



MILLWRIGHT SITES LLC



INDUSTRIAL MECHANICAL CONTRACTOR

2431 Friesenhahn Road, Seguin TX

office@millwrightsites.com

210.669.6552

830.560.2109

INTRODUCTION

OUR WEB SITES: <http://millwright.tech> <http://millwrightsites.com>

ABOUT US: We are a self-performing industrial mechanical contractor specializing in design-build construction, motion millwright service, and maintenance in a wide range of industrial and commercial environments.

We offer Design–Build service of which is the oldest form of construction procedure. The Master Builder answers the Client's wishes for a single point of responsibility, reduces risks and overall costs, and is the top choice of construction-maintenance engineered solutions in private commerce.

We offer industrial mechanical service that includes motion millwright skills identifying and solving problems, equipment installations-repairs-retro fits-up grades, alinement of motor shafts to loads, hydraulic and pneumatic systems, logic controls, ventilation, piping, material handling conveyors-elevators, bulk storage receiving-load-out, and structural design-engineering-fabrication-erection.

YOUR REQUEST FOR AN ESTIMATE OR PROPOSAL: The procedure begins with resolving a scope of work to funding and timelines to determine what is possible. If a scope of work has is not settled and the project is not funded, we will offer an estimate for the *proposed project* or offer a *proposal for billable work under design-build terms to resolve the scopes of work*. We are judicious about investing time and resources in a proposal. We don't want to waste the effort if it turns out that we were never a serious candidate for your business. Our estimates and quotations will be based on our terms and conditions of an agreement if we are not instructed to base differently. The terms and conditions of an agreement are major direct costs that cannot be ignored.

The scope of work should be clear, complete and logical. The purpose of the scope of work is to outline objectives, translate ideas into costs, order events appropriately, identify the tasks to be executed, determine time-frame of completion, and make assignments to responsible parties.

If a scope of work is not specified and every aspect of the job thoroughly outlined in chronological order with detailed information of direct and indirect costs, terms and conditions expressly stated as they apply to the objectives of the project to settle predicted issues no one will be able to resolve the project. We offer design-build service as a solution to this problem to get a project accomplished. We will determine costing, deliverables, timelines, adequacy of materials-equipment, an execution plan, who does what-when for an affordable fee.

ABOUT PROPOSALS: Proposals are detailed offers that are more comprehensive than bids, estimates, and quotes, are incredibly beneficial for complex projects, and are an absolute requirement by state laws to guide the settlement of an insurance claim and specific performance. A proposal is a preparation of a comprehensive plan and agreement to settle predicted issues saving time and anguish to complete the work. *The price is what you pay; value is what you get.*

A buyer typically wants the lowest cost service provider to perform work under his terms and conditions. But, most frequently the buyer and seller will have to accept some compromises making a deal because it comes down to *“how a seller is willing to sell it”* and *“how a buyer is willing to buy it”*.

The lowest cost construction and maintenance agreement will be generally accepted contract terms and conditions with a balanced assumption of risks compliant with public policy without third party indemnities, standard market insurances, a minimal scope of work, on-time cash flow, and the Client/Owner providing project items.

This proposal includes all the parts of an authorized contract that you should be looking for as a contracting officer: an offer, consideration, acceptance of the offer, and mutual agreement by the parties involved on the basis of definite terms. In order for a contract to serve these purposes it must be detailed. The rights and duties of each party is defined clearly, with little room for interpretation. Issues such as indemnification, time for performance, payment terms, (to name a few) are clearly documented.

The remaining document concerns project management issues along with other pertinent contract and legal requirements. In the world of general contracting, the buyer and seller should leave absolutely nothing to chance. Every offer or obligation that is made should be put in writing and to make an agreement that any third party can easily understand. Conducting work without a signed contract is not a good idea.



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ALL RED AND GREEN ENTRIES ARE EXAMPLE INPUTS AND CLAUSES

1.0) PROPOSAL OFFERED TO:

[Company] (hereafter referred to as "Client-Owner, you, yourself")

Address-location

Town, state, zip code

Client's-Owner's Contracting Officer:

[Manager], *cell phone name@address.com*

2.0) PROJECT NAME AND LOCATION:

Name of project

Location

3.0) **MILLWRIGHT SITES LLC** (hereafter referred to as "MwS, we, us, and our self")

4.0) BACKGROUND OF PROPOSED PROJECT

- [Company] provided scope of work documents that sufficiently explains a scope of work.
- [Company] did not provide scope of work documents that sufficiently explains a scope of work.
- [Company] has not settled the baseline concepts of the proposed project.
- The proposed project is currently indefinite and speculative.
- Details of scopes of work are not settled and the order to proceed with the work will be interrupted.
- This is price driven project.
- This is a performance driven project
- This is a critical path project.

WHEREAS the contracting officer of the proposal project [Company] has requested us to provide design-build service to resolved a scope of work for the proposed project that will include the findings of a brief survey-engineering effort to discover what is possible and the lowest cost alternatives of the project. The brief survey-engineering effort will require [Company] evaluation of a project concepts to move the engineering process forward.

THEREFORE, we are offering a proposal that includes the findings of the brief engineering effort and current job site conditions.

THEREFORE, we are offering a proposal that does not include the findings of a brief engineering effort and current job site conditions.

CONSEQUENTLY, this will place administrative burden on the contracting parties to collaborate problems and decisions to move the proposed project forward because of inadequate information to resolve scopes of work and the costing of the proposed project.

5.0) SCOPE OF WORK SUMMARY

6.0) SCOPE OF WORK STRATEGY



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7.0) ENGINEERING AND DETAILING SCOPES OF WORK:

MwS will Engineer and detail scopes of work of the proposed project for a fee of **\$9,000**

Payments for the engineering and detailing effort will be requested at three stages of the process.

- ✓ 1/3 payment to start the engineering process
- ✓ 1/3 payment to start the consulting engineering review process
- ✓ 1/3 payment for delivery of drawings and specifications

MwS will survey the work site to gather data for the engineering process, produce concept drawings, produce detailed drawings based on approved concept drawings, value engineer the project, and hire a Consulting Engineer to examine and confirm the adequacy of the design. MwS will then adjust all previous work outlined above to meet the requirements of the Engineer of record if any.

WHEREAS detailing and engineering is a process of identifying and solving project problems MwS will not guarantee the project evaluations made before engineering and detailing work is done.

All additional engineering and detailing service work caused by adding scopes of work for "need or want" to the proposed project after the project concept drawings had been approved is additional billable work. Refer to Section 12 "ALTERNATE PROPOSAL FOR COST-BASED SERVICE".

8.0) SUBMITTALS

Engineering calculations, schematics, drawings, and detailed bill of materials will not be provided with the presentation of a proposal. These are scopes of work provided for in the proposal and will be provided on an order to proceed with project. We will provide engineering calculations, schematics, drawings, and detailed bill of materials for approval "just in time of need" before starting work.

9.0) SCOPE OF WORK ASSIGNMENTS OF SPECIFIC PERFORMANCE AND THEIR DEFINITIONS

The purpose of the scope of work assignments is to distribute direct costs to the responsible parties, and to track outlined objectives and costs, order events appropriately, guide the tasks to be executed, and determine time-frame of completion. The scope of work document below lists a distribution of assignments with an estimated schedule of values.

Schedule of values column headings:

Cost estimates are broken down into direct costs and indirect costs.

Direct costs {DC} are directly attributable to the object. The costs of materials, labor, equipment, etc., and all directly involved efforts or expenses for the cost object are direct costs which are the costs necessary to furnish and install the permanent elements of the project.

Indirect costs {IDC} are costs that are not directly accountable to a cost object (such as a particular project, facility, function or product). Indirect costs may be either fixed or variable. These are those costs which are not directly related to production. Some indirect costs may be overhead. *But some overhead indirect costs can be directly attributed to a project and will become direct costs.*

Summary: This is a standard form of accounting method required by U.S. Generally Accepted Accounting Principles, for all levels of professions and regulations for records and audits.

Proposed Scopes of Work Subrogated for need or want:

We shall be compensated for all direct and indirect costs invested-associated with the scopes of work subrogated by **[Company]** unilateral modification to this proposal-agreement when the modification is made. Scopes of work, the terms of our proposal, and the proposal prices are not offered severable because their separation will create consequences that will change costing.



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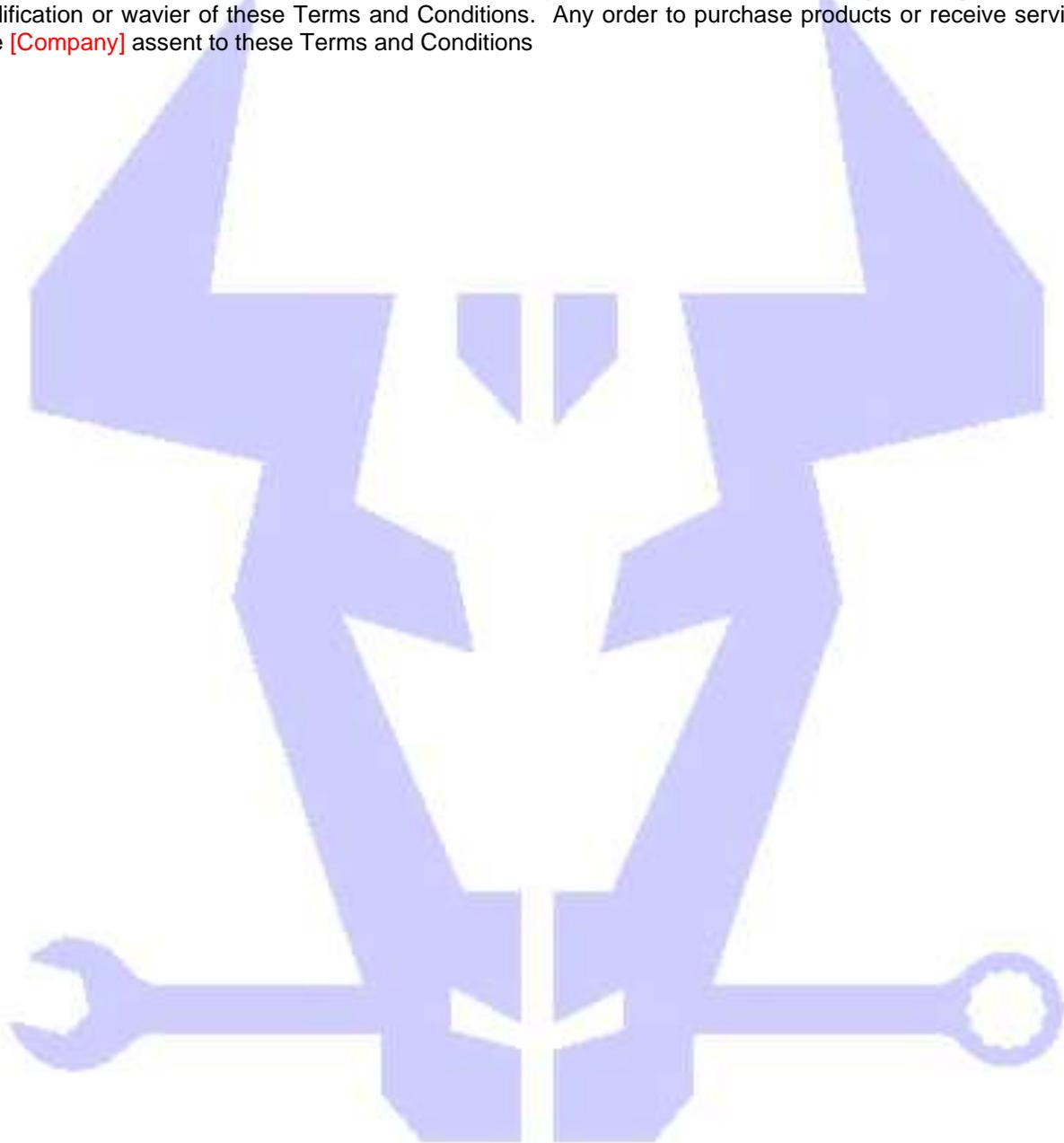
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11.0) NOTICE:

MwS's sale of any products and services is expressly conditioned on [Company] assent to these Terms and Conditions. Any acceptance of MwS's offer is expressly limited to the acceptance of these Terms and Conditions and MwS expressly objects to any other additional or different terms slipped-in by [Company]. [Company] forms shall not modify these Terms and Conditions, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these Terms and Conditions. Any order to purchase products or receive services shall constitute [Company] assent to these Terms and Conditions





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12.0) ALTERNATE PROPOSAL FOR COST-BASED SERVICE

ESTIMATE-PROPOSAL OFFERED TO: _____

DATE: _____

Scope of Work Summary of disciplines for named project: ASSIGNMENTS Client-Owner = [] or MWS = [] not applicable ~~strike text~~

- [] **Repairs to mobile equipment** normally found at manufacturing and process facilities including cranes, boom lifts, trac mobiles, loaders, excavators, lift trucks
- [] **Design-Engineer Service** providing 3D modeling and detailed fabrication drawings, BOM, CNC instructions for beam line and plate shape cutter.
- [] **Design-Engineer Service** providing 2D modeling and detailed fabrication drawings, CNC instructions for beam line and plate shape cutter.
- [] **Survey and investigate project site** to gather critical information for engineering and fabrication. Calculation of loads and flows
- [] **Professional Engineer** review of adequacy, site inspection, certification PE seal documents
- [] **Noise Attenuated Control Pulpit** for any location complete with windows, HVAC, electric power, lighting, wiring and CPU racks
- [] **Concrete** – new work & repairs, paving, foundations on grade, deep foundations, walls, suspended floors & mud jacking
- [] **Water Blasting** – surface cleaning, tube polishing, clearing pipe lockage, concrete demolition
- [] **Crane Systems** – design, engineering, testing, modifications, crane way service
- [] **Ventilation** – building heat relief-fresh air, flues, cyclone system, bag house filter
- [] **Dismantling-transport-reassembly** of manufacturing and processing equipment
- [] **CNC shape cutting** of metal plates and sheets in our fab shop or on the job
- [] **Processing equipment** installation-maintenance-retro fit-fixes-repairs
- [] **Automation** – overall process for the development of control logic
- [] **Belt-drag-screw conveyor** installations, replacement, repairs
- [] **Equipment** – installations, retro fits, upgrades & motion tests
- [] **Piping** – above and below ground for fluids, gases and solids
- [] **Maintenance** – fixes, repairs, upgrades and replacement's
- [] **Bucket elevator-distributors-spouting** installations
- [] **Material handling** conveyors, elevators, bulk storage
- [] **Remote access work** – accessing the inaccessible
- [] **Office** for typical or specialized usage or location
- [] **Doors** installation, replacement, repair, upgrade
- [] **Steel Fabrication** – on site, in our fab shop
- [] **Alignment** of power to load rotation shafts
- [] **Special buildings and structures**
- [] **Rail** receive and loadout systems
- [] **Determination of scope of work**
- [] **Demolition** – radical, surgical
- [] **Castellated Beams**
- [] **Concrete sawing**
- [] **Concrete coring**

SCOPE OF WORK SUMMARY:



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SCOPE OF WORK SUMMARY continued from previous page:

time-cost-discipline differentials of work schedules

Service Rates priced by factoring hourly wage rates of disciplines required. Travel, stand-by time and cancelation of mobilized crews is billable time. 12-hour maximum work shift each day – minimum order required. Per-Diem is one-man hour of work schedule. Weekly invoice cycle – payments due within 14-days	40 hrs/wk day shift Monday thru Friday	50 hrs/wk day shift Monday thru Friday	60 hrs/wk day shift Monday thru Saturday	70 hrs/wk day shift Monday thru Sunday	12 hrs day shift Saturday Sunday appointment	12 hrs/shift Emergency Critical Path Holidays
Installations, Retro-Fits & Repairs – base rate FACTOR	3.31	3.46	3.57	3.65	4.08	4.86
Averaged Motion Millwright Crew for installations, retro-fits and repairs at manufacturing and processing plants	\$99	\$104	\$107	\$109	\$123	\$146
Averaged Construction Crew for construction-repair work at manufacturing and processing plants	\$83	\$87	\$89	\$91	\$102	\$122
Engineering Service - including survey to gather data, development of a concept, identifying and solving problems, production of plans and specifications, time-cost management Gantt Chart and comprehensive costing spread sheet	\$81	\$85	\$87	\$89	\$100	\$119

Basic cost-plus rate of direct costs is 25% mark up of cost for a 20% margin

[] \$ _____ **estimated direct costs**

[] \$ _____ **MWS service & indirect costs**

[] \$ _____ **Project Estimate**

Offered: _____ Date: _____ Acceptance: _____ Date: _____
Floyd Hurst [Manager]

I have the authority to bind Millwright Sites LLC

I have the authority to bind [Company].

The above terms and conditions are accepted and **MWS** is authorized to proceed with the cost-plus work up to \$ _____ with this authorization. Additionally, the Millwright Sites LLC "General Terms and Conditions for The Sale of Products and Services" is also accepted. General Terms and Conditions for the sale of products at www.millwrightsites.com/proposal/proposal.pdf



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13.0) SCOPES OF WORK EXCLUDED FROM OUR PROPOSAL AND PROVIDED COST-PLUS

- 13.1) Conference calls
- 13.2) Email maintenance
- 13.3) Third party certifications
- 13.4) Daily reports and meetings
- 13.5) Removal of obstacles to work.
- 13.6) The additional costs of interference with our work.
- 13.7) Project permits and fees payable to governments.
- 13.8) Quality assurance and quality control inspections.
- 13.9) Work not included in the proposal baseline scope of work.
- 13.10) Modifications to structural steel on job site that was provided by others.
- 13.11) [Company] crafted-mandated safety measures.
- 13.12) Work that may be ordered by the [Company] on the fly.
- 13.13) Compulsory subscription to a procurement manager hired by [Company].
- 13.14) Signage and barricades when we are working on private property and private property access right of way to private property near public parking, public right of ways, roads, and highways **for less than one hour**.
- 13.15) Provisions and maintenance of signage, barricades, traffic controls, and flagman when we are working on public property and private property access right of way to private property on or near public parking, public right of ways, roads, and highways **for more than one hour**.

14.0) THE COSTING BASELINES OF OUR PROPOSAL

An overall project or a work item will be price driven or performance driven by deciding delivery options.

- 14.1) Work schedule:
You can change the work schedule of a work item or the overall project for time-cost differential rates shown in section 17.12 Time-Cost Differentials of Work Schedules
 - ✓ 40-hour work week, day shifts Monday thru Friday delivering 480 man-hours of production per month
120 man-hours per week
 - ✓ We will not work over time and holidays.
 - ✓ We will work schedules of best work efficiency.
- 14.2) Order of priorities of project costing decisions:
 - ✓ 1st Priority is the lowest cost alternative of materials and service
 - ✓ 2nd Priority is the specifications and perfection of the scope of work
 - ✓ 3rd Priority is the timelines of our event driven performance of milestone events
- 14.3) Our performance shall price driven performance being set apart by the time element and the scopes of work baseline that you purchase for the price.
- 14.4) Unlimited access to the work site.
- 14.5) Ordinary OSHA and MSHA safety measures.
- 14.6) Our work will comply with IBC codes when applicable.
- 14.7) We will employ methods that accommodate low wage labor.
- 14.8) We will manage our risks with proven methods of our choice.
- 14.9) We are not assuming any liability for pre-existing site conditions.
- 14.10) Our work will comply with USA industry codes when applicable.
- 14.11) We will make sub-contract agreements for the benefit of lower cost.
- 14.12) [Company] corporate crafted safety directives will be billable cost plus.
- 14.13) We will provide non-union labor and will not be required to pay any labor union fees.
- 14.14) MwS will not be responsible for the consequences of defects in the plans and specifications." when MwS is "bound to build according to plans and specifications provided by [Company].
- 14.15) MwS will not be responsible for the consequences of the incomplete scope of work purchased by [Company].



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- 14.16) We will provide the lowest cost materials and installation methods that are compliant with applicable project published objectives, specifications, applicable codes and regulations.
- 14.17) A payment plan based on milestone events that will provide a consistent cash flow to offset a project financing requirement.
- 14.18) The cost of compliance of additional contract terms and conditions introduced to us after we submit a proposal will be added to our proposal and invoiced lump sum.
- 14.19) Annual compulsory subscription to a third-party procurement manager that your company wants will be invoiced lump sum for administration and for indemnity binders at the time of need.
- 14.20) Obstacles to our work do not exist, or we will be paid to remove the obstacles to work, and if obstacles are not removed, we will be paid to cope with the obstacles.
- 14.21) Job set up and our staging area is a very important cost control issue of our work effort. We shall be granted an on-site staging area with access to a minimum of 12kva 120/240 volt of electric power supply. It shall be agreed that we shall be given additional compensation for (1) relocating a job set up and a staging area if ordered to relocate (2) and any incurred loss of work efficiency resulting from the relocated job set up and staging area.

15.0) ESCALATION CLAUSE FOR CONTRACT PRICE

One of the two contracting parties assumes the risk of cost escalation.

- 15.1) **[Company]** shall assume the risk of cost escalation of the following:
 - 15.1.1) All direct cost of the project
 - 15.1.2) Obstacles to MwS work assignments
 - 15.1.3) Contractors that **[Company]** hires
 - 15.1.4) Cost of services that **[Company]** hires
 - 15.1.5) The cost of environmental directives
 - 15.1.6) The costs incurred by interference with our work
 - 15.1.7) The costs of the consulting Engineer's directives
 - 15.1.8) Additional work caused by changed conditions, unforeseen conditions, unconfirmed conditions and unexpected work interference from the date of quotation and during our work performance.

15.2) We assume the risk of cost escalation of the following:

- 16.2.1) The indirect cost of unincorporated materials and services that we are commissioned to provide.

16.0) BILLABLE ADDITIONAL WORK ITEMS OF INFORMED CONSENT

We shall not be required to halt our operations for your authorization of billable direct costs and additional work caused by changed conditions, unforeseen conditions, unconfirmed conditions and unexpected work interference from the date of quotation and during our work performance.

Billable work items of informed consent shall be based upon a clear appreciation and understanding of the facts, implications, and consequences of an action and non-action.

Billable work items are specified in this offer, with some specified under the headings of Exceptions, Proposal Baselines, Cost Escalations and Work Orders On-The-Fly. We will provide a summary report of our specific performance and photos to support the billable additional work.

If this provision of our proposal is not acceptable and you want to delete this provision from an agreement we need to affirm your understanding of the consequences of deleting the provision as follows: The resulting billable work caused by changed conditions, unforeseen conditions, unconfirmed conditions and unexpected work interference will escalate cost and timelines of milestone events when on-time action is delayed, postponed, and rescheduled, and the overall work objective may not be completed, remain accessible, and may cause costly unexpected future events.

Acceptance of the consequences for deleting this proposed provision: _____ Date: _____



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[Manager] I have the authority to bind [Company].

17.0) TIMELINES

The timelines of a project are critical issues that require clear definitions. The following conditions define the timelines and explain the costing of the timelines and sets the obligations of the parties to timelines.

- 17.1) This offer will expire within **10-days** if your intent is not given.
- 17.2) Our scheduling of work will be based on the following milestone events that are generally accepted in the industry as an essential event for binding an agreement: (1) Acceptance of a proposal authenticated by signature or an official corporate purchase order (2) A payment to trigger an event complying with our proposal (3) Approval of submittals and drawings returned to us.
- 17.3) Our submittals, drawings, and details of work will be provided "**just in time**".
- 17.4) **20-days** of lead time after an order to proceed with the work for mobilization and job set up
- 17.5) Our scheduling of work will be based on the following milestone events that are generally accepted in the industry as an essential event for binding an agreement: (1) Acceptance of a proposal authenticated by signature or an official corporate purchase order (2) A payment to trigger an event complying with our proposal (3) Approval of submittals and drawings returned to us.
- 17.6) The time-cost differentials of indecisions and inactions shall reside with the contracting party lacking the on-the-spot representation of authority and on time performance.
- 17.7) Any interference with our work will justify later commission dates and will extend the work schedules, our agreement and billable expenses.
- 17.8) Any performance penalty deal must be equal to a performance bonus deal.
- 17.9) Our Gantt-Chart is a planning tool that is updated when input data changes and shall not be construed as our commitment of time driven performance or providing critical path methods.
- 17.10) No phase of work or items of work shall be promoted from the proposal baseline to another work schedule without compensating us for the time-cost differentials of the work schedules.
- 17.11) The **Critical Path Method** is a step-by-step project management technique for process planning that defines critical and non-critical tasks with the goal of preventing time-frame problems and process bottlenecks with construction and maintenance projects, and requires extensive planning, redundant resources, and event training.
- 17.12) **Time-Cost Differentials of the Work Schedules**

This proposal is baselined to a work schedule. You can change our work schedule of a work item or the overall project for time-cost differential rates shown below. Vendors most likely will not comply or will request work acceleration fees greater than our rates shown below. Change orders on-the-fly usually are not a good idea and completion of the original work ordered is recommended to be completed with an intent to change the outcome of work later with an additional work order. Costing of an accelerated work schedule will be cost-plus terms. Rental equipment is charged by clock-hours and service providers retain rights to quote each request.

Monday thru Friday 10-hour day shifts 40-hour work week 480-man hours/month 60 calendar days lowest cost schedule PROPOSAL BASELINE	Monday thru Friday 10-hour day shifts 40-hour work week 480-man hours/month 55 calendar days 106% of lowest cost proposal baseline	Monday thru Saturday 10-hour day shifts 60-hour work week 480-man hours/month 50 calendar days 110% of lowest cost proposal baseline	Monday thru Sunday 10-hour day shifts 70-hour work week 480-man hours/month 45 calendar days 113% of lowest cost proposal baseline	Critical Path work schedule as required for scope of work 480-man hours/month 45 calendar days 148% of lowest cost proposal baseline
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18.0) WORK ORDERS AND NOTIFICATIONS ON THE FLY:

Work-orders-on-the-fly is a result of "need" or "want" of [Company]. We will not act on any need or want of [Company] without written authorization. This shall not be construed with billable work items of informed consent such as changed conditions, unforeseen conditions, unconfirmed conditions and unexpected work interference with work ordered to proceed.

Notifications are a courteous and practical-necessary business conduct.

Notification of our intent to invoice specific performance work items of informed consent:

We are not be required to halt our operations for your authorization of billable direct costs and additional work caused by changed conditions, unforeseen conditions, unconfirmed conditions and unexpected work interference from the date of an "order to proceed with work" and during our work performance. Billable work items of informed consent are based upon a clear appreciation and understanding of the facts, implications, and consequences of an action and non-action. Billable work items are specified in terms and conditions of service, with some specified under the headings of Exceptions, Proposal Baselines, Cost Escalations and Work Orders On-The-Fly. We will provide a summary report and photos to support the billable additional work.

Notification of delivery of site-specific documents delivered to [Manager] on site :

Change Work Order:

Scopes of work that were included in the original scope of work purchased but the outcome of scope of work is ordered changed for need or want. Amount of interim payment = Amount of additional payment =

Additional Work Order:

Scopes of work added for need or want that was not included in the original scope of work purchased. Amount of additional payment =

Accelerate Work Order:

Billable at a rate increase of % for remaining work at a starting date of

Stop-Suspend Work Order:

Billable at a rate of set amount for project per day of

Delete Work Order:

Billable at 70% of deleted work value

Demobilization-Remobilization Work Order:

Billable for set amount of

Excessive Safety Order:

WORK SUMMARY:

PAYMENT:

Offered: _____ Date: _____ Acceptance: _____ Date: _____

Floyd Hurst

[Manager]

I have the authority to bind Millwright Sites LLC

I have the authority to bind [Company].

The above notifications of billable work are accepted and **MwS** is authorized to proceed with the cost-plus work up to \$_____ with this authorization. Additionally, the Millwright Sites LLC "General Terms and Conditions for The Sale of Products and Services" is not amended or changed.



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19.0) AUTHORITY:

The responsibility of the time-cost differentials of indecisions and inactions shall reside with the contracting party lacking the on-the-spot representation of authority and performance.

WHEREAS, the contracting officer's hereafter listed for MWS "have the authority to bind the Corporation" they represent and can provide a corporate certificate to that authority.

Floyd Hurst - President floyd.hurst@outlook.com 210.669.6552
Susan Hurst – Secretary Treasurer susan.hurst@outlook.com 830.560.2109

WHEREAS, the contracting officer's hereafter listed for [Company] "has the authority to bind the Corporation" they represent and can provide a corporate certificate to that authority.

[Company] authorized agent [Manager]

20.0) SEVERABILITY:

If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable. Any delay, waiver or omission by either party to exercise any right or power arising from any breach or default by the other party of any of the terms, provisions or covenants of the Acceptance shall not be construed, except as herein otherwise set forth, as a waiver by either party of any subsequent breach or default of the same or any other terms, provisions or covenants by the other party.

Should any provision hereof be deemed contrary to the laws of Texas, such provision shall be deemed severable from this acceptance and not affect the enforceability of the balance of this acceptance.

21.0) FORCE MAJEURE:

No failure nor commission by either party in the performance of any obligation pursuant to this acceptance shall be deemed a breach of this Acceptance or create any liability if the same shall arise from any cause beyond the reasonable control of a party, including, but not restricted to, acts of God, fire, storm, flood, earthquake, riots, strikes or other work stoppage, war, difficulties from any energy shortage, raw material shortage or governmental acts or guidelines, or other causes beyond the control of MWS. A party whose performance is affected by said conditions shall promptly inform the other of the details of such cause and shall endeavor to rapidly remedy the cause, if within their ability to do so, and resume its obligations as soon as possible after such cause shall have been removed.

22.0) RELEASE OF LIABILITY

This release of liability form waives all present and future claims associated with the specified activity. This means that [Company] is foregoing the right to claim damages prior to the initiation of the risky activity. So, both releasor and releasee should be clear on the scope of potential risks prior to formalizing the agreement.

We shall not be held financially responsible for the following:

- 22.1) English only communications.
- 22.2) Removal of obstructions to our work.
- 22.3) Flawed safety mandates of [Company].
- 22.4) Damages to under-ground infrastructures.
- 22.5) Our estimates of the projects direct-costing.
- 22.6) Delays of supply chains and sub-contractors.
- 22.7) For the acts of others that are not our agents.
- 22.8) The time-cost differentials of risk management.
- 22.9) Our usage of on-site storage and staging areas.
- 22.10) Pre-existing contamination of the job site property.
- 22.11) Defects in the plans and specifications provided to us.
- 22.12) Errors and omissions in the scope of work purchased.



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- 22.13)
- 22.14) Water flows of any nature thru pipes or across surfaces.
- 22.15) The consequences of our enforcement of safety mandates.
- 22.16) The impairment of equipment and infrastructures during work periods.
- 22.17) The errors and omissions of plans, specifications and instructions provided to us.
- 22.18) Our usage of job site electrical power, water supply, and compressed air supplies.
- 22.19) The cost of quality control and quality assurance of incorporated materials-equipment provided to us to install.
- 22.20) The subject matter and the consequences of documents that have been delivered to [Company] authorized agent [Manager] and have not been signed, reviewed, authorized, and or acknowledged.
- 22.21) The airborne fugitive materials inherent from job site activities. Fugitive-migrating mud and water inherent from job site activities - collecting on grounds, crossing grounds, being tracked across grounds by wheel traffic, and tracked into buildings by foot and wheel traffic.
- 22.22) The consequences of the temporary storage of demolition and excavated spoils. We will remove job site spoils when load-out, transportation-custody, and disposal site responsibly for the spoils can be scheduled for the lowest cost.
- 22.23) Public complaints of the work site, our interference with foot and road traffic, and our work schedule.
- 22.24) Our usage of hard security methods and equipment to protect our resources and materials on the job site.
- 22.25) Provisions and maintenance of signage, barricades, traffic controls, and flagman when we are working on public property and private property access right of way to private property on or near public parking, public right of ways, roads, and highways.
- 22.26) Damages to ground caused by water, wheel and track pad traffic, and the remediation of the resulting slush-mud caused by our work efforts. Damages to insufficient load bearing capacity grounds and paving for the work ordered for the project. Abrasion damages to concrete and asphalt paving cause by others performing similar work and using similar equipment. Damage to asphalt paving caused by turning wheel traffic that up-lifted-distorted the asphalt paving usually resulting avoiding obstacles in a drive path. All paving that fails to support loads that the public roads will support.
- 22.27) Transfer of risks and accountability for agreements, errors, and omissions of an Engineer, Architect, General Contractor, and project Owner.
- 22.28) Damages and outage expenses of job site infrastructures caused by our work efforts including and not limited to strayed voltage of welding, concentrated load bearing, drilling, sawing concrete walls floors and decks, excavation, and demolition. The responsibility to protect infrastructures resides the owner of the infrastructures until a transfer of risk is properly resolved in writing with MwS.
- 22.29) Any intentional or negligent act or omission of the others in the performance of this contract. We are not holding harmless, indemnifying, and defending the public, any individual, or any entity not commissioned by us with respect to any intentional or negligent act or omission of the other party or any employee, agent, or contractor of the other party.
- 22.30) Delays caused by, high winds, wet conditions, dust, heat, cold, emergencies, unplanned plant outages, interference of others, accidents of others, unexpected work orders from [Company], late payments, OHSA and MSHA visits, audits and mandates on-the-spot, enforcement of safety mandates, breakdown of specialized equipment, epidemics, public disruptions, omissions and errors of Engineer's documents, and incorrect and incomplete custom fabrications and equipment provided to us by [Company].
- 22.31) The [Company] operational expenses and loss of income caused by warranty re-work, rescheduling warranty re-work, and work stoppage caused by [Company] withholding payments to us.
- 22.32) Our use of cameras for pricing work, surveying, engineering, security, surveillance, sales and photo records.
- 22.33) Our compliance and the compliance of our agents, vendors and sub-contractors with the State property code mandates delivering notices to the project owner and his lender, and filings of unpaid accounts and custom fabrications that protect their investment in the project.
- 22.34) [Company] events, alarms, and shut downs managed by automated controls alleged to have been triggered by our work.
- 22.35) Any obligation to [Company] client agreements and commitments.



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23.0) WORK SAFETY

Work safety is defined as the prevention of bodily injuries, damages to facility infrastructures, production and inventory losses, electronic programs and data losses, and income losses. All of our efforts to manage risks and prevent losses shall be guided by proven technical procedures explained in the English language. All mandated rules shall be subject to a proven technical directive and on-the-spot tests to confirm the difference of the consequences of safety rule directive to a proven technical directive. All individuals and entities working-at-risk commissioned by MwS shall have the right to (1) compensation for working at risk (2) witness a demonstration of a safety directive (3) practice safety measures in actual work conditions (4) test dependent equipment in actual work conditions (5) and confirm capabilities of rescue squads in actual work conditions before assuming personal liability for the consequences of the safety directives. [Company] shall bear all the expenses to comply with forementioned MwS requirements and MwS shall be paid in accordance with the cost-plus rates of "ALTERNATE PROPOSAL FOR COST-BASED SERVICE".

We will perform our work guided by ordinary OSHA, MSHA safety measures and manage our risks with the proven methods and equipment of our choice. Corporate crafted safety directives, excessive safety directives, and site-specific safety precautions are billable under cost-plus terms.

Remote access and the transverse of depths and heights shall be strictly guided by RATA and SPRAT procedures. Remote Access Technicians (RATs) shall be commanded only by a proven competent RAT supervisor. Confined space work shall be supervised by a proven competent OSHA supervisor and access attendant. We will rehearse and conduct recovery and rescue practice drills before starting work.

We will provide documented crane-lift plans and crane operation checks lists for [Company] approval before lifting and moving loads.

We require that the documented-certified-competent client representative who can bind [Company] to sign documents at time of need concerning all the above issues before starting work.

We reserve the right at our discretion at any time to defer scopes of work at risk based on our on-the-spot decision. Furthermore, we will not resume-resurrect scopes of work at risks until all issues of our objections are settled.

24.0) INDEMNIFICATION

Neither party assumes any liability to third persons with respect to any intentional or negligent act or omission of the other party or any employee, agent, or contractor of the other party, in the performance of this Contract.

Each party agrees to indemnify and hold the other party and its directors, officers, members, employees, and agents from and against all demands, claims, losses, damages, judgments, expenses and costs (including attorney fees) arising out of or relating to any and all personal injury or property losses arising out of or related to the performance of this contract; provided, however, that reasonable notice, authority and information to defend is given. And, provided that parties will have no such indemnification obligations to the extent that such demands, claims, losses, damages, judgments, expenses and costs are based on, or arise out of the other party's willful or negligent acts or omissions.

- 24.1) Coverage will not exceed that permitted by law.
- 24.2) Coverage is restricted to amount required by contract.
- 24.3) Governed by the Texas Statutes Insurance Code and laws.
- 24.4) Insurance coverage's-benefits are based on a signed contract prior to loss.
- 24.5) All contractual obligations that we make are made by our corporate officers.
- 24.6) Any issues of our liability are based on our presence and operations on the job site.
- 24.7) We handle the settlement of all claims and will not agree to the intervention of others.
- ~~24.8) Insurance coverages to indemnify our company as the primary insured and [Company] as the additional insured for loss arising from our work and our fault.~~
- 24.9) Our liability shall be limited to contract amount of the agreement we make and the service that we provided.



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- 24.10) Any special market indemnity and additional indemnity binders that your company wants are billable lump sum on an order to proceed with the work.
- 24.11) We are not assuming financial responsibility for (a) uninsurable risks (b) risks that we cannot manage (c) the negligence of others not commissioned by us (d) the personal behavior of any person not commissioned by us (e) pre-existing liabilities of [Company] (f) and automated control systems that we service that do not include functional error check shut down routines.
- 24.12) We are not providing: (a) **bonds of any type** (b) **Builder's Risk Insurance** (c) **Owner's Protective Liability Insurance** (d) **Engineer-Surveyor Omissions & Errors Insurance** (e) **Pollution Insurance** (f) **Warranty Insurance** (g) **Broad Form General Liability Insurance** (h) **Intermediate Form General Liability Insurance** (i) **Riggers Liability Insurance** (j) **errors and omissions liability insurance applicable to design-build engineering**
- 24.13) *Commercial General Liability* form ISO form CG 00 01 04 13
Texas standard coverage's (Texas Insurance Code 151.102)
\$1,000,000 aggregate of limited form indemnity
Endorsements: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury Liability Insurance, Limitation of Coverage to Designated Premises or Project (CG 21 44), **Railroad ROW's. Contractual Liability—Railroads CG 24 17 or CG-24-27 limits injury or damage that is caused in whole or in part by the contractor or those acting on the contractor's behalf**
Exclusions: Expected Or Intended Injury, Damage To Our Product, Damage To Our Work, Damage To Impaired Property Or Property Not Physically Injured, Recall Of Products, Work Or Impaired Property, Personal And Advertising Injury, Electronic Data, Recording And Distribution Of Material Or Information In Violation Of Law, Engineers, Surveyors, Silica, Bacteria, Fungi, Pollution, Overspray, Nuclear, Asbestos, Lead, Cross Suits, Broad Form Indemnities, Wavier of Subrogation, Contractual Liability, Residential, and Additional Insured – Clients/Owners.
- ~~24.14) **Additional Insured—owners, lessees or contractors**
Employers Mutual Casualty Company form CG7650(9-09)~~
- 24.15) We are a subscriber to Texas State *Worker's Compensation Insurance* system and we comply with Texas Labor Code 406.121 and 406.141
- 24.16) *Auto Liability* **\$1,000,000** Texas State limit each occurrence

25.0) **TEXAS STATE SALES AND USE TAX**

[Company] shall pay the taxes or provides us a "tax exemption certificate".

The payment or exemption issues of state tax liabilities shall be settled before work begins and audited after work is completed to settle any outstanding liabilities to complete this contract.

26.0) **PAYMENT TERMS**

- 26.1) All of our specific performance as-built is billable work.
- 26.2) The billing cycle for quoted service is based on milestone events.
- 26.3) Incorporated materials and equipment shall be invoiced before time of need to meet the requirement of "*only unencumbered materials and equipment shall be installed*".
- 26.4) "Payments to trigger an event" are firm requirements of MwS.
- 26.5) Custom fabrications shall be invoiced 1/3 on an order to process engineering-detailing, 1/3 on an order to process fabrication based on approved drawings, and 1/3 for shipment.
- 26.6) We will provide "direct cost items" for a cost-plus rate of cost + **25%** for a **20%** margin.
- 26.7) The billing cycle for cost plus work is weekly, Monday thru Sunday.
- 26.8) Our CREDIT TERMS do not exceed 15 days and **\$20,000**
- 26.9) The progress of the work is dependent on the payments we receive.
- 26.10) Payments for project direct costs shall be made in full.
- 26.11) 10% retainage is accounted for in the payment schedule of milestone events and we will have completed the work with a 10% unpaid balance. The goal of milestone payments is at least two-fold: generating our operating cash for the production and providing insight to manage the project. Milestone payments are a



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series of payments each of which is made upon the accomplishment of defined objectives. Well-structured payable milestones are the primary means of managing the project.

- 26.12) WRITTEN NOTICE: If Millwright Sites LLC is not promptly paid within the limits provisioned by this accepted proposal, and has not been given written notice-list of specific reasons for nonpayment and given a reasonable opportunity to cure the listed items, or offer a reasonable amount to compensate for listed items that cannot be promptly cured, Millwright Sites LLC may immediately suspend contractually required performance, and demand payment for all the expenses of a “suspend work order”, “stop work order”, remobilization, payment collection, interim finance fee of the unpaid balance provisioned by this accepted proposal and the **Texas** Property Code.
- 26.13) Payments shall be made to us with ACH electronic transfer of funds.
- 26.14) This offer does not include the cost of interim financing of the project. Unpaid balance will be promoted to interim financing starting the **15th** day of an unpaid invoice at a daily interest rate of **\$1per day per \$1000**
- 26.15) **[Company]** shall not withhold payment to us for cause of a claim notice, a filed affidavit, an accident, an unplanned event, a delayed inspection and approval, and interference to our work.
- 26.16) In the event the work is done pursuant to an insurance claim, any delays in payment or non-payment by an insurance company does not excuse Client-Owner from full payment of the contract price according to the terms contained herein.
- 26.17) We shall not be required to agree to indemnity clauses as a condition of payment.
- 26.18) Substantial completion is defined and based on:
- ✓ The original work ordered has been completed.
 - ✓ A scope of work item is ready for its intended use.
 - ✓ A system or item is ready to be commissioned to service.
 - ✓ A pre-specified payment milestone event has been achieved.
- 26.19) Substantial completion is dependent only on the original work order and not dependent on any other work order issued after original work order was issued and including an alleged warranty or punch list.
- 26.20) As part of consideration for our work on the project, **[Company]** agrees to accept and execute our Certificate of Substantial Completion in the form submitted by us upon substantial completion of a project phase, an independent foundation, a structure, an operating system of the project, a group of work items, and the total project.
- 26.21) Certificates of Substantial Completion shall execute a final inspection, a commission date, a date of warranty, and a release of payment.
- 26.22) Wavier of liens are valid after payments are made.
- 26.23) Interest cost, work orders, debits and credits will be reconciled to the final invoice
- 26.24) Payments are due and payable at our offices located at 2431 Friesenhahn Road, in the City of Seguin, in Guadalupe County, in the state of Texas, 78155, in the USA, governed by the laws of Texas and the USA.



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26.25) CERTIFICATE OF SUBSTANTIAL COMPLETION

Substantial completion is defined and based on:

- ✓ A pre-specified payment milestone event has been accomplished.
- ✓ A system or a scope of work that is commissioned to service.
- ✓ The scope of work ordered has been completed.
- ✓ A scope of work is ready for its intended use.

Substantial completion is dependent only on the original work order and not dependent on any other work order issued after original work order was issued and including an alleged warranty or punch list.

As part of consideration for our work on the project, the [Company]. agrees to accept and execute our Certificate of Substantial Completion in the form submitted by us upon substantial completion of a project phase, an independent foundation, a structure, an operating system of the project, a group of work items, and the total project.

Certificates of Substantial Completion shall execute a final inspection, an acceptance of work done, a commission date, a date of warranty, and a release of payment due us.

CHECK OFF A PRE-SPECIFIED MILESTONE EVENT FOR THIS CERTIFICATE

- Structural steel has been delivered in good condition to [Company] and properly stored.
- Millwright Sites LLC has mobilized to [Company]
- 1st FK Pump Skid has been commissioned to service and is operating properly.
- 2nd FK Pump Skid has been commissioned to service and is operating properly.
- 3rd FK Pump Skid has been commissioned to service and is operating properly.
- 4th FK Pump Skid has been commissioned to service and is operating properly.
- 48 new pipe supports have been installed and 20 existing pipe supports have been removed
- All of the above are commissioned to service and are operating properly.

Offered: _____ Date: _____
Floyd Hurst I have the authority to bind Millwright Sites LLC

I have inspected the above scopes of work and have determined that all of the above is ready to be commission to it's intended service and **MwS** is entitled to a payment of \$ _____ with this authorization.

Additionally, the Millwright Sites LLC "General Terms and Conditions for The Sale of Products and Services" is not amended or changed.

Acceptance: _____ Date: _____
[Manager] I have the authority to bind [Company]



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27.0) EQUIPMENT AND MATERIALS:

If materials and equipment for this Project/work are ordered and cancelled before work on the Project commences, the [Company] is responsible for any restocking costs and inbound and returned shipping charges to us. If materials and equipment are specially ordered to [Company] specifications, [Company] is responsible for the entire value of the order as soon as production of said materials begins. We will retain title to any materials that may be furnished until final payment is made and if settlement is not made as agreed, we shall have the right to remove same and we will be held harmless for any damages resulting from the removal thereof.

28.0) WARRANTY:

Work includes a ONE (1) year limited warranty on labor and workmanship. Warranties on materials furnished by us do not cover abuse, neglect, alterations or damages caused by others and are also limited to the manufacturer's warranty.

29.0) REMEDIES:

If written Notice of defects or our non-performance of this contract or any part hereof has not been received by us within fifteen (15) days of the earlier of: (a) receipt of our request for payment (b) receipt by us of a Certificate of Substantial Completion; or (c) we advise the Client/Owner that we have completed the Project/Work described in the aforesaid contract, then the Project and the work performed in conjunction therewith shall be deemed to have been unqualifiedly accepted by [Company], and [Company] has waived any and all claims with respect to said Project/work and material and performance by us of this contract. No such claims against us of any kind shall be valid except those raised in writing by [Company] during our performance of this contract or as set forth herein. On no account shall we be liable to [Company] for consequential damages and liability of customer as to any claim for any loss or damages arising out of, connected with, or resulting from the Project/work performed by us and in no case shall our liability exceed the price of the project to which the claim relates.

30.0) ENTIRE AGREEMENT/AMENDMENTS

This proposal is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. Any alteration or deviation from the provisions on the front of this contract and this page will be valid only if made upon written Change Order signed on behalf of [Company] and our authorized agent and will be subject to extra charges over and above the amount set forth in the Contract.

This Contract shall become a contract between Millwright Sites LLC and [Company] upon the signature of [Company] authorized agent and/or issuance of [Company] purchase order and is subject to the Force Majeure provisions hereinabove set forth. Copies of this document disclosing signatures of the parties shall have the legal effect of an original. This Contract may be executed in counterparts with the same force and effect as though all signatures appeared on one original document. Facsimile signatures are binding and enforceable.

Contract modifications are of the following types:

- (a) *Bilateral*. A bilateral modification (supplemental agreement) is a contract modification that is signed by the contractor and the [Company] contracting officer. Bilateral modifications are used to-
 - (1) Make negotiated equitable adjustments resulting from the issuance of a change order;
 - (2) definitize contracts (to cause to become definite); and
 - (3) modifying the terms of contracts.



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(b) *Unilateral*. A unilateral modification is a contract modification that is signed only by a contracting officer of a contracting party and submitted to the other contracting party with a timeline of informed consent and enforcement. Unilateral modifications are used, for example, to

- (1) Make administrative changes;
- (2) Issue all types of work orders;
- (3) Adjust projected direct costs to current market structure
- (4) Make changes authorized by clauses and Issue notices.

31.0) UNILATERAL MODIFICATION

A contracting party may change prices, fees, the services and/or the terms and conditions of this agreement in the future unless this agreement or applicable law specifies otherwise. The contracting party making the modification will give the other contracting party **ten (10)** days prior written notice of any significant change to this agreement. If the contracting party receiving the notice of modification finds the change unacceptable, he has the right to cancel services. However, if the contracting party receiving the notice of modification continues to provide or receive services as the case may be after the end of the notice period (the "Effective Date") of the change, the contracting party receiving the notice of modification will be considered to have accepted the changes. Thereafter, the contracting party receiving the notice of modification may not modify this agreement by making any typed, handwritten, or any other changes to it for any purpose.

32.0) TERM – DURATION OF THIS AGREEMENT

This agreement shall commence upon the date of execution, and shall continue in force until the obligations contained in the entire Agreement have been fulfilled, or until terminated by either of the parties hereto, as provided for herein.

33.0) CHOICE OF LAW

These Terms of Service shall be construed and enforced in accordance with the laws of the State of **Texas** without regard to the choice of law principles thereof.

34.0) WAIVER OF RIGHT TO JURY TRIAL

[Company] and Millwright Sites LLC both agree to resolve disputes only by arbitration. There's no judge or jury in arbitration, and the procedures may be different, but an arbitrator can award the same damages and relief, and must honor the same terms in this agreement, as a court would. Also, if for any reason a claim proceeds in court rather than through arbitration, **[Company]** and Millwright Sites LLC agree that there will not be a jury trial.

35.0) SURVIVABILITY

When the contracting parties have met their specific performance obligations only the remedy and warranty provisions of this agreement will continue to govern the parties' behavior toward one another.

36.0) AUTHENTICATED OFFER AND ACCEPTANCE OF OFFER

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement and intending to be legally bound, **[Company]** and Millwright Sites LLC agree this day (the "Effective Date") Contractor shall perform the services described as the Scope of Work (the "Work") pursuant to the terms and conditions contained in this Agreement. If there is a conflict between the terms of this Agreement and a Scope of Work, the terms of this Agreement shall control. In place of the invalid or unenforceable provision, or to fill a contractual lacuna, such valid and enforceable provision shall apply which reflects as closely as possible the commercial intention of the parties as regards the invalid, unenforceable or missing provision.

[Company] shall pay Contractor the amount(s) set forth on the applicable milestone schedule of payments within ten (10) days after receiving an itemized statement detailing the specific Work performed for the complete and proper performance of all or part of the Work, as the case may be.



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OFFERED BY:



I have the authority to bind Millwright Sites LLC

ACCEPTANCE OF OFFER: _____

EFFECTIVE DATE: _____

This offer is accepted as marked and you have an order to proceed with the work.

I have the authority to bind [Company].

