

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