

# Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

**Entity:** \_\_\_\_\_

**County:** [Select County]

**TIP / WBS Element:**

**TIP:** \_\_\_\_\_

**WBS Element:** \_\_\_\_\_

**Scope:** The Project consists of \_\_\_\_\_

**Funding:**

**Type:** Receivable

**Total Cost:** \$ \_\_\_\_\_

**Responsibilities:**

**Engineering Utility Relocation Plans:**

The \_\_\_\_\_ shall be responsible for \_\_\_\_\_ cost.

Upon completion of the utility plans covered under this Agreement; the \_\_\_\_\_ shall assume ownership of the plans to be used at a later date by the North Carolina Department of Transportation and its approved highway contractor.

NORTH CAROLINA

**WATER AND/OR SEWER ENGINEERING  
AGREEMENT**

[SELECT COUNTY] COUNTY

DATE:

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

Project: \_\_\_\_\_

AND

WBS Elements: \_\_\_\_\_

\_\_\_\_\_

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the \_\_\_\_\_, hereinafter referred to as the "Agency";

**WITNESSETH:**

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project \_\_\_\_\_, in [Select County] County, said plans consists of \_\_\_\_\_; [Select County] County; said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed under the Department's limited service agreement by one of the approved Department's professional service firms with full reimbursement by the Agency for the costs thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

1. The Department shall use its utility limited service agreement for Project \_\_\_\_\_ [Select County] County, utility engineering firm to engineer the utility plans for the relocation of \_\_\_\_\_. Said work shall be accomplished in accordance with the Department's limited service agreement and policies for utility plan engineering.
2. The Agency shall be responsible for the below actual cost as agreed upon between the Department, Agency and Department's Utility Engineering Firm. The actual cost to the Agency is \$\_\_\_\_\_ as shown on the attached Exhibit "A". It is understood by both the Department and Agency that this is a final cost unless the Agency requests additional work not covered under

this agreement, plan review by the Department and/or Agency does not properly identify all existing conflicts or Department revises highway plans before or during construction. Under this agreement, the Agency reserves the right to re-engineer plans due to department's plan revisions. The Agency shall reimburse the Department for said costs as follows:

- A. Upon completion of the utility construction plans, the Department shall submit an invoice to the Agency for cost incurred. Billing will be based upon the negotiated cost and any supplemental agreements made part of this agreement. Reimbursement shall be made by the Agency in one final payment within sixty (60) days of said invoice.
  - B. If the Agency does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.
  - C. Said interest rate shall be set upon final execution of the Agreement by the Department. The Municipality will be notified of the set interest rate by the Department's approval letter upon receipt of fully executed agreement.
  - D. Any cost incurred due to additional utility work requested by the Agency after award of the construction contract, shall be solely the responsibility of the Agency. The Agency shall reimburse the Department 100% of the additional utility cost.
3. In the event the Agency (municipalities only) fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Agency share of funds allocated to said Agency by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.
4. Upon the satisfactory completion of the utility construction plans covered under this Agreement, the Agency shall review and approve the plans, the associated estimated utility construction cost and special provisions to be made part of the Department's roadway contract for highway construction; the Agency shall release the Department of any future responsibility for the design of the utility construction plans. Said releases shall be deemed to be given by the Agency upon completion of the plans, estimate, special provisions and acceptance by the Department and Agency for the plans to be made part of the highway roadway contract.

5. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.
  - A. The Agency agrees to enter into a separate agreement for the Department to place provisions in the highway construction agreement for highway contractor to adjust and relocate\_\_\_\_\_ based on the plans, provisions and utility construction estimate as provided by the Department's utility consultant.
  - B. The Agency agrees to approve and submit back to the Department for final execution the Utility Construction Agreement a minimum of three months prior to the Department's project let date or the Agency agrees to relocate their facilities prior to two months after the Department's project let date.
6. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offer or, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Agency by authority duly given.

L.S. ATTEST: \_\_\_\_\_

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

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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.

Approved by \_\_\_\_\_ of the local governing body of the \_\_\_\_\_ as attested to by the signature of Clerk of said governing body on \_\_\_\_\_(Date)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

\_\_\_\_\_  
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

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

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(STATE HIGHWAY ADMINISTRATOR)

DATE: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (Date)