainee to grasp intense training and is adjusted to accommodate the need to learn.

L. General Services (No Contract)

Initial the Box to Order This Service:

The terms in Part I and consummation of this agreement in Part III apply.
A retainer of **\$650.00** is required:

The intent of this agreement is for DMC to provide consultation services as needed. This may include regular requests for review of all documents, and/or other consultation services as needed. The payment of funds to DMC is for DMC to function as the active agent of the Client in achieving this requirement. All functions performed are entirely at the option of the Client. Under this contract the costs for services will be invoiced at \$99.00 per hour (one-hour minimum invoice) with no minimum hour per month requirement. A detailed invoice stating work performed will be transmitted via email with receipts included with weekly invoices. You are provided the **DMC Estimating and Project Management Platform** free of charge (a \$5,995.00 list value).

Services may include:

- | | |
|--|---|
| 1. Contract Review and Negotiation | 6. Employee Reviews |
| 2. Submittal checking to the Contract Documents. | 7. Establishment of a Millwork Business Plan |
| 3. Project Review | 8. Marketing activities |
| 4. Review of Estimates Performed by Others | 9. Any other need of the client not noted in Parts A-I. |
| 5. Employee training by the hour | |

M. General Services (Contract)

Initial the Box to Order This Service:

The terms in Part I and consummation of this agreement in Part III apply.
A retainer of **\$650.00** is required:

The intent of this agreement is for DMC to provide consultation services as needed. This may include regular requests for review of all documents, and/or other consultation services as needed. The payment of funds to DMC is for DMC to function as the active agent of the Client in achieving this requirement. All functions performed are entirely at the option of the Client. Under this contract the costs for services will be invoiced at \$75.00 per hour (one-hour minimum invoice). **The minimum monthly invoiced hours required at the reduced rate of \$75.00 per hour is 20 hours per month.**

A detailed invoice stating work performed will be transmitted via email with receipts included with weekly invoices. You are provided the **DMC Estimating and Project Management Platform** free of charge (a \$5,995.00 list value).

Services may include:

- | | |
|--|---|
| 1. Contract Review and Negotiation | 6. Employee Reviews |
| 2. Submittal checking to the Contract Documents. | 7. Establishment of a Millwork Business Plan |
| 3. Project Review | 8. Marketing Activities |
| 4. Review of Estimates Performed by Others | 9. Any other need of the client not noted in Parts A-I. |
| 5. Employee training by the hour | |

N. Pre-bid Budgeting/Quoting for Designers/General Contractors

Initial the Box to Order This Service:

The terms in Part I and consummation of this agreement in Part III apply.
A retainer of **\$650.00** is required:

DMC will provide complete project reviews of architectural millwork and related trades prior to release to sub-contractors. The purpose is to identify:

1. Errors on the documents
2. New methodologies in the manufacturing and installation of architectural millwork and related items (banquettes, glass, doors, metals, stone, quartz, solid surface, and other items), for the purpose of cost reductions.
3. A complete estimate as to the value of the architectural millwork and related items, and a comprehensive approach to value engineering all items.
4. A detailed approach to the project in eliminating the need for change orders (these delay projects and add to costs).
5. Establishment of a budget for architectural millwork and related items
6. Creation of a comprehensive scope within the guidelines of the Construction Specifications Institute.
7. Proper adherence to standards of AWI, AWMAC and WI.
8. Communication with you as the client, throughout the process to arrive at a proper avenue for winning the project for you as the client.

All activities of DMC are accomplished by David M. Creech. When contracted, fees charged for this function will be \$70.00 per hour (one-hour minimum invoice). Fees are charged at \$99.00 per hour (one-hour minimum invoice) in the absence of a contract (retainer still applies). All functions performed are entirely at the option of the Client. All travel expenses to be reimbursed by invoice. Actual travel costs are invoiced (unless travel by auto at \$0.55/mile), to include costs for entertainment, if desired by Client. A detailed invoice stating work performed will be transmitted via email with receipts included with weekly invoices. Invoices are paid per Part III, A. The agreement may be canceled with 30 days' notice by either party.

O. Purchase DMC Estimating and Project Management Platform Separately:

Initial the Box to Order This Service:

Cost is **\$5,995.00** with one hour of training and free updates. Additional training is charged at **\$99.00** per hour (one-hour minimum invoice) .
You will receive the platform written into Excel for ease in learning.

Here is a synopsis of the reports included with the platform:

This system has multiple reports. Below is a listing of reports and what they do.

- I. The Home "Est & PM" tab, when populated, auto-populates numerous other reports.
- II. The following eight reports (tabs) are auto populated from other reports, no input necessary:
 1. Alt (Alternates Report)
 2. RFI Log (Request for Information log)
 3. Material Costs
 4. Project Hours
 5. Submittal Hours
 6. Shop Hours
 7. Install Hours
 8. Profit and Loss
- III. The following are four tabs are used as tools or internal forms and are partially pre-populated:
 1. Purchasing Form
 2. Cut List Form
 3. Check List Form (checklist of the estimate)
 4. Full Shop Prod. Sch. (Full Shop Production Schedule)
- IV. The following fifteen reports (tabs) require some input on your part:
 1. Proposal (**re-designed**)
 2. Sub-Contract Furnish & Install (For Your Use Only--Hold-Harmless required)
 3. Purchase Order (For Your Use Only--Hold-Harmless required)
 4. Contract for Install Only (For Your Use Only--Hold-Harmless required)
 5. Change Order
 6. C.O. Proposal
 7. CPR (Critical Path Report)
 8. Purchasing Report
 9. Shipping Ticket
 10. G702 (A.I.A. Form for Invoicing)
 11. G703 (A.I.A. Form for Invoicing, (Schedule of Values) (SOV))
 12. Daily Field Report
 13. Close Out (Close Out Report)
 14. Project Specific Production Schedule
 15. Full Shop Production Schedule
- V. The following are **new** reports with V11.0:
 1. Project Info (recap of important project specific information)
 2. Transmittal Tracker
 - 3 - 7 Quality Assurance Program in Milling, Assembly, Sanding, Finishing, Pack and Load, Unload and Installation.
- VI. You will still see the "Forms and Instructions tab. Within this are two pdf files; V10.0 Instructions, and the required Hold Harmless.

Part III. Consummating the Contract:

A. Retainer or fees:

Payment of retainer or fees is required as noted from services ordered, noted by the red font above. You are approving the amount to be charged to your credit card based upon the box initialed. DMC takes MasterCard, Visa, Discover and American Express. Retainer is held until the last service that we perform for you, and then applied against the last invoice. DMC invoices weekly, on Friday or Saturday, and runs your credit card every Monday afternoon or evening. This allows you time to review the invoice for any errors. If we hear nothing from you this is our approval to charge the credit card on file on the following Monday afternoon or evening. In the event of holiday conflicts, the card is run the next day. Please note the requirements for working off the retainer. If some or all the retainer is used to pay the balance due, retainer must be brought back up to \$650.00 before any more work is accepted by DMC. Please note the requirements for working off the retainer. If DMC is not used for any services over a twelve-month consecutive period and you have not communicated for us to use the retainer to offset the last invoice, you as a client forfeit the retainer. The cost of maintaining a retainer is a burden if there is no benefit for either of us. Our goal is to have a lasting relationship with you.

B. How to sign and confirm contract.

Please provide all the information below and electronically sign and return this agreement via email to DMC. Upon receipt of signed agreement, we will charge the credit card for the retainer or amount required for the service ordered, and then begin the work ordered. Please be sure to provide the credit card account number, expiration date, name, and address of named card holder, and security code. There is space noted below for this information. If desired this may be provided on a separate email or by verbal communication, whichever is preferred by the Client. Or you may include the information on this form. See below.

C. Credit Card and Signature

Full Name on Credit Card:

Address Credit Card Statement is Sent:

Credit Card Account Number: _____

Expiration Date: _____

Three or Four-Digit Code on Card: _____



Please Sign Below and Return Via Scan (preferred), or U.S. Mail:

Agreed:

For Client

Date

Sincerely,



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dmc@millworkconsultant.com