PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (P.L. 93‑579) and the Information Practices Act of 1977 (Civil Code Sections 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to your IPA Officer.

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|  | Dist |  | Co |  | Rte |  | KP (P.M.) |  | Exp Auth |
|  |  |  |  |  |  |
|  | Parcel No. |  |  |  |

It is hereby understood and agreed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Claimant), and the State of California, Department of Transportation, District \_\_\_\_\_, Relocation Assistance Branch (Department) that the total amount of $ \_\_\_\_\_\_\_\_\_\_ will be paid to Claimant for the relocation of all personal property itemized on the attached “Certified Inventory.” Said personal property will be moved from the State acquired property at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to the replacement business location at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The parties further agree as follows:

1. The “Certified Inventory” shall not contain any property classified as realty or property on consignment, and shall not contain any property for which payment has been made in the Right of Way Contract for the State acquired property.
2. No claim for payment shall be honored by the Department until:
3. Claimant has completed the relocation of all items as set forth in the attached Certified Inventory from the property acquired by the State.
4. Claimant has certified that items listed on the attached Certified Inventory were actually relocated to the replacement site.
5. A representative of the Department of Transportation has personally inspected the State acquired property and the replacement location to verify completion of the move.
6. Claimant shall provide the Department with reasonable advance notice of the date of the start of the move.
7. If upon inspection by the Department, any portion of the items on the attached Certified Inventory were not relocated to the replacement site for any reason whatsoever, an appropriate reduction in the agreed amount shall be made by the Department.
8. The claim for payment shall be submitted within eighteen (18) months of the date of moving from the State acquired property.
9. Claimant shall allow a representative of the Department to monitor the move, and such monitoring shall not carry with it any liability or responsibility on the part of the State of California or its representative.
10. Neither the Department nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted by Claimant under or in connection with this agreement. It is also understood and agreed that Claimant shall fully indemnify and hold the Department harmless for any liability imposed by injury or damage to property occurring by reason of anything done or omitted by Claimant in connection with this agreement.
11. In the event the actual cost of the move exceeds the amount agreed upon above, only those additional costs which can be shown to have been actually required in order to complete the move will, within certain limitations, be reimbursed. In this event, the actual cost of the entire move must be itemized and documented in support of the claim. All moving expense records are subject to review and audit by a representative of the Department. The total cost, under any circumstance, shall not exceed the amount of the lowest bid.

[*Choose one of the following:*]

9a. The payment of $ \_\_\_\_\_\_\_\_\_\_ is based on a Move Cost Finding (MCF) prepared by the District.

9b. The payment of $ \_\_\_\_\_\_\_\_\_\_ is based on qualified bid(s) as adjusted for profit and overhead.

This agreement does not include specialized and related moving costs which are to be performed by others. These costs will be handled under a separate claim upon completion of the work and presentation of itemized paid bills.

APPROVED:

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| --- | --- | --- |
|  |  |  |
| Relocation Assistance Branch |  | Claimant |
|  |  |  |
|  |  | Date |  |