

BOLLMEIER CRANE AND LIFT QUOTE SPECIFICATIONS

Please read carefully. If you did not receive all sheets, call 618-451-6171. This quote is valid for sixty (60) days from the quote date and only for this project. It is based upon particular load requirements and should not be used as a basis for estimating costs on any other project. Signed contracts take precedence over this document.

Bollmeier, Inc., dba Bollmeier Crane & Lift (hereinafter "Bollmeier") and Customer agree to the following terms:

ALL EQUIPMENT QUOTED IS SUBJECT TO PRIOR DISPOSITION AND AVAILABILITY AT THE TIME THE ORDER IS RECEIVED.

Quotation is not negotiable.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

Quotation is an estimate which could be affected by delay in delivery by Customer's supplier, site conditions, weather, and premium time work.

SCHEDULING: Written Purchase Orders should follow verbal orders. When jobs are delayed or canceled, Customer must notify Bollmeier of such delay or cancellation in sufficient time for Bollmeier to re-direct machine and/or crew. Failure to so notify will result in minimum two (2) hour billing for machine ordered.

PAYMENT TERMS: Final payment of all invoicing is due within thirty (30) days of invoice date. Interest at a rate of 1.5% per month will be charged on all accounts thirty (30) or more days overdue. Customer shall bear total responsibility for all collection costs, including reasonable attorney fees and all court costs incurred by Bollmeier in the collection of invoicing. If Customer wishes to pay invoice by credit card, there will be a 3% surcharge.

Unless otherwise specified as a condition covered by Bollmeier's bid, the following is applicable:

- This bid is based solely upon weight, radius, special rigging, and potential hazard data supplied by Customer. Any changes in such information may invalidate this bid and is the responsibility of Customer.
- This bid is independent of, and is not subject to, any bid documents, contracts and/or pay agreements into which Customer has entered with the owner, engineer, architect, and/or any other contractor or subcontractor.
- This bid is made with the specific understanding that language in any agreements or contracts referring to "Paid if Paid," "Retention," or "No Lien Contract" shall be deemed as null and inapplicable.
- Engineering design and drawings are **NOT** included in Bollmeier's price.
- A site inspection must be made prior to final job acceptance and mobilization.

SITE RATE: Four (4) hour minimum daily site billing (excepting weathered out days) applies for the crane and its operating crew, unless specifically noted. Eight (8) hour minimums may apply for truck and crawler cranes. Site assembly and disassembly will be charged at the applicable site rate. Site rates and freight may increase if actual weight, radius, or boom length increases. When the equipment is priced separately, weathered out days will not be deducted for the equipment.

FREIGHT CHARGES: Freight is portal to portal and is charged from Madison, IL. Portal to portal cost is the expected total hours required to leave the Bollmeier Madison facility and return. This time can be greatly affected by poor job planning, lack of informed supervision, and delays caused by Customer, the owner, general contractor, and/or other subcontractors not under Bollmeier's control. Freight quote does not include special DOT bridge inspection charges for superload permits. These charges are billed on a per item basis. Site Freight: Add the applicable hourly trucking rate for site freight if site conditions require the loaded and empty equipment trailers to be stored off site. Jobsite moves may require a truck and driver. This cost will be invoiced at the hourly rate. Customer may, at its option, provide a road tractor & driver for all site moves. Drivers wait time, without truck usage, is charged at applicable driver labor rate.

PREMIUM TIME CHARGES:

- Standard work hours are from 7:00 am through noon and from 12:30 PM through 3:30 PM weekdays, excluding holidays.

- Paid Lunch: For operating crews working through their normal scheduled lunch period, paid lunch costs will be incurred if lunch is not taken between 12:00 noon and 12:30 PM. When this occurs, crew is entitled to ½ hour OT pay at applicable rate. If the crew-members are not allowed to take their lunch break at a later time, an additional charge at the applicable rate will be invoiced.
- Paid Supper: Paid supper costs are incurred when work activity, including crew travel time, continues past 6:30 PM. Additional paid supper periods occur every 4 hours thereafter. Paid supper periods are ½ hour invoiced at applicable OT rate per man-hour. If the crewmembers are not allowed to take their supper break at a later time, an additional charge ½ hour at the applicable OT or DT rate will be charged.
- Travel Charges: Paid when crew returns to their start point on the first day of a job and the manned rate is not billed for the machine. Travel charges are invoiced at the applicable rate per hour per man. When the crew is living away from their home operating area and returns to their home base for the weekend or holidays when work is not scheduled, travel time is invoiced at applicable rate.
- “Me Too” Charges: “Me Too” charges occur whenever any other jobsite trade is paid at the premium or double time rate for hours that would normally be considered ST or OT hours for operators and oilers.
- Starting Times: Per union agreement, Bollmeier employees must start their time at 7:00 AM, 8:00 AM, or 12:00 PM.

LIVING EXPENSES: Per diem costs are invoiced at the applicable rate per day per crewmember when overnight lodging is necessary. Per diem is defined as per man per day.

A credit application must be completed in its entirety by new customers and returned to Bollmeier prior to projected start of job. The credit application is subject to Bollmeier’s approval, and Bollmeier may elect not to perform hereunder if it determines, in its sole discretion, that there is any question as to Customer’s ability to pay.

Customer is responsible for repair of damage and rental fees for lost rental caused by actions of their employees, employees of subcontractors, or others acting on behalf of Customer.

When "down time" due to mechanical failure that prevents the work from being performed exceeds ½ hour, Bollmeier shall assume the risk of loss for that cost directly applicable to Bollmeier employees only.

Composite erection crew labor necessitated by agreements with unions other than the International Union of Operating Engineers shall be provided by, and at the expense of, Customer.

If Customer requires a lift supervisor to be onsite along with the operator of the crane, Customer will be billed for the lift supervisor’s time at the applicable rate.

Truck cranes require an operator and oiler for cranes over 40 ton capacity.

All equipment manned by Bollmeier is fueled, maintained, and insured.

In event of rain-out, paid travel will be charged at the applicable premium time as per union agreement. The machine rate will not be charged if the machine is not being moved.

The above rental rates DO NOT include any applicable taxes. All applicable taxes shall be the responsibility of the customer.

Fuel delivery charges apply if the quoted equipment is priced at a leased rate.

If boom length modifications are necessary during the job, labor and additional equipment will be billed at applicable rates.

RT cranes placed on jobs require 40 hour minimum charge weekly to remain on site.

Rigging may be supplied at extra cost.

If the International Union of Operating Engineers requires Bollmeier to hire additional crew from local jurisdictions, charges for same will be invoiced to Customer.

Any applicable shift premium will be added to hourly rate.

Master mechanic charges are added if required per union agreements.

WOOD MATS and RIGGING:

- Rough terrain pickers are supplied with 4' round plywood mats
- Truck cranes through 70 ton are provided with 4' round mats.
- Truck cranes and all terrain cranes above 70 ton are provided with 6' square steel mats.
- Any cribbing beyond that normally provided with a machine will be billed as a separate item including freight. Freight for additional cribbing is charged for delivery and pick up. No rigging charges will be incurred for rigging through 3/4" diameter steel cables and 3' by 20' maximum standard nylon slings, including 3/4" shackles.

Bollmeier and Customer agree that the Customer shall be responsible for the following:

- Labor and equipment of sufficient size to safely position or remove Bollmeier's equipment when soil and/or road conditions prevent Bollmeier's equipment from moving under its own power.
- Accurate weight data for each item to be hoisted.
- Any damage to Bollmeier's equipment.
- Clean up of Bollmeier's equipment when jobsite conditions cause build-up of mud or other materials.
- Any damage caused by failed rigging supplied by Customer, including damage to Bollmeier's equipment.
- Supplying a competent signalman, thoroughly familiar with the approved OSHA regulations for signaling a crane and directing the work, including Bollmeier's employees.
- Customer, in the use of the machine and crew agrees that it, its agents, representatives, servants, employees, sublessees, and assignees will comply with any and all ordinances, laws, statutes, regulations or requirements of any governmental authority, official, bureau, or department, including OSHA and MSHA laws and regulations. These include maintaining required clearances around energized power lines; properly protecting such lines from contact, and/or de-energizing such lines; maintaining proper setbacks for work around excavation, and providing shoring, bracing, etc. as required by law; protecting and/or purging hazardous chemical tanks and pipelines; following OSHA standards before and during the hoisting of employees; and conducting all engineering studies as required to determine lift weight and dimensions.
- All labor or other costs caused by inclement weather, replacement of all damaged rigging (wire rope, permanently deformed or with broken strands), damaged cribbing, and county and local government overweight and over dimension permits.
- Customer will supply any required FAA permits and associated air space restrictions within area of lifts.

BARE RENTAL TERMS:

- Monthly rent begins when the machine arrives on the job and is charged in 28 day monthly periods.
- Monthly rentals are pro-rated after the 1st month.
- 3 days = 1 week
- 3 weeks = 1 month
- A signed Bare Lease Agreement, accepting all terms and signed by an authorized Customer representative, is required prior to delivery of equipment.
- Proof of insurance is required prior to delivery of equipment.
- On-site fuel and periodic maintenance are **NOT** provided on bare rentals, but Customer has the option to have Bollmeier provide these at an additional cost.
- Quoted cranes will be delivered serviced and full of fuel. Cranes must be returned full of fuel or Customer will be invoiced for fuel required to fill tank.
- When rented bare, the equipment shall leave the jobsite and be returned in the same condition as it arrived. All physical and mechanical damage or deterioration (beyond normal wear and tear) caused by adverse site environmental conditions shall be repaired at Customer's expense. Loss of revenue during the remedy will be charged at applicable rate.

SPECIAL MEDICAL TESTS: Employee time for medical tests, physicals, and/or mask fittings, if required by Customer, the owner, or OSHA, will be invoiced at the applicable rate per man. A four (4) hour minimum may apply if employee is called out especially for such tests. Lab fees are invoiced at cost plus 15%.

Special safety training beyond the normal in-house training is not included. Any site-specific safety orientation or training will be billed to Customer at the applicable labor rate.

If Nomex or other special outerwear is required, the customer shall notify Bollmeier 48 hours prior to start of job.

Owner/Customer shall be responsible for rerouting or de-energizing all power lines to meet OSHA guidelines. Customer shall provide adequate safe outrigger support and a minimum (greater if required) set back of one-to-one from the toe of any excavation. Customer shall employ (if required) a registered engineer to provide data for safe outrigger soil support design. Customer shall provide a registered engineer qualified to perform critical lift design where required.

Customer shall make all arrangements for storage sites, and is responsible for all cracked or broken utilities, concrete, and/or asphalt slabs, driveways, sidewalks, and subterranean structures damaged during the erection process.

Customer is to provide stable ground conditions and be responsible for equipment recovery because of poor soil conditions.

Customer is responsible for all roadways, walkways, utilities (underground and overhead), a firm level and adequate area for assembly/disassembly, provision of adequate safe access for crane and support vehicles, physicals, tests, specialized safety equipment, special permits, engineering certificates/approval required for crane operation on job site.

Traffic control is the responsibility of Customer.

SPECIAL INSURANCE: Special insurance provisions will be invoiced at cost plus 15%, and the phrase "Solely Negligent" and the words "sole" or "solely" when applied to insurance provisions will be deleted from any contract signed by Bollmeier.

Bollmeier shall assume the risk of loss for only that cost directly affecting its employees in the event that mechanical equipment failure delays or prevents the work from being performed, and then only when the down time exceeds ½ hour.

Unless otherwise provided, Customer shall, at its own cost and expense, obtain and maintain insurance for not less than the following limits of liability:

- Bodily Injury:
 - One person---\$1,000,000
 - Each accident or occurrence---\$1,000,000
- Property Damage:
 - Each accident---\$1,000,000
 - Aggregate---\$1,000,000
- Automotive and vehicular liability coverage---\$1,000,000 (Foregoing shall include protection against claims due to or arising from the use of automotive equipment.)
- Workers' Compensation Insurance – statute limits

All said policies of insurance or certificates thereof and a provision that the same shall not be canceled or terminated without prior notice to Bollmeier shall be delivered to Bollmeier. Bollmeier shall be named as an additional insured.

Unless otherwise provided, Bollmeier shall, at its own cost and expense, obtain and maintain insurance for not less than the following limits of liability:

- Bodily Injury:
 - One person---\$1,000,000
 - Each accident or occurrence---\$1,000,000
- Property Damage:
 - Each accident---\$1,000,000
 - Aggregate---\$1,000,000
- Automotive and vehicular liability coverage---\$1,000,000 (Foregoing shall include protection against claims due to or arising from the use of automotive equipment).
- Workers' Compensation Insurance – statute limits

All said policies of insurance or certificates thereof and a provision that the same shall not be canceled or terminated without prior notice to the Customer, shall be delivered to Customer.

Bollmeier's liability shall be limited to the limits of applicable insurance.

No insurance provisions have been made for insurance costs related to the Longshoreman's Compensation Act or the Jones Act. If applicable, such charges will be additional and invoiced at cost.

The maximum value of any one-time lift shall not exceed \$1,000,000 per each occurrence unless Bollmeier is notified in advance. Failure to provide such notification in writing shall constitute acceptance of liability by the Customer for any damage to the item being hoisted by Bollmeier while under Bollmeier's care and custody. Purchase of additional insurance shall be billed to customer at the invoice rate plus 15%.

To the extent permitted by law, Customer shall indemnify and defend Bollmeier, its officers, members, subsidiaries, affiliates and joint venture partners, and their respective directors, officers, employees and agents ("indemnified parties") against any and all claims, demands, causes of action, suits, damages, judgments, liens, penalties, and expenses including, without limitation, attorney's fees and litigations costs, whether incurred for an indemnified party's primary defense or for enforcement of its indemnification rights (collectively "claim"), including, without limitation, any claim for harm, injury or death to any person, or damage to property or to the environment arising out or in connection with (1) Customer's use (or misuse) of Bollmeier's equipment; (2) any action or omission of Customer, Customer's employees, agents, contractors, assigns or third parties; or (3) Customer's performance (or non-performance) of the rental agreement.

Customer's obligation to indemnify and defend extends to any claim caused by the concurrent or contributory negligence or fault of an indemnified party but not to any claim shown by final non-appealable judgment to have been caused by the indemnified party's sole negligence. The insurance requirements of this rental agreement do not limit or restrict Customer's obligation under this paragraph.

ARBITRATION: With the exclusion of Customer's payment obligations, the parties agree to arbitrate any claim or dispute that may arise out of the performance of the rental agreement. Unless the parties mutually agree otherwise, the arbitration will be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and the hearing shall be held in St. Louis County, Missouri. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it.

VENUE: Any lawsuit arising out of this agreement must be filed in St. Louis County, Missouri.

Acknowledged and Agreed to by:

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Customer Name

Bollmeier, Inc., dba Bollmeier Crane & Lift

Authorized Signature of Customer

Authorized Signature of Bollmeier

Date

Date

The following is a checklist of significant items that are not covered in the proposal, but which are of sufficient importance to merit attention and consideration.

- Proper load specifications have been submitted to Bollmeier
- Bridge inspection fees, if bridges to the jobsite require special DOT inspection
- Freight and storage costs for off-site storage of, or delivery of, trailers
- Job site moves (after initial erection) for extra freight, partial assembly and disassembly supervision and labor
- Paid lunch and supper charges
- Overtime charges
- Living expenses per diem per employee for sites in excess of 50 miles from St. Louis
- "Me Too" charges
- Mats
- Special rigging
- Medical tests
- Environmental hazard protection equipment
- Jones Act insurance coverage
- Longshoreman's Compensation Act insurance coverage
- Cleaning of equipment due to site environmental hazards
- Towing of equipment on sites with poor ground conditions
- De-energizing power lines
- Signalmen and riggers
- Insurance for on-hook coverage on items with individual value over \$1 million
- Shoring of trenches
- Protection of underground utilities
- Site specific safety training
- Engineering design and drawings
- Special lift permits
- Deletion of any "Pay if Paid" provisions in Customer's contract
- Deletion of payment retention in Customer's contract
- FAA Permits when working on and adjacent to controlled air lanes
- Special payment required when working on government buildings
- Planning implementation and evacuation costs when working over occupied areas such as schools and office buildings