



Machinery Max
1905 N. MacArthur Dr., Suite 110
Tracy, CA

August 10, 2022
Quote: 4332-22
Version: 1

Attn: Jack Ragan

Re: Machinery Max Load Out 23E Moulder

Thank you for the allowing Omega Morgan (OM) the opportunity to provide your company with a proposal to undertake and complete the below described project. Omega Morgan is a company with thirty years of experience in the Heavy Rigging, Machinery Moving and Millwrighting fields. Our core values deliver Safety, Efficiency, Reliability and a commitment to provide solutions to our client's needs when and where we promise. Our motto is Strength and Trust and we live up to that every day!

SCOPE OF WORK

OM to Load out 1 Unimat 23E Moulder onto customer supplied truck. At Nelson's Wearhouse
Weight 15,000lbs Aprox

Lump Sum Quote Total:

\$3,324.04

STANDARD CLARIFICATIONS

- Price is limited to the scope of work detailed above and equipment availability. Quote is valid for 30 days, unless otherwise specified.
- Acceptance of this quotation indicates customer's acceptance of our standard terms and conditions, found on our website at <http://www.omegamorgan.com>.
- The quoted amounts set forth above are based on a fuel price of \$4.18 per gallon. Should fuel price increase a fuel surcharge will be added to the above quoted amounts on a lift/move basis. The surcharge will increase by the published percent rate on Omega Morgan Website (www.omegamorgan.com/SCFUEL). Calculations shall be made on the completion date, based upon the United States Department of Energy price (https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r5xca_w.htm) for weekly on-highway retail diesel prices for the West Coast Less California Region for the previous Monday (or Tuesday if Monday is a Federal holiday).
- Price is based on the weights, dimensions and specific drawings provided by the customer.
- Customers will be charged 3% if paying by credit card.
- All equipment is quoted portal-to-portal from the yard from which they travel, unless otherwise noted.
- All equipment is subject to availability at the time of dispatch. Equipment availability and prices are subject to change due to customer directed schedule changes or for reasons that are beyond the control of Omega Morgan. Standby charges may also be applicable in such situations.
- Omega Morgan is not responsible for direct or indirect damages caused by (but not limited to) fires, adverse weather conditions, strikes, labor disputes, material procurement difficulties, government regulations (including permitting), accidents, transportation delays, mechanical failures or any other delay beyond our control. Such delays will be billed at standard time and material rates.
- Customer accepts all responsibility for ocean freight, water crane/barge, rail fees, vessel discharging, demurrage, and port fees or delays, and customs clearance.
- Customer will provide a safe workplace which complies with all OSHA regulations.



- All surfaces, over which Omega Morgan equipment must pass, either loaded or unloaded, must be firm and level and must accommodate our equipment including load weight. Customer accepts responsibility for verifying load-bearing capacity. Any damage to surfaces, sub-surfaces or utilities due to a failure to accommodate weights of Omega Morgan equipment shall be customer's responsibility.
- Prices are subject to customer providing access, ample room and suitable surface conditions to perform the work. Access shall include removal of any obstacles and/or utilities as required. Time spent to clear the work area or gain access will constitute additional labor and material charges.
- Omega Morgan is not responsible for the structural integrity of any object being lifted or lifting devices provided by others. Omega Morgan will assume no liability or responsibility for the adequacy of the design or the strength of any lifting lug embedded or attached to such object, whether it is furnished by the customer, manufacturer, or others.
- Omega Morgan will not be responsible for any damage to equipment prior to it being placed in the care, custody and control of Omega Morgan. Customer shall inspect equipment immediately upon delivery to Omega Morgan. In the event that the customer is unable to inspect the equipment upon arrival at Omega Morgan, photos and or documentation of the equipment shall be provided by Omega Morgan. Omega Morgan will not be responsible for damage to mechanical equipment during offloading, loading, storage or transport of any of the equipment unless the damage is the result of Omega Morgan's sole negligence. Omega Morgan will not assume liability for any damages once the cargo has been released from our care, custody and control.
- Unless otherwise agreed, for crane lifting operations the customer will furnish qualified signalmen, riggers and lift director. These individuals shall be in compliance with current federal OSHA standards, for directing crane operations and rigging applications.
- All personnel, permits and/or equipment required for street use or traffic control will be furnished by the customer unless otherwise noted.
- All testing and certification of any slings, shackles, or spreader bars will be the responsibility of the customer. In the event Omega Morgan provides rigging, equipment, and/or material without a rigger, customer will inspect and accept the rigging prior to start of work and will accept full responsibility for its quality and intended use. In the event that rigging equipment is damaged for any reason, the customer accepts the responsibility for the cost of that rigging equipment. Size and capability of rigging used for work performed is at the sole discretion of the customer.
- All equipment to be free of all toxins.
- Mats, steel plates, or plywood are available at additional expense if required to level or support our equipment or to protect site areas. Omega Morgan assumes no responsibility for site preparation and/or site damage. Omega Morgan will take limited precautions but will not be responsible for any damage to underground utilities, curbs, gutters, concrete slabs, sidewalks, pavement, lawns, trees or shrubs. Any damage to tires or wheels due to job site conditions will be the responsibility of the customer. In addition, facility or site improvements to facilitate our work, including shoring or plating, both temporary and permanent, have not been included in this quote. Others will provide temporary sanitary facilities, if needed.
- Others will provide any necessary civil work, security, escorts, site clearance and equipment layout plans.
- Insurance: Omega Morgan will provide standard insurance in the amount of \$1 million dollars each for Workman's Compensation and General Liability and Automotive. Higher limits, endorsements and additionally insured certificates are available with the approval of the Omega Morgan management and may be subject to an additional fee. Standard insurance certificates can be viewed on our website at www.omegamorgan.com .
- Omega Morgan will provide a standard two-page lift plan for crane lifts as required. An hourly rate of \$200 will apply for plans that require more detailed information, drawings, engineering calculations or review. Unless otherwise noted, engineering, calculations, drawings, submittals, 3rd party inspections and permits (if required) have not been included in this proposal but can be provided at \$200/hr subject to agreement. Others will provide structural analysis and surveys for route clearance, lifting or removal of utility wires, and any necessary permits associated with land use. This estimate makes no guarantees of acceptance or permit approval by the necessary government agencies.
- Unless otherwise noted, others will provide all electrical and mechanical work, process, architectural and plumbing work, handling of all fluids and/or hazardous materials, all foundation work, anchoring, leveling, alignment and associated hardware.
- All site-specific badging, testing or training required of Omega Morgan employees will be invoiced at the applicable rates.



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- All work will be performed in accordance with the controlling union contract unless otherwise specified. Prices are limited to working straight-time hours unless specified, based on trade labor performing the work. Weekends, holidays and overtime work will be billed at applicable time and material rates.
- Labor minimums, subsistence, crew travel and overtime will be billed pursuant to the controlling union contract unless otherwise specified.
- Unless otherwise noted, the removal of debris, packing and crating materials for the site have not been included in this quote.
- Unless specifically noted, we have included a single mobilization to complete the scope of work. Additional mobilizations will be charged at our time and materials rates.
- Applicable sales tax is not included. All federal, state or municipal taxes or license fees are extra and chargeable to customer
- Payment terms are net 30 days from the invoice date.
- This price is based on 0% retention and agreement to meet Omega Morgan payment terms. Omega Morgan does not accept "pay when paid" terms, payment retention or other modifications of our standard terms.
- Omega Morgan shall not be liable in any event for any special, incidental or consequential damages, including but not limited to loss of profits, income, interest, utility or loss of market, whether or not Omega Morgan had knowledge that such damages might be incurred.

We thank you for the opportunity to provide you with this quote and we look forward to working with you in the future. If you have any questions, please do not hesitate to contact me.

Sincerely,

Tony Scalici

TERMS AND CONDITIONS

Payment upon any invoice shall be due within thirty (30) days of the date of the invoice. Late payments shall accrue interest at the rate of one and onehalf percent (1.5%) per month. In the event collection efforts become necessary, customer shall pay contractor's costs of collection, including attorneys' fees, collection agency charges, and other similar expenses.

Customer understands and agrees that this proposal is supplemented by Contractor's Standard Terms and Conditions which by this reference are incorporated herein. Customer's signature below signifies that Customer has read Contractor's Standard Terms and Conditions, agrees to be bound thereby, and acknowledges that together, this proposal and the Standard Terms and Conditions form a binding contract. Contractor's Standard Terms and Conditions can be accessed at www.omegamorgan.com.

ACCEPTANCE

Authorized by: _____
Signature

Title: _____

Print: _____

Date: _____