CITY CLERK
ORIGINAL

C-8892
05/13/2014

AGREEMENT FOR MOVING SERVICES

This Agreement for moving services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Berger Transfer & Storage, Inc., a Minnesota corporation, authorized to do business in Arizona, (the "Contractor"), as of the 13 day of May, 2014.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A** (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. Schedule. The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. Contractor's Work.

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment")

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating

Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U S C § 101, *et seq*, and other intellectual work product as may be applicable ("Work Product")

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $25,975.00 as specifically detailed in **Exhibit B** (the "Compensation")

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval

b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. Billings and Payment.

5 1 Applications.

a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

a. Contractor will be equitably compensated for Service and Repair furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City

6 2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand, however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater

7. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

a. Contractor and Sub-contractors Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $$1,000,000 per occurrence and $2,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $$1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and $1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles

d. Workers' Compensation and Employer's Liability. Contractor and sub-contractor must, at all times relevant hereto, carry a workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of.

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

f. Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

g Other Contractors or Vendors

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e g , the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance)

h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

a Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement

c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested

8.3 Indemnification.

a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party

9. Immigration Law Compliance.

9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A R S § 23-214(A) which requires registration and participation with the E-Verify Program

9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9 1 above.

9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

9 6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

10 1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing, and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested), and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5.00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p m ; or

(2) As of the next business day after receipt, if received after 5:00 p.m

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Berger Transfer & Storage, Inc.
c/o Eric Anderson
3326 E. Wier Avenue
Phoenix, AZ 85040
Phone: (602) 254-7181

b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is

City of Glendale
c/o Ron Gouger
City of Glendale
6210 W. Myrtle Avenue, Suite #111
Glendale, Arizona 85301
623-930-2647

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement

a Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12 3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. Term. The term of this Agreement commences upon the effective date and continues for a one year initial period The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

14. Dispute Resolution. Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C The final determination will be made by the City.

15. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project

Exhibit B Compensation

Exhibit C Dispute Resolution

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

By. Brenda S. Fischer
Its: City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Berger Transfer & Storage, Inc.,
an Arizona corporation

By. Eric Anderson
Its General Manager

EXHIBIT A

MOVING SERVICES

PROJECT

In accordance with the terms and conditions of this Agreement and the attached Proposals for Office and Industrial Moves for the City of Glendale Communications Department, the City of Glendale Fire Department, the City of Glendale IT Department (Move Portion) the City of Glendale IT Department (Modular Portion) and the City of Glendale Transportation Department,, the City is retaining Berger Transfer & Storage, Inc. to provide moving services to the City's Communications, Fire, IT and Transportation Departments.

EXHIBIT B

MOVING SERVICES

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Paragraph 5 of the Agreement.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $25,975.00.

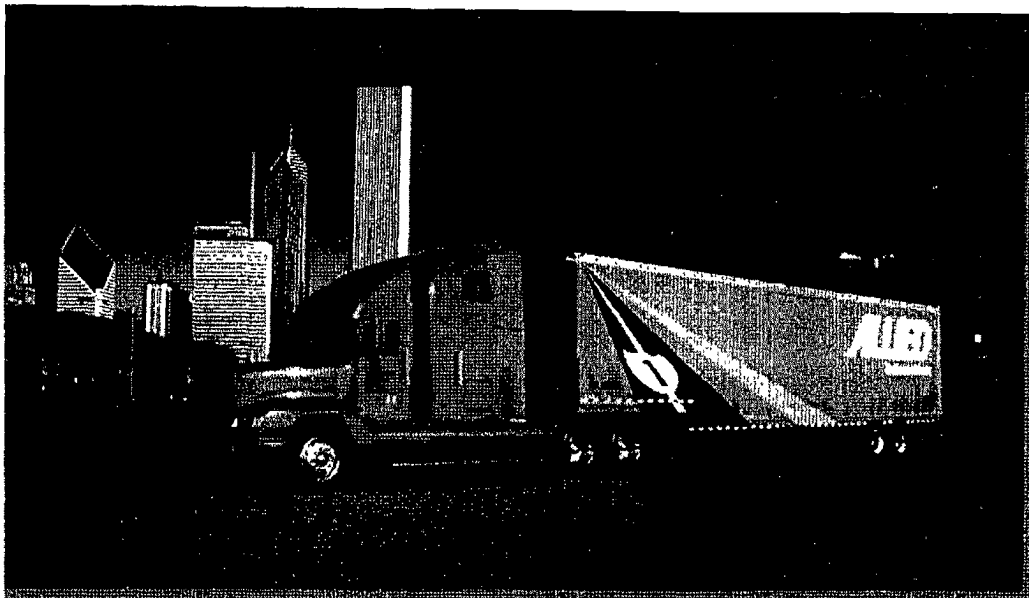
DETAILED PROJECT COMPENSATION

Berger Transfer & Storage, Inc. is providing relocation/moving services including manpower and equipment to the City's Communications, Fire, IT and Transportation Departments

The total estimated of the cost of manpower, trucks, equipment and packing material is broken down by Department as follows:

Communications	= $4,635.00
Fire	= $8,915 00
IT (Move Portion)	= $2,625.00
IT (Modular Portion)	= $4,040.00
Transportation	= $5,760.00

Notwithstanding the amounts contained in the Proposal is an estimated cost per Department, the total amount of compensation to be provided to Contractor under this Agreement shall not exceed $25,975.00.



Office and Industrial Moves

BERGER
MOVING FORWARD »

City of Glendale Communications Department

Eric Anderson

Office and Industrial Specialist

602-254-7181

Cell 602-796-3649
Erica@bergerallied.com

Pricing Page

City of Glendale
5800 Glen Drive – Suite 150
Glendale, Arizona 85301
Attn: Mr. Norm Gordon

Communications

Dear Mr. Gordon,
Thank you very much for allowing Berger Transfer/Allied Van Lines the opportunity to submit a relocation quote to you & your company. We can do the move on whatever day is your preference. The following is an estimated cost for your relocation for the Communications Department.

MANPOWER & TRUCKS:

Date to Be Determined @ 8:00 am:

One Supervisor, Three Drivers, Twelve Movers, & Three Bobtail Trucks @ $480.00 per hour for an estimated 8 hours + 1 hour travel = $4,320.00

TOTAL ESTIMATED MANPOWER & TRUCKS = $4,320.00

EQUIPMENT & PACKING MATERIAL:

100 Four Wheel Dollies @ $2.00 each = $200.00
5 Computer Carts @ $5.00 each = $25.00
30 Speed Packs @ $3.00 each = $90.00

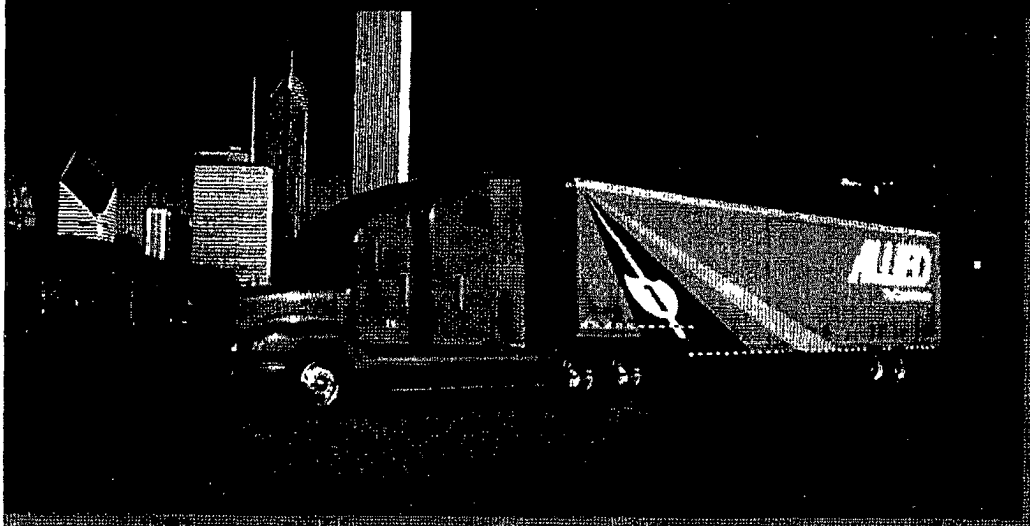
TOTAL ESTIMATED EQUIPMENT = $315.00

TOTAL ESTIMATED RELOCATION COST = $4,635.00

Sincerely,

Eric Anderson
General Manager
Office & Industrial Specialist
Berger Transfer / Allied Van Lines

BERGER
MOVING FORWARD



Office and Industrial Moves

BERGER
MOVING FORWARD

City of Glendale Fire Department

Eric Anderson

Office and Industrial Specialist

602-254-7181

Cell 602-796-3649
Erica@bergerallied.com

Pricing Page

Fire Dept.

City of Glendale
5800 Glen Drive – Suite 150
Glendale, Arizona 85301
Attn: Mr. Norm Gordon

Dear Mr. Gordon,
Thank you very much for allowing Berger Transfer/Allied Van Lines the opportunity to submit a relocation quote to you & your company. We can do the move on whatever day is your preference. The following is an estimated cost for your relocation for the Fire Department.

MANPOWER & TRUCKS:

Date to Be Determined @ 8:00 am:

Two Supervisors, Four Drivers, Twenty -Four Movers, & Four Bobtail Trucks @ $860.00 per hour for an estimated 9 hours + 1 hour travel = $8,600.00

TOTAL ESTIMATED MANPOWER & TRUCKS = $8,600.00

EQUIPMENT & PACKING MATERIAL:

100 Four Wheel Dollies @ $2.00 each = $200.00
5 Computer Carts @ $5.00 each = $25.00
30 Speed Packs @ $3.00 each = $90.00

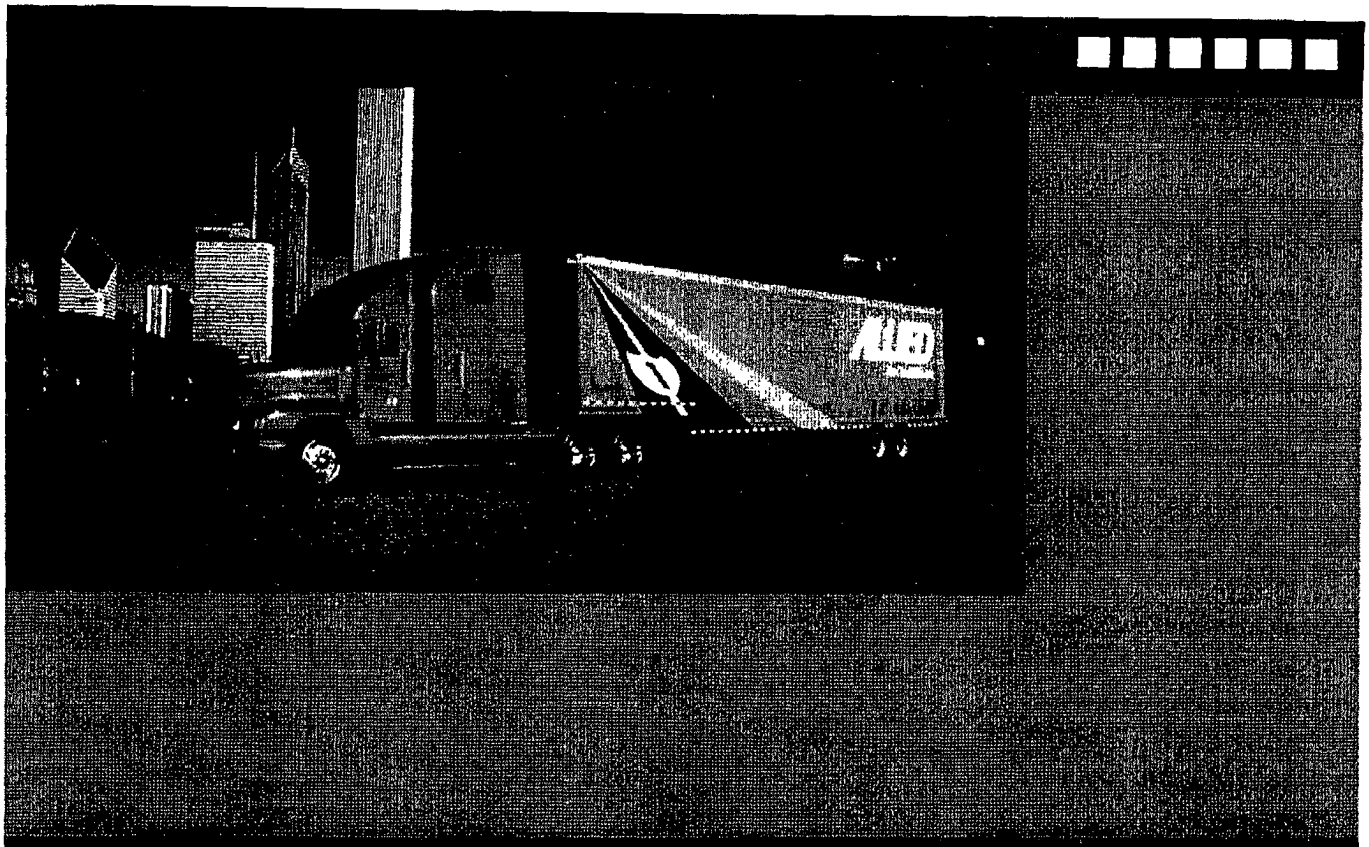
TOTAL ESTIMATED EQUIPMENT = $315.00

TOTAL ESTIMATED RELOCATION COST = $8,915.00

Sincerely,

Eric Anderson
General Manager
Office & Industrial Specialist
Berger Transfer / Allied Van Lines

BERGER
MOVING FORWARD



Office and Industrial Moves

BERGER
MOVING FORWARD

City of Glendale IT Department (Move Portion)

Eric Anderson

Office and Industrial Specialist

602-254-7181

Cell 602-796-3649

Erica@bergerallied.com

Pricing Page

City of Glendale
5800 Glen Drive – Suite 150
Glendale, Arizona 85301
Attn: Mr. Norm Gordon

IT Dept. (move)

Dear Mr. Gordon,
Thank you very much for allowing Berger Transfer/Allied Van Lines the opportunity to submit a relocation quote to you & your company. We can do the move on whatever day is your preference. The following is an estimated cost for your relocation for the IT Department without the Modular Furniture.

MANPOWER & TRUCKS:

Date to Be Determined @ 8:00 am:

One Supervisor, Two Drivers, Eight Movers, & Two Bobtail Trucks @ $330.00 per hour for an estimated 6 hours + 1 hour travel = $.00

TOTAL ESTIMATED MANPOWER & TRUCKS = $2,310.00

EQUIPMENT & PACKING MATERIAL:

100 Four Wheel Dollies @ $2.00 each = $200.00
5 Computer Carts @ $5.00 each = $25.00
30 Speed Packs @ $3.00 each = $90.00

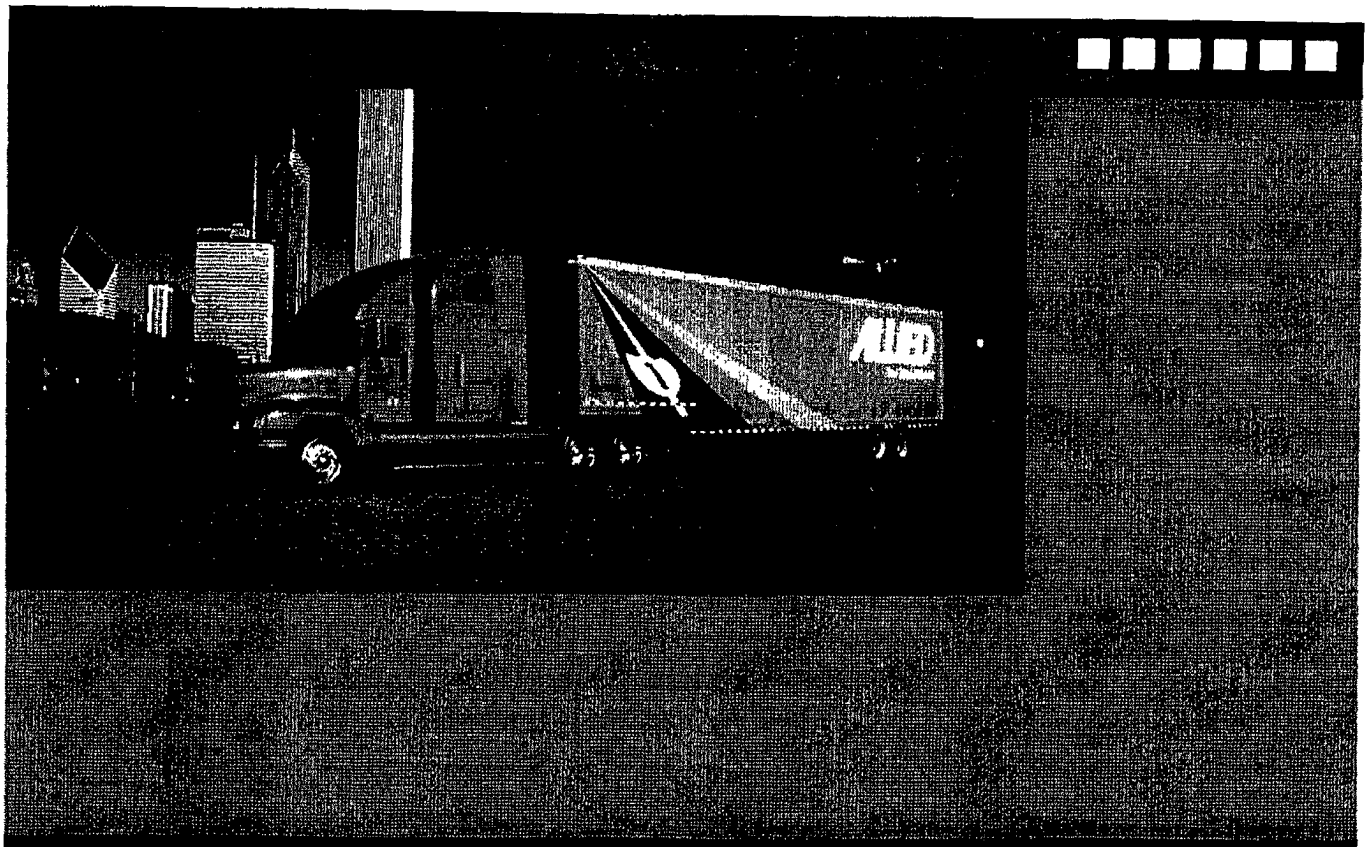
TOTAL ESTIMATED EQUIPMENT = $315.00

*TOTAL ESTIMATED RELOCATION COST = **$2,625.00***

Sincerely,

Eric Anderson
General Manager
Office & Industrial Specialist
Berger Transfer / Allied Van Lines

BERGER
MOVING FORWARD



Office and Industrial Moves

BERGER
MOVING FORWARD

City of Glendale IT Department (Modular Portion)

Eric Anderson

Office and Industrial Specialist

602-254-7181

Cell 602-796-3649
Erica@bergerallied.com

Pricing Page

City of Glendale
5800 Glen Drive – Suite 150
Glendale, Arizona 85301
Attn: Mr. Norm Gordon

IT Dept. – Modular Portion

Dear Mr. Gordon,
Thank you very much for allowing Berger Transfer/Allied Van Lines the opportunity to submit a relocation quote to you & your company. We can do the move on whatever day is your preference. The following is an estimated cost for your relocation for the IT Department Modular Furniture.

MANPOWER & TRUCKS:

Date to Be Determined @ 8:00 am:

One Supervisor, Two Driver/Installers, Five Installers, & Two Bobtail Trucks @ $320.00 per hour for an estimated 11 hours + 1 hour travel = $3,840.00

TOTAL ESTIMATED MANPOWER & TRUCKS = $3,840.00

EQUIPMENT & PACKING MATERIAL:

30 Four Wheel Dollies @ $2.00 each = $60.00
10 Panel Carts @ $5.00 each = $50.00
30 Speed Packs @ $3.00 each = $90.00

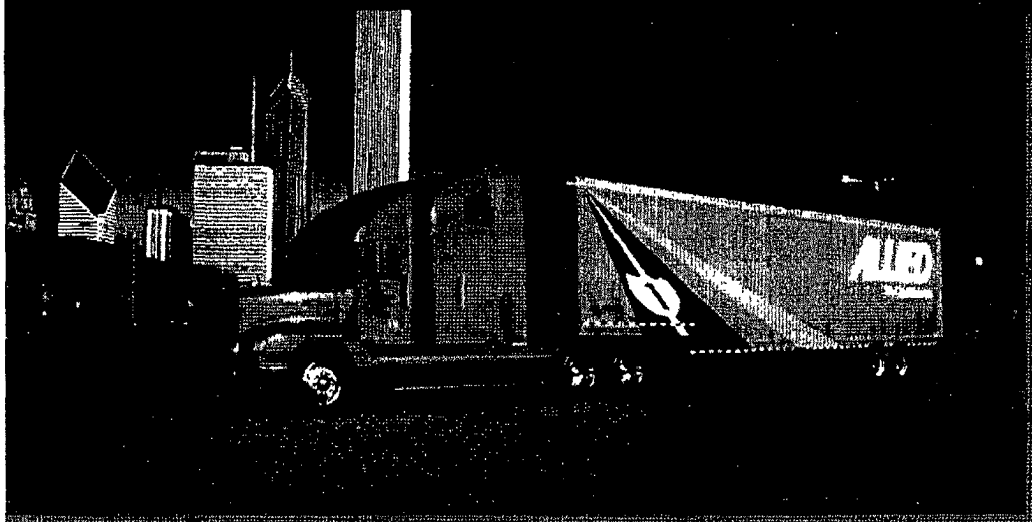
TOTAL ESTIMATED EQUIPMENT = $200.00

TOTAL ESTIMATED RELOCATION COST = $4,040.00

Sincerely,

Eric Anderson
General Manager
Office & Industrial Specialist
Berger Transfer / Allied Van Lines

BERGER
MOVING FORWARD



Office and Industrial Moves

BERGER
MOVING FORWARD

City of Glendale Transportation Department

Eric Anderson

Office and Industrial Specialist

602-254-7181

Cell 602-796-3649
Erica@bergerallied.com

Pricing Page

City of Glendale
5800 Glen Drive – Suite 315
Glendale, Arizona 85301
Attn: Mr. Norm Gordon

Transportation

Dear Mr. Gordon,
Thank you very much for allowing Berger Transfer/Allied Van Lines the opportunity to submit a relocation quote to you & your company. We can do the move on whatever day is your preference. The following is an estimated cost for your relocation for the Transportation Department.

MANPOWER & TRUCKS:

Date to Be Determined @ 8:00 am:
One Supervisor, Four Drivers, Seventeen Movers, & Four Bobtail Trucks @ $605.00 per hour for an estimated 8 hours + 1 hour travel = $5,445.00

TOTAL ESTIMATED MANPOWER & TRUCKS = $5,445.00

EQUIPMENT & PACKING MATERIAL:

100 Four Wheel Dollies @ $2.00 each = $200.00
5 Computer Carts @ $5.00 each = $25.00
30 Speed Packs @ $3.00 each = $90.00

TOTAL ESTIMATED EQUIPMENT = $315.00

TOTAL ESTIMATED RELOCATION COST = $5,760.00

Sincerely,

Eric Anderson
General Manager
Office & Industrial Specialist
Berger Transfer / Allied Van Lines

BERGER
MOVING FORWARD

EXHIBIT B

MOVING SERVICES

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Quotes for Moving Services for City of Glendale Departments: Communications, Fire, IT (move and modular portion) and Transporation.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $25,975.00.

DETAILED PROJECT COMPENSATION

Moving services city wide as needed.

EXHIBIT C

MOVING SERVICES

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

89335

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/5/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Wells Fargo Transportation Department	
Commercial Lines - (952) 242-3100 Wells Fargo Insurance Services USA, Inc. 400 Highway 169 South, 8th Floor St. Louis Park, MN 55426	PHONE (A/C, No, Ext): 952-242-3100	FAX (A/C, No): 866-851-3018
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Transguard Ins. Co. of America, Inc.	28886
INSURED Berger Transfer & Storage, Inc. DBA Berger Phoenix 602 S. 54th Ave Phoenix, AZ 85043	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 7692312 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		TCP010104708	8/01/2013	8/01/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X		TCP010104708	8/01/2013	8/01/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Physical Damage			TCP010104708	8/01/2013	8/01/2014	Comp Ded $5,000/Coll Ded $5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured regarding General Liability and Automobile with respect to work performed by the named insured, under the terms of an insured contract. Coverage is Primary and non-contributory.

CERTIFICATE HOLDER

City of Glendale
Attn Norman Gordon
5800 Glen Drive
Glendale, AZ 85301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OP ID: TOM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/05/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Gilbert Brothers Insurance 10900 Wayzata Blvd., Ste. 215 Minnetonka, MN 55305 Thomas E. Gilbert Phone: 952-767-6654 Fax: 952-767-6641	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: BERGE07
INSURED Berger - Phoenix Berger Transfer & Storage Inc 602 S 54th Avenue Phoenix, AZ 85043	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Zurich North America INSURER B: AGCS Marine Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 8373841-18 OTHER STATES ENDORSEMENT	04/01/14	04/01/15	X WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	WAREHOUSEMEN/CARGO			MXI 93048607	06/01/14	06/01/15	ONE UNIT	250,000
				MXI 93048607	06/01/13	06/01/14	DISASTER	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CIGLEND

City of Glendale
Attn: Norman Gordon
5800 Glen Drive
Glendale, AZ 85301

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Thomas E. Gilbert

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