

**DRAFT  
RELOCATION ASSISTANCE SERVICES CONTRACT  
HOURLY**

This agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, (herein called "Nebraska Department of Road, Right of Way Division" (ROWD) 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. For performance of the direct labor work for relocation assistance, the Relocation Consultant shall be compensated for actual hours worked on the basis of established hourly rates, in accordance with paragraph "D" of this section. Compensation for direct non-salary costs will be in accordance with paragraph "E" of this section.

C. Progress and final payments will be based on receipted invoices or certified billings and compensation will be in accordance with 48 CFR 31. Final payment will be based on an audit to be performed by the ROWD at the conclusion of the work.

D. Direct Labor Costs: Hourly rates for employees of the Relocation Consultant will be based upon established hourly rates as shown in Exhibit "B". Included in the established hourly rates are wages, overhead, general and administrative expenses, and profit.

E. Direct Non-Salary Costs: Charges in this category include per diem expenses for personnel away from their base of permanent assignment, communication costs, reproduction and printing costs, computer charges, special equipment and materials required for the project, special insurance premiums if required solely for this agreement, mobilization/demobilization costs, and such other similar items. Payment for these items must be made on receipted invoices, whenever possible, or on certified billings of the Relocation Consultant. For purposes of standardization on this agreement, the following expenses will be reimbursed at these rates:

Automobile	cents per mile
Survey Vehicle	cents per mile
Automobile rental	Actual reasonable cost
Air fare	Actual reasonable cost, giving the ROWD all discounts
Lodging	Actual cost, not to exceed \$ _____ per person daily
Meals	Actual cost, not to exceed
Breakfast	\$ _____
Lunch	\$ _____
Supper	\$ _____
	\$ _____ (Includes tax and gratuity)

For the Relocation Consultant and its employees to be eligible for the meal allowance, the following criteria must be met:

- Breakfast: (1) Employee is required to depart at or before 6:30 a.m., or
- (2) Employee is on overnight travel.
- Lunch: (1) Employee must be on overnight travel. No reimbursement for same day travel.
- (2) Employee is required to leave for overnight travel at or before 11:00 a.m., or
- (3) Employee returns from overnight travel at or after 2:00 p.m.
- Supper: (1) Employee returns from overnight travel or work location at or after 7:00 p.m., or
- (2) Employee is on overnight travel.

The Relocation Consultant is not required to provide the ROWD with meal receipts, but will note the actual costs in a daily diary, expense report, or on the individual's time sheet along with the time of departure to the project and time of return to the headquarters town. The total daily reimbursable meal costs must not exceed \$ per person.

F. The total hourly fees for relocation assistance, including the reimbursable expenses and direct labor costs under this agreement, are \$ . The Relocation Consultant shall not exceed the maximum for these items of work without prior written approval of the ROWD.

G. The Relocation Consultant may submit at monthly intervals, invoices to the ROWD which are based on the amount of work completed during each monthly period. The ROWD will reimburse the Relocation Consultant upon receipt of the invoices. The invoices for direct labor must include the established hourly rates, times the actual hours for each employee, plus the direct non-salary costs. Subject to final audit, the Relocation Consultant agrees to reimburse the ROWD for any overpayments discovered by the ROWD or its authorized representative. The agreement will be considered to be concluded at this time. The periodic payment to the Relocation Consultant will be based upon the satisfactory prosecution of the work and must be substantiated by monthly progress reports to be submitted with the Relocation Consultant's monthly invoices. If the Relocation Consultant does not submit a monthly invoice, the progress report must be submitted no later than the fifth day of each month. The acceptance by the Relocation Consultant of the final payment will constitute and operate as a release to the ROWD for all claims and liability to the Relocation Consultant, its representatives and assigns, for any and all things done, furnished or relating to the services rendered by the Relocation Consultant under or in connection with this agreement or any part thereof.

H. The Relocation Consultant shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available for examination at its office at all reasonable times during the agreement period and for three years from the date of final payment under this agreement. Such materials must be available for inspection by the ROWD, FHWA, or any authorized representative of the federal government, and copies thereof shall be furnished by the Relocation Consultant, when requested.

I. 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 ROWD'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 ROWD, 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, the work, which has been completed, when the notice of termination is given by the ROWD, becomes the property of the ROWD. The ROWD's management shall arbitrate settlement for the completed work.

J. The Relocation Consultant shall commence work on the services upon receipt of notice to proceed from the ROWD, and the Relocation Consultant shall complete the services no later than \_\_\_\_\_. The ROWD assumes no liability for work performed or costs incurred prior to the beginning date or subsequent to the contract completion date.

K. 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.

L. 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 \_\_\_\_\_, 20\_\_ .

\_\_\_\_\_  
**Relocation Consultant**

**EXECUTED by** \_\_\_\_\_, **Nebraska Department of Road, Right of Way Division**, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

**APPROVED:**

\_\_\_\_\_  
**Authorized Signature**