dmc

DMC is an Active Supporter of Education in Architectural Millwork

DMC Millwork Consultation

Head Office:
14260 Gleneagle Drive
Colorado Springs, CO. 80921
719-488-2759

Satellite Office:
Rocky Mountain Western Slope
719-375-9470

DMC Contract to Consult

Please Fill in Yellow Areas

From (Client): _____ (person signing)

_____ (title)

_____ (company Name)

_____ (company address)

_____ (company address and phone)

_____ (email)

_____ (date)

To: DMC Millwork Consultation
Division 5, 6, 8,10 (10 is limited), & 12

Part I. General Terms:

A. Explanation of this Contract

By initialing in the box noted after the title in Part II, you agree to the terms noted in that item, as well as Part I & III. This contract is also available with our other offerings under our website, www.millworkconsultant.com.

B. Contract to Consult, Contractor Status

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

C. Liability

Client below agrees to not hold DMC liable for losses to Client due to this 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 $2,995.00 or is provided free to our clients when under contract and the signed Hold Harmless is received.

D. 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.

A. Online Seminars at 20% of the Cost — Initial the Box to Order This Service: ☐

The Terms in Part I and Consummation of This Agreement in Part III Apply. **Please Fill in Yellow Areas**

This is the online version of the famous seminars offered in hotels or at your place of business. There are three separate seminars; **Contracts, Estimating** and **Project Management,** which are taught with the "Total Company Integration (TCI)" training format. You may choose one or all three seminars. The cost is reduced from $2,950.00 to $590.00 for each seminar. There are no limits on the number of participates if they are all from your company only. You will attend with other companies. We provide a PowerPoint transmitted electronically in lieu of the books provided at in-person seminars. The cost is reduced by 80%.

Each of these seminars are an in-depth 8-hour course like our seminars held around the country. This is limited to employees of the Client only and is an online series. Each seminar is held at 4 PM to 5 PM in your time zone, over eight consecutive days except Saturday and Sunday. This program is provided on a fixed sum basis.

You are provided the **DMC Estimating and Project Management Platform** free of charge (a $2,995.00 list value).

The fees for this are pre-paid and charged at **$590.00 per 8-hour seminar.** Payment is required in advance (see section III). DMC promptly starts the seminars at 4 PM your time, completes each session at 5 PM. A detailed syllabus will be provided and transmitted electronically. There are no electronic books for the estimating seminar as this uses a DMC sample project.

Contract Seminar Topics: How to Read Contracts, When to Sign the Contract In The Process, Integrating The Contract With Your Facility, Landmines In The Contract, The Kenny Rogers Model - "Know When To Hold 'Em, Know When To Fold "Em", The Parts Of The Contract, What It Means If You Sign A Contract That Ties You To The GC Contract With The Owner, The Contract And Your Proposal, RFIs And The Contract, Construction Documents And Your Contract, The Pitfalls Of Signing A One-Sided Contract, Lien Rights And Your Contract – When to Lien A Project, Mitigating The Problem Of Only Getting Paid When The GC Gets Paid, Your Rights When There Are Delays, Using A CPR (Critical Path Report), Learn Who should Sign The Contract?, FSC, LEED And Your Contract, A Discussion Of CSI Format, AWI And Your Contract, The AIA Contracts, Relationship Building With Contracts, Intra-Company Communication And Your Contract, Your Contract And Production Schedules, Your Contract And Submittals, Contract Vs Your Proposal, Change Orders And Your Contract, Templating And Your Contract, How To Flatten Production To Meet A Tight Schedule That is Tied To The Contract, When the Owner is to be Contacted And How?, Pre-Qualifying Before Bidding Vs Bidding Before Pre-Qualifying, Your Contract And Bonding, How Much of Your Estimate to Provide to the GC?, What Happens If You Fail To Meet Your Contractual Obligations, The Topsy Turvy Business Model, Review Of Actual Contracts

Estimating Topics: Integration And Estimating With Total Company Integration (TCI), The Quality Certification Program (QCP), LEED, FSC, CSI Format, CSI Format Effect On Estimating, CSI Format Specifications And An Actual Contract, Review Of A Difficult Project, Reviewing The Architectural Woodwork Standards (AWS), Criteria For Deciding To Quote A Project, Terminology, The Hierarchy Of Reading Architectural Documents, Items Requiring Special Pricing And Long Lead Items, Special Hardware, Banquettes, Stone, Bar Tops, Metals, Fabrics, Glass, Identifying Millwork And Study Of A Complex Project, Estimate By Area, Explained, Actual Estimate - How The Estimate Form Works, Working With The Platform, Architectural Specifications Division 1,6,8,9,10 And 12, Other Bid Documents, The Bid Set (An Overview), Identifying Millwork, How Itemization Affects The Entire Company, Sub-Identification, Applying The Economies Of Scale, Applying Hours And Dollars, The TCI Forms, The Estimating Quiz, RFI Log Samples, Items Requiring Special Pricing, The Hierarchy Of Reading Architectural Documents, CSI – Effect On An Actual Contract, Identifying In Architectural Documents, Material Costs, Items Coming To The Shop, Applying Shipping To The Shop, Quotations, Verbal Vs In Writing, Commodity Item Pricing, Estimator Observation Of The Shop, Milling Hours, Milling Functions, Identifying What Is Efficient, Assembly Hours, Sanding Hours, Finishing Hours, Pack And Load Hours, Calculating Freight, Unload And Install Hours, Project Management/Engineering Time, The Proposal, Communication To Your Customer, What To Expect, Getting Results

Project Management Topics: How To Manage Projects In Total Company Integration (TCI), The General Picture, US Manufacturing Model In Architectural Millwork, The International Model, A Discussion Of Many Observed Inefficiencies Over The Years, Project Manager Attitudes – Not Using The Critical Path Report (CPR), Project Manager Attitudes – Not Using The Production Schedule, Estimating Pressure, Estimating Attitudes, The Ratio System, Single Source Responsibility, SOS, Submitting Out-Of-Sequence, Zingers, Landmines, Process Systems, Forward-Backward Observation, Value Engineering, Negotiated Value Engineering, How To Negotiate, Integration, Templating, Flattening Production, Pushing In Production, Pulling In Production, Economies Of Scale, Itemization, Interruptions On The Shop Floor, Interruptions In The Office, Voluntary Alternates, Involuntary Alternates, Alternates Communicated By Someone Other Than The Architectural Millwork Company, Change Orders, RFIs, The Proposal, The CPR, Invoicing, The G702, The G703, System Invoicing, Incorrect Invoicing, Departmentalization, Milling, Assembly, Sanding By Machine, Sanding By Hand, Production Finishing, Spray Finishing, Hand Finishing, Example Of A Bad Finishing System, Example Of A Good Finishing System, Pack And Load, Unload, The Installation, Acceptance, Punching, Final Acceptance, Retainage, Closeout, Dead-Zone Statements, Applying Real Goals (Hours And Materials) By Department And By Needs, Purchasing Goals And Labor Goals By Department And Needs, Where We Get Goals Information, Applying The TCI Program, The Sales Function In Project Management Under TCI, The "Leveling" Meeting, Features Of Your Company, Benefits Of Your Company Regarding The Project, Total Value Calculation, Closing The Deal, The Hand-Off Meeting, Preparing The Project, Communicating The Project, Purchasing, Reviewing The Engineering Process, Reviewing The Production Process, Goal Setting And Invoice Timing, The Millwork Business Plan, Integration Within The Project GC, Integration With All Departments In Your Company, Working The Plan, What Is The Status Of Approved Submittals – By Item – The CPR, What Is The Status Of Materials – By Item – The CPR, Production Status- By Item – The CPR, What The Shop Is Doing, Attitudes And Brick Walls, A Sense Of Urgency, Teamwork, Demand-Flow Manufacturing, Shop Vs. Field Installation, Review Of Field Conditions - Pre-Installation, The GC Causes A Problem, Re-Mobilization, Acclimatization, Bad Workmanship By Other Trades, Bad Workmanship By Your Shop, Do-Overs, Field Finishing Issues, Close-Out, Invoices, Lien Releases, Receipt Of Payment, Final Releases And Close-Out, Project Review.

Seminar(s) Requested: _____ Start Date Requested: _____ Estimated Number in Attendance: _____

Part III. Consummating the Contract:

A. Retainer or fees (noted in red above):

Pre-Payment is required as noted. You are approving the amount to be charged to your credit card. DMC takes MasterCard, Visa, Discover and American Express. .

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,

www.millworkconsultant.com
dmc@millworkconsultant.com