

Enclosure: V.H.

**THE GROSSE POINTE PUBLIC SCHOOL SYSTEM
Grosse Pointe, Michigan**

AGENDA NUMBER & TITLE: V.H.

**Approval of Corrigan Moving
Systems Amendment #1**

BACKGROUND INFORMATION:

On March 22, 2021 the Board of Education approved move management contracts with Palmer Commercial Services and Corrigan Moving Systems to move boxes and furniture associated with 2021 construction projects. Subsequent packing and moving meetings with our school administrators identified additional move management needs that will exceed the already approved contingency.

South High School has several large storage rooms with significant quantities of bulk items that need to be packed and moved to other rooms. The specific rooms and scope of work are outlined in Corrigan’s proposal that begins on PDF page 3.

North High School needs to temporarily relocate their textbooks so the books are available during student registration in August. Thirty-two (32) double-sided library carts will be rented to accommodate this need. The details of this proposal begin on PDF page 9.

Corrigan’s original contract was awarded in the amount of \$161,000. Amendment #1 increases the contract by \$56,824 plus contingency of \$5,683.

Enclosed for your review is the PM Cresa recommendation letter, Corrigan proposal for move management at South High School and Corrigan proposal for mobile carts at North High School.

REQUEST:

The Board of Education approve Corrigan Moving Systems Amendment #1 as presented.

Funding Source		
<input type="checkbox"/> General Fund	<input checked="" type="checkbox"/> Bond Fund	<input type="checkbox"/> Sinking Fund

Amanda Matheson
Deputy Superintendent for Business Operations



May 20, 2021

Ms. Amanda Matheson
Deputy Superintendent for Business Operations
Grosse Pointe Public School System
389 St. Clair Avenue
Grosse Pointe, MI 48230

via email: mathesa@gpschools.org

RE: 2018 Grosse Pointe Public School System Bond Program
2021 Move Management – Corrigan Amendment #1 Recommendation: GP South Move Management and GP North Mobile Carts

Dear Ms. Matheson:

This letter transmits an update from Plante Moran Cresa (PMC) as it relates to the assignment to assist and advise the Grosse Pointe Public School System (GPPSS) in the procurement of Move Management companies for the 2021 construction projects (Project). This update represents the mutual efforts of PMC and GPPSS administration (The Project Team) to evaluate a change to Corrigan Moving Systems contract agreement previously approved by the Board of Education.

RECOMMENDATION

The Project Team is recommending Corrigan's proposed fee of **\$49,980** plus a 10% contingency in the amount of **\$4,998** be approved for the GP South H.S. move management to prepare for the Summer 2021 construction. Several meetings between GP South staff, facilities and PMC took place to define work scope responsibilities for Corrigan and the GPPSS District. Corrigan's work scope is defined in their attached proposal letter.

The Project Team also recommends the approval of Corrigan's proposal to provide mobile book storage carts for GP North in the amount of **\$6,844** plus a 10% contingency of **\$685**.

The total amendment amount of **\$56,824** and contingency of **\$5,683** will be paid from the 2018 Bond proceeds.

Should you have any questions regarding this recommendation described above, please do not hesitate to contact me at 248-766-0996 or robert.stempien@plantemoran.com.

Sincerely,
PLANTE MORAN CRESA

A handwritten signature in black ink, appearing to read "Robert Stempien", is written over a light blue horizontal line.

Robert Stempien, AIA
Sr. Vice President

Attachments:

Commercial Proposal – Corrigan Grosse Pointe Public Schools System GP South Moving 2021
Commercial Proposal – Corrigan Grosse Pointe Public Schools System GP North- Bookstore Library Carts

CC: Denise Sharples, GPPSS
Paul Theriault, PMC

Commercial Relocation Proposal

Date of Proposal

May 20, 2021

Grosse Pointe Public School System

Origin

Grosse Pointe South High School

Rooms 152, 152A, 152B, 168, 169, 170, 172, 174, 176, 178, 180, 182, 186, 188, 190, Band Uniform Storage, Music Storage, School Store, Men's Dressing Room, Women's Dressing Room, Band Room including upper level, Concessions, CIC, Gym Storage 50C, Room D (officials room), Storage 5C (gym lobby), Gym Lobby, Athletic Training Room and Offices, Room 139, Women's Locker Room, TV Production, Rehearsal Room #1.

Note – Athletic Storage Room #26 to be handled by the coaches and players – Corrigan to provide 4 Corrigan Cubes for use.

Destination

Internal shift, hallways, MPR (black box), Corrigan Cubes, Gym Stage, Temporary space off-site

Dates of service

June 18, 19, 24, 25 & 28, 2021; on-site 8am – 4:30pm

Scope of Work

Over the course of 5 days supply the necessary supervision, labor, equipment, materials and on-site storage containers to pack and clear areas as directed for new plumbing, electrical and mechanical – label, diagram and take pictures as needed for move back – customer representation required throughout the moving process – detailed floor plans required clearly showing where work is to be performed – clear and free access required – provide the necessary supervision, labor and equipment to move everything back to its original location – provide full replacement value protection for any accidental loss or damage.

Proposed Rates

Move out –

1 super., 1 driver, 1 installer, 4 helpers, 2 trucks 47hrs @ \$370.00 \$17,390.00

Materials/equipment (boxes, carts,tape, stretchwrap) \$7,500.00

Corrigan Cubes 8 @ \$875.00 \$7,000.00

Move back –

1 super., 1 driver, 1 installer, 4 helpers, 2 trucks 47hrs @ \$370.00 \$17,390.00

Liability \$200,000.00 full replacement value protection \$700.00

Total \$49,980.00

CUSTOMER:

Signature: _____

Printed: _____

CORRIGAN:

Signature: _____

Printed: _____

SERVICE AGREEMENT

This Service Agreement ("**Agreement**") is made on the date shown on the attached Transportation and Storage Proposal ("**Proposal**"), by and between Corrigan Moving Systems, ("**Corrigan**"), and "**Customer**". **Customer** and **Corrigan** intend that this **Agreement** shall govern any and all shipments accepted for delivery or storage by **Corrigan**.

Customer desires to utilize **Corrigan** to perform motor carrier services and warehousing ("**Transportation and Storage Services**") for the transportation and storage of any and all any finished or raw articles, materials, goods and/or commodities ("**Product**") owned by; sold to or under the control of **Customer**, which may be tendered to **Corrigan** for transport. **Corrigan** desires to perform **Transportation Services** contemplated by this **Agreement**, subject to the terms and conditions described below. In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Customer** and **Corrigan** agree as follows:

1. **Scope of Services.** **Corrigan** will perform the **Transportation and Storage Services** set forth in the attached **Proposal**. The **Proposal** describes the specific **Services** to be performed by **Corrigan** for **Customer**. Acceptance of the **Proposal** constitutes acceptance of this **Agreement**.

2. **Obligations and Covenants.**

A. At all times during the term of this **Agreement**, **Corrigan** represents and warrants it shall:

- (i) Provide sufficient personnel, equipment and materials to perform **Transportation and Storage Services**;
- (ii) Use reasonable care and diligence as a skilled and experienced motor carrier and warehouse to minimize loss, damage, delay and destruction of **Products** transported;
- (iii) Assume full responsibility for payment of all freight bills and other invoices for transportation, and other services, performed for its benefit by underlying drayage agents, contractors, and line-haul motor carriers.
- (iv) Provide the **Transportation Services** promptly, efficiently, and safely with reasonable dispatch and an appropriate degree of professional care, skill and diligence, so as to meet the agreed upon delivery schedules.

Corrigan may refuse to handle or transport any **Product** it reasonably determines is not safe for handling or transportation and shall inform **Customer** promptly of any such refusal and the reasons therefore.

B. At all times during the term of this **Agreement**, **Customer** shall:

- (i) Own or have obtained necessary legal right and license to acquire, own, market, sell and ship **product** subject to this **Agreement**;
- (ii) Pay to **Corrigan** for the **Transportation and Storage Services** performed under this **Agreement** in full compliance with paragraph 3, below and with the rates and charges set forth in the **Proposal**, attached;
- (iii) Inform **Corrigan** of any changes that would affect the amount of work to be performed, including but not limited to, changes in schedule or any change in address of the point of origin or the destination;
- (v) Identify all **Product** tendered to **Corrigan** for transportation or storage, especially with regard to HAZMAT.
- (vi) Accept financial responsibility for all delays in completion of the transportation caused by circumstances beyond **Corrigan's** control. Such circumstances include, but are not limited to, adverse weather conditions, highway obstructions, faulty or impassible highways or lack of capacity of a highway or bridge, riots, strikes, or military activities, malfunctioning of **Customer's** onsite equipment, impairment of access, unforeseen delays at the dock area, non-operation of elevators, presence of **Customer's** personnel, blocked entrances, additional items to be moved, changed plans of movement and inaccurate furniture placement graphs.

Notwithstanding any other provision of this **Agreement**, **Customer** agrees to indemnify **Corrigan** against any property loss, damage or injury, death or other liability, including fines, attorney's fees and related expenses, resulting from **Customer's** non-compliance with the obligations set forth in paragraph 2(B).

3. **CORRIGAN'S CHARGES.** **Corrigan's** charges for labor, equipment, and materials in connection with the **Transportation and Storage Services** are set forth in the **Proposal**. Rates are based on factors set forth in the **Proposal**, which is included as part of this **Agreement**. Such rates, charges and rules, if any, shall apply to all **Product** shipped or received by **Customer** and/or third parties for **Customer's** account transported by **Corrigan**, either directly or indirectly, under this **Agreement**. Final charges will be based on actual time and materials. Labor rates are based on portal to portal time, except as noted in the **Proposal**. Failure to notify **Corrigan** of cancellation or changes at least twenty-four (24) hours in advance to any scheduled **Transportation and Storage Services** may result in additional charges.

The parties hereto intend that all shipments hereunder shall be on a "freight prepaid" basis. To the extent of any shipments accepted by **Corrigan** that are shipped by **Customer** on a "collect" basis, **Customer** guarantees to **Corrigan** full and complete payment of any such charges in the event

that the consignee fails to pay same.

Customer is expected to make all payments no later than thirty (30) days from **Customer's** receipt of each invoice (freight bill). Late charges will begin thirty (30) days after the invoice (freight bill) is presented to the **Customer** and are one and one half percent (1 ½ %) per month on the unpaid balance until the final payment is made. **Corrigan** reserves the right to withhold services under this **Agreement** until all balances are paid.

4. **TRANSPORTATION AND STORAGE DOCUMENTATION.** Each shipment hereunder shall be evidenced by a bill of lading, acknowledgment of receipt or similar document. Any of the terms, conditions and provisions of such documents shall be subject and are subordinate to the terms, conditions and provisions of this **Agreement**. It is expressly agreed that the signature by any employee, agent or contractor of **Corrigan** on such bill of lading, receipt or other form is merely to acknowledge receipt of **Product** and does not in any way bind **Customer** to the terms thereof. Neither employees or agents of Customer, nor employees, drivers, agents and/or contractors of Corrigan are authorized to vary the terms and conditions of this Agreement by signing and/or accepting such a bill of lading, receipt or other similar document.

5. **CARRIER AND WAREHOUSE LIEN.** **Corrigan** shall have lien rights on **Products** for any sums due and payable to **Corrigan** hereunder.

6. **CORRIGAN'S LIABILITY FOR LOSS, DAMAGE OR DELAY TO PRODUCT.**

A. Liability and Measure of Damages. **Corrigan** shall not be liable to **Customer**, except for loss or damage to **product** occurring while shipment is under the care, custody and control of **Corrigan**, including any agent or subcontractor of **Corrigan**. It is agreed that the liability of **Corrigan** is limited to sixty cents (\$0.60) per pound per article unless a higher released value is stated in the Proposal in which case the **Customer** agrees to pay **Corrigan** an additional valuation charge as stated in the **Proposal**.

Corrigan shall not be liable for loss that occurs (a) from an act, omission or order of the **Customer**; (b) from ordinary aging, wear & tear; (c) from a defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity; (d) from hostile or warlike action including terrorism and insurrection; (e) from strikes, lockouts, labor disturbances, riots, or civil disturbances; (f) from acts of God; (g) from breakage of articles of a brittle or fragile nature unless such articles are packed by **Corrigan** or such breakage results from the negligence of **Corrigan**; (h) from the failure of the mechanical functions of pianos, ranges, refrigerators radios, televisions, computers, and other mechanical or electronic equipment unless breakage results from the negligence of **Corrigan**.

B. Procedure for Disposition of Freight Claims. All claims for loss, damage or delay under paragraph 6.A., above, shall be filed by **Customer** with **Corrigan** within one (1) month from the date of delivery of a shipment, or in the case of non-delivery, within one (1) month from the date the shipment should have been delivered. All such claims shall be paid, declined or resolved within one hundred eighty (180) days of the file date. **Corrigan** shall provide **Customer** with written acknowledgment of the claim within thirty (30) days of the receipt of the claim.

C. Statute of Limitations. Any action at law for such loss, damage or delay shall be instituted against **Corrigan** only within two (2) years from the date of **Corrigan's** written notice to **Customer** of disallowance of such claim or any part thereof.

7. **WAREHOUSE RULES.** Access to goods stored in our warehouse is by appointment only. Reasonable notice is required for access to or for delivery of goods in storage. A labor charge will be made for handling of and access to goods in storage. A platform charge will be made when goods are released to an outside carrier. All charges due must be paid in full before **Corrigan** will release the **Customer's** goods. It is agreed that the address of the depositor of goods for storage is as given on the **Proposal** and shall be relied upon by **Corrigan** as the address of the depositor until change of address is given in writing to **Corrigan** and acknowledged in writing by **Corrigan**. Notice of any change of address will not be valid or binding upon **Corrigan** if given or acknowledged in any other manner. The **Customer** agrees that unless notice is given in writing to the company within ten days after the receipt of the inventory list accompanying any service, the inventory list shall be deemed to be a correct and complete description of all items transported and/or stored and the condition thereof.

8. **HOUSEHOLD GOODS MOVES.** On any household goods moves, these terms & conditions are superseded by the relevant contracts, regulations, tariffs, and transportation agreements that are applicable for that relocation.

9. **TERM OF AGREEMENT.** Subject to any right of termination provided herein, the term of this Agreement shall be for one (1) year (the "Initial Term"). Thereafter, this contract will be extended for successive one (1) year periods (the "Extended Term") unless either party gives written notice not to renew to the other party no later than ninety (90) days prior to the end of the then current term.

10. **TERMINATION.** Notwithstanding the provisions of Paragraph 7 above, this **Agreement** may be terminated by either party but no sooner than after the expiration of at least three (3) months of the first period of service specified in Paragraph 7 above, and thereafter only upon

thirty (30) days written notice from the terminating party to the non-terminating party.

11. **SURVIVAL OF WARRANTIES.** No termination of this **Agreement** shall cancel or otherwise discharge any obligations and liabilities of **Customer** and **Corrigan** which exist as of the date of termination, and all warranties and representations of either party shall survive termination.

12. **NATURE OF SERVICES AND WAIVER.** This **Agreement** is a contract within the meaning of 49 U.S.C. §14101(b)(1). Except as otherwise provided herein, **Corrigan** and **Customer** expressly waive any and all rights and remedies each may have under Part B of the ICCTA 49 U.S.C. §13101-14914, including by reference and for emphasis, but without limitation, 49 U.S.C. §§ 13706, 13707, 13708, 13709, 13704, 14705 and 14706, respectively, thereof. However, nothing in this **Agreement** shall be construed as waiving any provision governing **Corrigan's** compliance with any and all statutory registration, insurance and/or safety related requirements relative to motor carriers, such as **Corrigan**.

13. **INDEPENDENT CONTRACTOR STATUS OF CORRIGAN.** At all times during the term of this **Agreement**, **Corrigan** shall be and is an independent contractor and the persons operating **Corrigan's** vehicles and equipment shall not be the employees of **Customer**.

14. **NON-SOLICITATION OF EMPLOYEES.** During the term of this **Agreement**, and for one (1) year thereafter, **Customer** agrees not to solicit or employ any employees of **Corrigan** without prior written consent.

15. **AGREEMENT NON-EXCLUSIVE.** It is understood and agreed between the parties hereto that this is a non-exclusive agreement and that **Corrigan** shall be free to accept freight for transportation from Customers other than **Customer** and that **Customer** shall be free to tender freight for transportation to carriers other than **Corrigan**.

16. **ENTIRE UNDERSTANDING.** This **Agreement** and attached documents, including the **Proposal**, is the instrument that contains the entire understanding and contractual agreement between the parties with respect to the transportation services described herein. It cannot be amended except in a writing signed and dated by both parties as provided in Paragraph 17, below.

17. **CHANGES, MODIFICATIONS, AND ALTERATIONS.** The terms and conditions of this **Agreement** shall not be changed, modified, or altered by either party except by a written amendment which has been signed and dated by authorized representatives of both parties hereto. Verbal agreements and instructions which change, modify, or alter the terms or conditions contained within this written **Agreement** are not permitted and are not binding. Such changes are without force until they have been incorporated within an effective written amendment to this **Agreement** or a new agreement which replaces it. Amendments must be signed by authorized representatives of both parties before they can become effective. All amendments will be sequentially numbered and will show the effective date on the bottom of the first page (and also an expiration date if it is different from the original expiration date of this **Agreement**).

18. **INVALIDITY OF PROVISIONS.** Should any part of this **Agreement** for any reason be declared by any court of competent jurisdiction to be invalid, such decision shall not effect the validity of any remaining portion, which remaining portion shall continue in full force and effect as if this **Agreement** had been executed with the invalid portion hereof eliminated, it being the intention of the parties that they would have executed the remaining portion of this **Agreement** without including any such part, parts or portions which may for any reason be hereafter declared invalid.

19. **FORCE MAJEURE.** Delays in the performance under this **Agreement** shall be excused, upon notice (when and where conditions allow) to the other party, when occasioned by war, civil commotion, acts of God, fire, authority of law, crop failure, strikes, the inherent nature of the goods, and other like occurrences, but only to the extent of the delay caused by such events of *force majeure* and only for so long as such *force majeure* continues; provided, however, that the party so excused from delay in performance shall have used its best efforts to avoid and/or remedy the effects of such *force majeure*. The volume to which **Customer** is committed as specified in this **Agreement** shall be reduced in proportion to any such delay caused by any such event of *force majeure*.

20. **ASSIGNMENT OF AGREEMENT.** The rights and obligations of this **Agreement** are personal to **Corrigan** and **Customer**. This **Agreement** shall not be assignable or otherwise transferable by either party, in whole or in part, without written consent of the other party.

21. **GOVERNING LAW.** This **Agreement** shall be governed by and construed in accordance with the laws of the United States or, alternatively, and depending on jurisdiction, the laws of the State of Michigan.

22. **ARBITRATION.** In order to resolve any dispute hereunder, the parties shall submit the matter to binding arbitration. Such arbitration shall be conducted: (a) in Farmington Hills, Michigan under the rules then in force of the American Arbitration Association ("AAA"), including one or more arbitrators as the parties may agree; or, alternatively, (b) the parties may proceed to arbitration in accordance with the rules and procedures promulgated by the Transportation Lawyers Association, a nonprofit organization. Any decision may include any remedy contemplated by this **Agreement** and any allocation of the administrative fees and expenses of such arbitration deemed just and equitable to the arbitrator.

23. **WAIVER AND DISCHARGE.** This **Agreement** may not be released, discharged, abandoned, changed, or modified in any manner except

by an instrument in writing signed on behalf of each of the parties hereto by their duly authorized representatives. The failure of any party hereto to enforce at any time any of the provisions of this **Agreement** shall in no way be construed to be a waiver of any such provision, or in any way to affect the validity of this **Agreement** or any part thereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this **Agreement** shall be held to be a waiver of any other or subsequent breach. In no event shall any part be liable for consequential, indirect special or incidental damages, whether based on contract, tort or any other legal theory.

24. TITLES AND HEADINGS. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this **Agreement**.

25. ATTACHMENTS. The **Proposal**, as well as other attachments to this **Agreement** shall be construed with and as an integral part of this **Agreement** to the same extent as if it had been set forth verbatim herein.

26. ENTIRE AGREEMENT. This **Agreement** and the **Proposal** and documents signed by both parties and described in paragraph 24, above, represent the entire agreement of the parties.

27. SEPARABILITY. In the event that any phrase, clause, sentence, or other provision contained in this **Agreement** shall violate any applicable statute, ordinance, or rule of law, the same shall be ineffective to the extent of such violations without invalidating any other provision of this **Agreement**.



23923 Research Drive Farmington Hills MI 48335 | (800) 267-7442

Commercial Relocation Proposal

Date of Proposal

May 20, 2021

Grosse Pointe Public School System

Origin

Grosse Pointe North High School Book Storage Room

Dates of service

June 14, 2021; on-site 8 – 10am

September 3, 2021; on-site 8-10am

Scope of Work

Supply and deliver 32 double-sided library carts

Proposed Rates

Delivery	2 @ \$175.00	\$350.00
Rental	32 @ \$2.40/day/80 days	\$6,144.00
Pick-up	2 @ \$175.00	\$350.00
Liability limited to \$0.60 per pound per article		NC

Total **\$6,844.00**

CUSTOMER:

Signature: _____

Printed: _____

CORRIGAN:

Signature: _____

Printed: _____

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- (vi) Accept financial responsibility for all delays in completion of the transportation caused by circumstances beyond **Corrigan's** control. Such circumstances include, but are not limited to, adverse weather conditions, highway obstructions, faulty or impassible highways or lack of capacity of a highway or bridge, riots, strikes, or military activities, malfunctioning of **Customer's** onsite equipment, impairment of access, unforeseen delays at the dock area, non-operation of elevators, presence of **Customer's** personnel, blocked entrances, additional items to be moved, changed plans of movement and inaccurate furniture placement graphs.

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The parties hereto intend that all shipments hereunder shall be on a "freight prepaid" basis. To the extent of any shipments accepted by **Corrigan** that are shipped by **Customer** on a "collect" basis, **Customer** guarantees to **Corrigan** full and complete payment of any such charges in the event that the consignee fails to pay same.

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5. **CARRIER AND WAREHOUSE LIEN.** **Corrigan** shall have lien rights on **Products** for any sums due and payable to **Corrigan** hereunder.

6. **CORRIGAN'S LIABILITY FOR LOSS, DAMAGE OR DELAY TO PRODUCT.**

A. Liability and Measure of Damages. **Corrigan** shall not be liable to **Customer**, except for loss or damage to **product** occurring while shipment is under the care, custody and control of **Corrigan**, including any agent or subcontractor of **Corrigan**. It is agreed that the liability of **Corrigan** is limited to sixty cents (\$0.60) per pound per article unless a higher released value is stated in the **Proposal** in which case the **Customer** agrees to pay **Corrigan** an additional valuation charge as stated in the **Proposal**.

Corrigan shall not be liable for loss that occurs (a) from an act, omission or order of the **Customer**; (b) from ordinary aging, wear & tear; (c) from a defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity; (d) from hostile or warlike action including terrorism and insurrection; (e) from strikes, lockouts, labor disturbances, riots, or civil disturbances; (f) from acts of God; (g) from breakage of articles of a brittle or fragile nature unless such articles are packed by **Corrigan** or such breakage results from the negligence of **Corrigan**; (h) from the failure of the mechanical functions of pianos, ranges, refrigerators, radios, televisions, computers, and other mechanical or electronic equipment unless breakage results from the negligence of **Corrigan**.

B. Procedure for Disposition of Freight Claims. All claims for loss, damage or delay under paragraph 6.A., above, shall be filed by **Customer** with **Corrigan** within one (1) month from the date of delivery of a shipment, or in the case of non-delivery, within one (1) month from the date the shipment should have been delivered. All such claims shall be paid, declined or resolved within one hundred eighty (180) days of the file date. **Corrigan** shall provide **Customer** with written acknowledgment of the claim within thirty (30) days of the receipt of the claim.

C. Statute of Limitations. Any action at law for such loss, damage or delay shall be instituted against **Corrigan** only within two (2) years from the date of **Corrigan's** written notice to **Customer** of disallowance of such claim or any part thereof.

7. **WAREHOUSE RULES.** Access to goods stored in our warehouse is by appointment only. Reasonable notice is required for access to or for delivery of goods in storage. A labor charge will be made for handling of and access to goods in storage. A platform charge will be made when goods are released to an outside carrier. All charges due must be paid in full before **Corrigan** will release the **Customer's** goods. It is agreed that the address of the depositor of goods for storage is as given on the **Proposal** and shall be relied upon by **Corrigan** as the address of the depositor until change of address is given in writing to **Corrigan** and acknowledged in writing by **Corrigan**. Notice of any change of address will not be valid or binding upon **Corrigan** if given or acknowledged in any other manner. The **Customer** agrees that unless notice is given in writing to the company within ten days after the receipt of the inventory list accompanying any service, the inventory list shall be deemed to be a correct and complete description of all items transported and/or stored and the condition thereof.

8. **HOUSEHOLD GOODS MOVES.** On any household goods moves, these terms & conditions are superseded by the relevant contracts, regulations, tariffs, and transportation agreements that are applicable for that relocation.

9. **TERM OF AGREEMENT.** Subject to any right of termination provided herein, the term of this Agreement shall be for one (1) year (the "Initial Term"). Thereafter, this contract will be extended for successive one (1) year periods (the "Extended Term") unless either party gives written notice not to renew to the other party no later than ninety (90) days prior to the end of the then current term.
10. **TERMINATION.** Notwithstanding the provisions of Paragraph 7 above, this Agreement may be terminated by either party but no sooner than after the expiration of at least three (3) months of the first period of service specified in Paragraph 7 above, and thereafter only upon thirty (30) days written notice from the terminating party to the non-terminating party.
11. **SURVIVAL OF WARRANTIES.** No termination of this Agreement shall cancel or otherwise discharge any obligations and liabilities of Customer and Corrigan which exist as of the date of termination, and all warranties and representations of either party shall survive termination.
12. **NATURE OF SERVICES AND WAIVER.** This Agreement is a contract within the meaning of 49 U.S.C. §14101(b)(l). Except as otherwise provided herein, Corrigan and Customer expressly waive any and all rights and remedies each may have under Part B of the ICCTA 49 U.S.C. §13101-14914, including by reference and for emphasis, but without limitation, 49 U.S.C. §§ 13706, 13707, 13708, 13709, 13704, 14705 and 14706, respectively, thereof. However, nothing in this Agreement shall be construed as waiving any provision governing Corrigan's compliance with any and all statutory registration, insurance and/or safety related requirements relative to motor carriers, such as Corrigan.
13. **INDEPENDENT CONTRACTOR STATUS OF CORRIGAN.** At all times during the term of this Agreement, Corrigan shall be and is an independent contractor and the persons operating Corrigan's vehicles and equipment shall not be the employees of Customer.
14. **NON-SOLICITATION OF EMPLOYEES.** During the term of this Agreement, and for one (1) year thereafter, Customer agrees not to solicit or employ any employees of Corrigan without prior written consent.
15. **AGREEMENT NON-EXCLUSIVE.** It is understood and agreed between the parties hereto that this is a non-exclusive agreement and that Corrigan shall be free to accept freight for transportation from Customers other than Customer and that Customer shall be free to tender freight for transportation to carriers other than Corrigan.
16. **ENTIRE UNDERSTANDING.** This Agreement and attached documents, including the Proposal, is the instrument that contains the entire understanding and contractual agreement between the parties with respect to the transportation services described herein. It cannot be amended except in a writing signed and dated by both parties as provided in Paragraph 17, below.
17. **CHANGES, MODIFICATIONS, AND ALTERATIONS.** The terms and conditions of this Agreement shall not be changed, modified, or altered by either party except by a written amendment which has been signed and dated by authorized representatives of both parties hereto. Verbal agreements and instructions which change, modify, or alter the terms or conditions contained within this written Agreement are not permitted and are not binding. Such changes are without force until they have been incorporated within an effective written amendment to this Agreement or a new agreement which replaces it. Amendments must be signed by authorized representatives of both parties before they can become effective. All amendments will be sequentially numbered and will show the effective date on the bottom of the first page (and also an expiration date if it is different from the original expiration date of this Agreement).
18. **INVALIDITY OF PROVISIONS.** Should any part of this Agreement for any reason be declared by any court of competent jurisdiction to be invalid, such decision shall not effect the validity of any remaining portion, which remaining portion shall continue in full force and effect as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may for any reason be hereafter declared invalid.
19. **FORCE MAJEURE.** Delays in the performance under this Agreement shall be excused, upon notice (when and where conditions allow) to the other party, when occasioned by war, civil commotion, acts of God, fire, authority of law, crop failure, strikes, the inherent nature of the goods, and other like occurrences, but only to the extent of the delay caused by such events of force majeure and only for so long as such force majeure continues; provided, however, that the party so excused from delay in performance shall have used its best efforts to avoid and/or remedy the effects of such force majeure. The volume to which Customer is committed as specified in this Agreement shall be reduced in proportion to any such delay caused by any such event of force majeure.
20. **ASSIGNMENT OF AGREEMENT.** The rights and obligations of this Agreement are personal to Corrigan and Customer. This Agreement shall not be assignable or otherwise transferable by either party, in whole or in part, without written consent of the other party.
21. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the United States or, alternatively, and depending on jurisdiction, the laws of the State of Michigan.
22. **ARBITRATION.** In order to resolve any dispute hereunder, the parties shall submit the matter to binding arbitration. Such arbitration

shall be conducted: (a) in Farmington Hills, Michigan under the rules then in force of the American Arbitration Association (“AAA”), including one or more arbitrators as the parties may agree; or, alternatively, (b) the parties may proceed to arbitration in accordance with the rules and procedures promulgated by the Transportation Lawyers Association, a nonprofit organization. Any decision may include any remedy contemplated by this **Agreement** and any allocation of the administrative fees and expenses of such arbitration deemed just and equitable to the arbitrator.

23. WAIVER AND DISCHARGE. This **Agreement** may not be released, discharged, abandoned, changed, or modified in any manner except by an instrument in writing signed on behalf of each of the parties hereto by their duly authorized representatives. The failure of any party hereto to enforce at any time any of the provisions of this **Agreement** shall in no way be construed to be a waiver of any such provision, or in any way to affect the validity of this **Agreement** or any part thereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this **Agreement** shall be held to be a waiver of any other or subsequent breach. In no event shall any part be liable for consequential, indirect special or incidental damages, whether based on contract, tort or any other legal theory.

24. TITLES AND HEADINGS. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this **Agreement**.

25. ATTACHMENTS. The **Proposal**, as well as other attachments to this **Agreement** shall be construed with and as an integral part of this **Agreement** to the same extent as if it had been set forth verbatim herein.

26. ENTIRE AGREEMENT. This **Agreement** and the **Proposal** and documents signed by both parties and described in paragraph 24, above, represent the entire agreement of the parties.

27. SEPARABILITY. In the event that any phrase, clause, sentence, or other provision contained in this **Agreement** shall violate any applicable statute, ordinance, or rule of law, the same shall be ineffective to the extent of such violations without invalidating any other provision of this **Agreement**.