DATE

WBS ELEMENT:

COUNTY:

DESCRIPTION:

SUBJECT: Use and Occupancy Agreement

Address

Dear:

The proposed improvement of \_\_\_\_\_\_\_\_\_\_\_\_\_\_is scheduled to be let to contract on \_\_\_\_\_\_\_\_\_\_, with construction beginning around the \_\_\_\_ of \_\_\_\_\_\_\_, \_\_\_\_\_\_. The construction of this project will require the relocation and adjustment of certain water and/or sewer lines owned by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. As discussed with you previously, the design for the relocation work will be handled by our engineers and the construction will be included in the Roadway Contract. This work will be done at the expense of the Department of Transportation in accordance with General Statute 136-27.1.

I am sending for your approval, Special Provisions, and Plans showing proposed water and sewer line relocations. In accordance with State and Federal Regulations, it will be necessary for the \_\_\_\_\_\_\_\_\_\_\_\_\_ and the Department of Transportation to agree in writing as to the terms of use and occupancy for the water and sewer lines to remain within the highway right of way. Accordingly, the following conditions will apply with regards to the water and/or sewer lines:

(1) The water and/or sewer lines will be located and accommodated in a manner that will not impair the planned highway or the construction or maintenance or interfere with the safe operation in accordance with the attached plans which are made apart hereof.

(2) The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be responsible for maintenance and service of the water and/ or sewer lines to be retained within the Department of Transportation's right of way limits in accordance with the mandate of the statutes and such other laws, rules, and regulations that have been or may be validly enacted or adopted now or hereafter.

(3) That upon satisfactory completion of the water and/or sewer line work, the \_\_\_\_\_\_\_ agrees that it shall release the Department of Transportation from any and all claims for damage in connection with relocation made to the water and/or sewer lines, and further, that it shall release the Department of Transportation of any further responsibility for the cost of maintenance to the water and/or sewer lines. This release shall be deemed to be given by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ upon completion of construction of the project and its acceptance by the Department of Transportation from the Roadway Contractor unless the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ notifies the Department of Transportation in writing to the contrary prior to the Department's acceptance of the project.

(4) The Department’s Special Provisions binds the contractor to guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The highway contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design. Where items of material carry a manufacturer’s guarantee for any period in excess of twelve months, then the manufacturer’s guarantee shall apply for that particular piece of material. Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project. Should any failure result from the conditions found in line item (4) the Department would then enter into a Contract with the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for reimbursement to be made to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for necessary repairs performed by the \_\_\_\_\_\_\_\_\_\_\_\_\_ and/or its contractor. The Utility Relocation Agreement would be issued by the NCDOT Utilities Unit and the repairs would be coordinated between the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the Department’s assigned Resident Engineer.

Please indicate your concurrence in these conditions and attached plans by signing in the appropriate space provided below and return for our file no later than \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_. If our office has not received this agreement by the due date, the highway project will be delayed by the Department of Transportation.

Sincerely,

Bryon Sanders, PE

State Utilities Manager

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Utility Coordinator

BS: \_\_\_

Attachment

Approved and Accepted For:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_TITLE

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

UT Form 15

REV. 02/10/2022