



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

August 30, 2017

Memorandum

To: All Division Offices

From: Carl Barclay, PE *Carl H. Barclay*
State Utilities Manager

Subject: Name Change for Agreements

In an effort to reduce confusion and increase consistency, the Utilities Unit has renamed three of their agreements. The changes are as follows:

1. Utility Agreement (UA) becomes **Utility Construction Agreement (UCA)**.
2. Utility Preliminary Engineering Agreement (UPEA) becomes **Utility Preliminary Engineering Agreement (Payable) (UPEA(P))**.
3. Water and/or Sewer Engineering Agreement becomes **Utility Preliminary Engineering Agreement (Receivable) (UPEA(R))**.

As a result of these changes, "utility agreement" (lower case, not abbreviated) can now be used as a generic term referring to any of the agreements used by the Utilities Unit. The attached chart lists all the utility agreements and their applicability. This is a name change only and does not affect content, therefore agreements currently in process do not need to be revised.

If you have any questions regarding this change, please do not hesitate to contact me at cbarclay@ncdot.gov or 919-707-6982.

cc: Mr. Ron Hancock, PE
Mr. Greg Perfetti, PE
Mr. Jimmy Travis, PE
Mr. Lee Johnson

Which Agreement do I use? Depends! Who's paying? Who's constructing?

Cost Responsibility

	Owner	NCDOT	
Owner Constructs (Utilities by Others, UbO)	R/W Form 16.1 (non-C/A) R/W Form 16.2 (C/A) (If 100% Owner cost, standard encroachment forms are used)	Utility Relocation Agreement (URA, for construction costs, but may include engineering if there is not a separate UPEA(P)) (If NCDOT has ANY cost responsibility)	Utility Preliminary Engineering Agreement (Payable)¹ (UPEA(P), owner hires PEF or internal staff. Sometimes included in URA) (If NCDOT has ANY cost responsibility)
NCDOT Constructs (Utilities Construction, UC)	Utility Construction Agreement² (UCA, for construction costs) Utility Preliminary Engineering Agreement (Receivable)³ (UPEA(R) for design costs, NCDOT hires PEF) (If Owner has ANY cost responsibility)	Use and Occupancy Agreement (U&O) (If 100% NCDOT cost, no betterment)	Utility Preliminary Engineering Agreement (Payable)¹ (UPEA(P), owner hires PEF or internal staff) (If NCDOT has ANY cost responsibility)

1. Formerly- Utility Preliminary Engineering Agreement
2. Formerly- Utility Agreement
3. Formerly- Water and/or Sewer Engineering Agreement