

DRAFT
RELOCATION ASSISTANCE SERVICES CONTRACT
LUMP SUM

This agreement, entered into this _____ day of _____, _____, by the Nebraska Department of Transportation, Right of Way Division, (herein called "ROW Division") and _____, (herein called "Relocation Consultant") agrees:

- A. The Relocation Consultant agrees to determine Relocation Assistance Benefits and provide Relocation Assistance Advisory Services for those identified as being displaced from this project as provided for in the attached Relocation Assistance Services Specifications, including Appendix A and Appendix B.
- B. In return for the total fee of \$ _____, as itemized in Appendix "B", it is agreed that the Relocation Consultant will complete the requirements of the Relocation Assistance Services Specifications.
- C. After all of the Relocation Benefit Studies have been completed, a forty percent (40%) Progress Payment will be made by the ROW Division upon submittal of a billing statement by the Relocation Consultant.
- D. After all of the Relocation Claims and Deliverables have been submitted to the ROW Division, the Final Payment (60%) will be made by the ROW Division upon submittal of a billing statement by the Relocation Consultant.
- E. In the event a dispute arises concerning a question or fact in connection with the work not specifically covered or referenced by any other terms of this contract, the ROW Division's management will determine the final position. Where no agreement can be reached, this contract shall be terminated. The contract may also be terminated when, in the opinion of the ROW Division, the Relocation Consultant's services are unsatisfactory, or because of the Relocation Consultant's failure to prosecute the work with due diligence, or within the time limits specified in this agreement, or because of the Relocation Consultant's disability or death. In such an event, when a notice of termination is given by the ROW Division, the work which has been completed, becomes the property of the ROW Division. The ROW Division's management shall arbitrate settlement for the completed work.
- F. The Relocation Consultant shall commence work on the services upon receipt of notice to proceed from the ROW Division, and the Relocation Consultant shall complete the services no later than _____. The ROW Division assumes no liability for work performed or costs incurred prior to the beginning date or subsequent to the contract completion date.
- G. Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by mail if sent to the respective address of each party.
- H. During the performance of this Contract, Relocation Consultant agrees to observe and comply with the Nondiscrimination Clauses set forth in Appendix A.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the Relocation Consultant this ____ day of ____, ____.

Relocation Consultant

EXECUTED by ____, Nebraska Department of Transportation, Right of Way Division, this ____ day of ____, ____.

APPROVED:

Authorized Signature