

851 60th St. S. St. Cloud, MN 56301 (320) 252-1494 www.landwehrconstruction.com

Quote: SCQ8046 Date: May 27, 2025

Customer: Minnesota Military Museum

15000 Highway 115 Little Falls, MN 56345

Contact: Randal Dietrich

Phone: (320) 616-6050 Fax:

Email: rdietrich@mnmilitarymuseum.org

Job Site: Minnesota State Capitol

75 Rev Dr Martin Luther King Jr Blvd

Saint Paul, MN 55155

Salesperson: RUHLAND, MADDY

Phone: (320) 423-1458 **Fax:** (320) 257-1799

Email: MADISONR@LANDWEHRCONSTRUCTION.

We appreciate the opportunity to support your company during the following job

Description Of Work

Load USS Ward WWII Navy Gun and Historical Marker at the MN State Capitol, haul to and off load at the Minnesota Military Museum at Camp Ripley.

Item Description	Qty	Unit Meas	Rate	Amount
MOVING SERVICES LUMP SUM	1.00	Each	\$3,714.00	\$3,714.00
			Estimate Total:	\$3,714.00
Quota is valid for 30 days. A 4% fuel surch:	arge will be added to t	hie pricina		

Quote is valid for 30 days. A 4% fuel surcharge will be added to this pricing

We trust that you will find our of	quote satisfactory and look forward to working w	with you. Please contact us should you have
any questions. Thank you for t	the opportunity to be of service!	
Signature	Date	
Please sign and return		



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Terms & Conditions

Landwehr Construction, Inc. (thereafter LCI) hereby agrees to perform crane service requested by customer subject to the following terms and conditions.

- 1. <u>NO OTHER AGREEMENT.</u> Except as otherwise mutually agreed in writing, this document is the complete agreement of the parties and supersedes all other agreements or understandings, written or oral.
- 2. NO WARRANTY. Lessor, not being the manufacturer of the equipment nor manufacturer's agent, makes no warranty against potent or latent defects in material, workmanship or capacity of the equipment, nor warranty that the equipment will satisfy the requirements of any law, rule, specification or contract which provides for specific machinery or operates, or special methods; all liabilities arising therefrom are assumed by Lessee at its sole risk and expense.
- 3. <u>INDEMNIFICATION.</u> Lessee agrees that the equipment and all persons operating such equipment, including operators and other personnel on the LCI payroll, are the Agents of the Lessee and are under Lessee's exclusive jurisdiction, supervision and control, and Lessee agrees to indemnify and save LCI, its employees and agents harmless from all claims, including death or injury to persons, including LCI employees, and from all loss damage or injury to property including the equipment rented hereunder, arising in any manner out of Lessee's operation or negligence under this lease, Lessee's duty in indemnify hereunder shall include all costs or expenses arising out of all claims specified herein, including all court and/or arbitration costs, fees, attorney fees, and cost of settlement.
- 4. <u>COMPETENT OPERATION BY LESSEE.</u> Lessee agrees to provide competent and experienced personnel to direct the operation of the equipment and further agrees that the Standard Crane and Derrick Signals, in accordance with OSHA 1926.1419, shall be used to direct the equipment at all times when applicable. Lessee further agrees to use said equipment, in accordance with the manufacturer's instructions and agrees not to exceed the manufacturer's rated load capacities for such or similar equipment. Lessee expressly agrees that counterweight in excess of manufacturer's specifications shall not be used.
- 5. <u>EXCUSE OF PERFORMANCE.</u> Any prevention, delay or stoppage due to wind, strike, lockouts, labor disputes, force majeur, acts of God, inability to obtain labor or materials or reasonable substitution therefore, governmental action, domestic or foreign, riot, civil commotion, fire and other casualty, and all other causes beyond the reasonable control of LCI shall excuse LCI' performance for a period equal to such prevention, delay, or stoppage. Lessee hereby waives all claims against LCI for any delay or loss of materials by reason of any shutdown or failure of the equipment for any reason.
- 6. <u>TERMS OF PAYMENT.</u> Full payment for all charges is due upon billing. No retention may be withheld upon completion of said project.
- 7. NOTICE OF LIEN RIGHTS.
 - a. Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
 - b. Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.
- 8. <u>CONFORMANCE TO ALL LAWS.</u> Lessee agrees to use the equipment in strict compliance with all applicable rules, laws, regulations and orders.
- <u>LIFTING LUGS.</u> Lessee assumes all liability for the adequacy of design or the strength of any lifting lug or device embedded in or attached to any object.
- 10. <u>RIGGING.</u> Rigging provided with equipment is for the sole purpose of assembly and disassembly under lessor control and use. Although rigging is available for lessee use, lessor assumes no liability for condition and/or lessee application of rigging. Rigging loss or damaged while under lessee control and use will be replaced and charged to lessee.
- 11. ACCESS. Lessee agrees to provide complete access for all equipment, including firm level grounds conditions to perform the work of assembling, disassembling, setting up, and executing the lifting as directed. Lessee assumes all liability for: above ground facilities, curbs, sidewalks, blacktop, overhead obstructions, trees, piping and electrical power lines, underground facilities, electrical, piping, basements, vaults, etc.