



**TOWN COUNCIL AGENDA  
BUDGET PROGRESS MEETING  
MONDAY, APRIL 25, 2022 AT 6:00 PM  
TOWN HALL EXECUTIVE CONFERENCE ROOM  
(LIMITED IN-PERSON ATTENDANCE)**

- I. **CALL TO ORDER.**
- II. **INVOCATION.**
- III. **WELCOME.**
- IV. **APPROVAL OF AGENDA.**
- V. **ITEMS FOR DISCUSSION:**
  1. Approval of Master Service Agreement for Engineering Services with Utility Engineering.
  2. Update on Budget-to-Date for FY 2021-2022.
  3. Budget Progress Update for FY 2022-2023.
- VI. **ADJOURN.**

**NOTICE:** *The meeting is open to the public; however, public comments will not be received. For questions or additional information, please contact Donald Harvey, Town Clerk at (252) 756-2221 ext.2344 or email [don.harvey@wintervillenc.com](mailto:don.harvey@wintervillenc.com).*

**SPECIAL NOTICE:** *Anyone who needs an interpreter or special accommodations to participate in the meeting should notify the Town Clerk, Don Harvey at (252) 756-2221 ext. 2344 or email at [don.harvey@wintervillenc.com](mailto:don.harvey@wintervillenc.com) at least forty-eight (48) hours prior to the meeting. (Americans with Disabilities Act (ADA) 1991.)*



**Town of Winterville  
Town Council  
Agenda Abstract**

**Item Section:** New Business

**Meeting Date:** April 25, 2022

**Presenter:** Robert Sutton, Electric Utilities Director

**Item to be Considered**

**Subject:** Master Services Agreement for Electric Engineering Contract.

**Action Requested:** Approval of Master Services Agreement for Electric Engineering.

**Attachment:** Unexecuted Proposed Master Service Agreement between Utility Engineering, LLC, and the Town of Winterville.

**Prepared By:** Robert Sutton, Electric Utility Director

**Date:** 4/20/2022

**ABSTRACT ROUTING:**

TC: 4/20/2022

TM: 4/21/2022

Final: tlp – 4/21/2022

**Supporting Documentation**

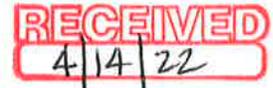
The Town's former electric engineer, PowerServices was purchased by Pike Electric in 2019. The majority of PowerServices staff, familiar with the Town's existing distribution and transmission systems, rate tariffs and future projects, were retained during the transition and became employees of Pike Electric. Shortly thereafter, the majority of these same employees left Pike Engineering and formed new, independent companies.

Recognizing these developments would require a review of outsourcing options, the Town distributed and advertised a Request for Qualifications (RFQ) for Electric Engineering. Two companies, Utility Engineering, LLC and RGrid Power PLLC, responded to the Request. Both firms' responses were evaluated by the Town's Review Team to determine which best fit the Town's needs. Utility Engineering was determined to be the best fit from this process.

The proposed Master Service Agreement would be supplemented by an Addendum specific to each engineering project request proposed by the Town.

**Budgetary Impact:** The FYE 22 Budget obligated sufficient funding for the needed engineering.

**Recommendation:** Approval of a Master Service Agreement for required Electric Engineering.



**MASTER SERVICE AGREEMENT**  
**For**  
**Engineering Services**

THIS ROUTINE SERVICE AGREEMENT (the "Agreement") dated XXXXXXX (the "Effective Date") is entered into by and between XXXXXXX OWNER and UtilityEngineering LLC, Engineer.

UtilityEngineering, LLC ("Engineer"). All notices required by this Agreement shall be delivered to the parties in accordance with Section C-10 below at the addresses stain the signature blocks of this Agreement set forth hereinafter.

**SECTION A – SERVICES, TERM, AND FEES**

**A-1 SERVICES:** Engineer shall provide to "OWNER" services consisting of Engineering Services subject to the terms of this Agreement (the "Services"). All work shall be performed in "OWNER" service territory as directed by OWNER's Contract Manager.

**A-2 TERM/TIME OF THE ESSENCE:** The term of this Agreement shall be from the Effective Date and extend to XX-XX-XXXX, unless sooner terminated pursuant to Section A-3 below. Services shall be rendered in accordance with any time requirements designated in writing by "OWNER". Time is of the essence, and prompt and timely performance of all Services is strictly required.

**A-3 TERMINATION/EFFECT OF TERMINATION:** "OWNER", by written notice to Engineer, may terminate this Agreement, at any time without cause, and without incurring any additional obligation, liability or penalty. Engineer may terminate this Agreement if "OWNER" fails to pay the Fees (as hereinafter defined) pursuant to the Payment Terms in Section A-4 below. Upon termination of this Agreement, Engineer shall: (i) deliver to "OWNER" all work product and reports related to the Services; (ii) cease use of any "OWNER" materials, licenses, or property access permissions; (iii) provide reasonable assistance to "OWNER" in transitioning the Services to an alternate service provider; (iv) on a pro rata basis, repay all amounts, if any, paid in advance for any Services that have not been provided; (v) return to "OWNER" any Confidential Information (as defined Section B-3) and permanently erase any Confidential Information from its computer systems; (vi) remove any Engineer owned equipment located in the "OWNER" territory work sites. If Engineer defaults on its obligations hereunder, "OWNER" may complete the Services, and Engineer shall be liable to "OWNER" for all damages, including but not limited to, any cost or expense in excess of the fees and costs that would have been payable to Engineer for completion of the Services. "OWNER" may set-off such amount against any amount due to Engineer.

**A-4 FEES/COSTS/PAYMENT TERMS:** In consideration of the provision of the Services performed by Engineer to "OWNER"'s reasonable satisfaction, "OWNER" shall pay Engineer pursuant to the rates set forth in the Rate Schedule attached hereto as *Schedule 1* ("Fees"). "OWNER" shall not be responsible for paying any other fees, costs or expenses. Engineer shall invoice all Fees within 30 days of the Service rendered, together with a detailed breakdown of Services rendered for such billing period. Engineer agrees to furnish, at its own expense, all labor, licenses, equipment, materials, fuel, power, transportation, and consulting necessary to provide the Services. Any adjustments to the pricing of Fees requested by Engineer must be outlined in a written change order submitted by Engineer to "OWNER" and approved in writing by "OWNER"'s Contract Manager.

**A-5 PAYMENT TERMS:** "OWNER" shall pay all Fees within thirty (30) days after "OWNER"'s receipt of the proper invoice therefor. Engineer shall provide a W-9 Form prior to first payment. All payment terms set forth on Schedule 1 shall apply. "OWNER" may withhold from payment any amount disputed by "OWNER" in good faith, pending resolution of the dispute. "OWNER" reserves the right to set off at any time any amount owing to "OWNER" by Engineer against any amount payable by "OWNER". Engineer shall, without additional compensation and in a timely manner, correct or revise any errors or deficiencies in the Services. During the Term, and for a minimum of five (5) years following termination hereof, Engineer shall maintain complete and accurate books and

records regarding the Services and Fees and make the same available to "OWNER".

**SECTION B – ENGINEER WARRANTIES**

**B-1 WARRANTY REGARDING SERVICES:** Engineer represents, warrants and covenants to "OWNER" that: (i) it is qualified, appropriately licensed, and experienced in performing the Services and shall perform the Services in a professional manner, using personnel legally permitted to work in the United States; (ii) the Services shall be delivered free of any damage or defect in design, material, or workmanship; (iii) it shall fully comply with all applicable laws, rules and regulations; (iv) it shall at all times, and prior to any work on site, maintain insurance policies that cover the Services rendered, which meet *Insurance Coverage and Requirements* and that all such policies evidencing such coverages shall name "OWNER" as additional insured; (v) it will not impose any security interest, lien or other encumbrance on any of "OWNER"'s property or assets, and will provide waiver, release or satisfaction of any such liens prior to invoice for payment of Engineer fees; (vi) it shall comply with all of "OWNER"'s rules, procedures and regulations while performing the Services, including those identified in any listing of *Policies*; (vii) all equipment, material, and articles incorporated into the Services shall be new and of most suitable grade for the purpose intended, and shall be used in accordance with any applicable manufacturer specifications; (viii) hazardous materials and hazardous wastes used or generated by Engineer, if any, are the property and responsibility of Engineer and may not be stored or disposed of on or at the work site; (ix) in the event that Engineer discovers hazardous waste or material on the work site while performing Services, Engineer shall immediately secure the area around the hazardous waste or material and notify "OWNER"'s Contract Manager; (x) "OWNER" will receive good and valid title to all work product generated as part of the Services; (xi) all deliverables associated with the Services shall be the sole and exclusive property of "OWNER", including intellectual property rights (including any and all trademarks, trade names, words, symbols, designs, logos or other devices or designs deliverables created by Engineer for "OWNER" in connection with the Services), and Engineer agrees, and will cause its personnel to agree, that any deliverables for the Services are deemed "work for hire" for "OWNER" specially ordered and commissioned by "OWNER" for a collective work, a supplementary work or other category of work eligible to be treated as a work made for hire under the United States Copyright Act to the greatest extent permitted by law whereby "OWNER" shall be the sole author of the deliverables; (xii) it will remove (and "OWNER" may require Engineer to remove) from the Services any employee that is deemed incompetent, careless, or otherwise objectionable; (xiii) it shall obtain I-9 Certificates and submit them to any governmental or other entity as required by applicable law; (xiv) its execution of this Agreement or provision of the Services does not constitute a breach or violation of any other agreement to which Engineer is a party; and (xv) it is not acting, directly or indirectly, for or on behalf of any person, entity, or nation named by any Executive Order of the U.S. Treasury Department as a "terrorist," "Specially Designated National and Blocked Person," or other banned or blocked person, group, or nation pursuant to any anti-terrorism law (including regulations promulgated by the Office of Foreign Assets Control, the Money Laundering Control Act, the United States Patriot Act, or similar law).

**B-2 ASSIGNMENT/USE OF SUBENGINEERS:** Engineer shall not, without the prior written approval of "OWNER", which may be withheld in "OWNER"'s sole and absolute discretion, assign this Agreement or engage any third party to perform Services (each as "*SubContractor*"). "OWNER"'s approval of any such third party shall not release Engineer of its obligations under this Agreement, regardless of whether those obligations arise before or after the assignment or

subcontract. "OWNER" shall have no contractual relationship with or obligation to any SubContractor. Each SubContractor shall agree with Engineer, in writing, to abide by the warranties, confidentiality, work-for-hire, and intellectual property terms hereunder.

**B-3 CONFIDENTIALITY - "OWNER" INFORMATION:** All non-public information, including but not limited to, oral statements, computer files, drawings and other material or data supplied to the Engineer by "OWNER" is confidential and privileged ("**Confidential Information**"). Engineer agrees to keep all such information in a secure location. Engineer shall not disclose Confidential Information to any person without the prior written consent of "OWNER". Engineer shall use Confidential Information only for the purpose of providing the Services. If Engineer becomes legally compelled to disclose any Confidential Information, it shall first provide prompt written notice to "OWNER" so that "OWNER" may seek a protective order or other appropriate remedy.

**B-4 INDEMNIFICATION:** Engineer shall defend, indemnify, and hold harmless "OWNER" and its officers, directors, trustees, employees, agents, successors and assigns ("**OWNER Indemnitees**") from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including costs for investigation and defense, court costs, paralegal fees, expert fees and attorneys' fees) arising directly or indirectly which may be incurred by, charged to or recovered from any of the foregoing (i) by reason of damage to or destruction of any property or injury to or death of any person resulting from or arising out of or in connection with the performance of this Agreement, or the acts or omissions of Engineer's officers, agents, employees, subEngineers, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, including without limitation, a violation of state or federal privacy laws, a violation of federal, state, local, international, or other laws or regulations for the protection of persons or members of a protected class or category of persons, or sexual discrimination or harassment based upon any protected characteristic; (ii) arising out of or in connection with the failure of Engineer to observe or perform any of the covenants in this Agreement or breach any representations made under this Agreement, or (iii) by reason of either the Services or the work product generated by the Services (hereinafter, collectively the "**Product**") infringing or misappropriating any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. In addition, in the event that Engineer is enjoined from delivering either preliminary or permanently, or continuing to license to "OWNER", the Product and such injunction is not dissolved within thirty (30) days, or in the event that "OWNER" is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the use of the Product, then Engineer shall, at its expense: (a) obtain for "OWNER" the right to continue using such Product; (b) replace or modify such Product so that it does not infringe upon or misappropriate such proprietary right and is free to be delivered to and used by "OWNER"; or, (c) in the event that Engineer is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Engineer shall recover such Product from "OWNER", in which event in addition to the foregoing indemnification and defense, Engineer shall reimburse to "OWNER" the full cost for such Product. All Engineer activities will be at its own risk and Engineer is hereby given notice of its responsibility to guard against physical, financial, and other risks as appropriate. "OWNER" will give Engineer reasonable notice of any claim for which indemnification will be sought, to allow Engineer or its insurer to defend the same. Engineer shall engage counsel reasonably acceptable to "OWNER". "OWNER" may defend or respond to any such claim, at Engineer's expense, if "OWNER"'s counsel determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against any "OWNER" Indemnitees, and, "OWNER" shall have the right, at its own expense, to monitor Engineer's defense of any such claim. Engineer will not settle any action in a manner that adversely affects the rights of any "OWNER" Indemnitees without "OWNER"'s prior written consent. At Engineer's request, "OWNER" shall cooperate with Engineer in defending or settling any such action; provided, however, that Engineer shall reimburse "OWNER" for all reasonable out-of-pocket costs incurred by "OWNER" (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation. The obligations contained herein shall survive any termination of this Agreement.

## SECTION C – MISCELLANEOUS TERMS

**C-1 FORCE MAJEURE:** Neither party shall be deemed to have defaulted under this Agreement, for any failure or delay in performing under this Agreement, to the extent such failure or delay is caused by acts of God; flood, fire or explosion; war, terrorism, invasion, riot or other civil unrest; embargoes or blockades in effect on or after the date of this Agreement; national or regional emergency; strikes, labor stoppages or slowdowns or other industrial disturbances; or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition. Each of the foregoing constitutes a "**Force Majeure**", provided that (i) such event is outside the reasonable control of the affected party; (ii) the affected party provides prompt notice to the other party, stating the period of time the occurrence is expected to continue; and (iii) the affected party uses diligent efforts to minimize the effects of such Force Majeure Event.

**C-2 RELATIONSHIP OF THE PARTIES/NON-EXCLUSIVITY:** The relationship between the parties is that of independent Engineers. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. "OWNER" retains the right to hire or contract with other service providers for the same services required under this Agreement.

**C-3 PUBLIC ANNOUNCEMENTS:** Absent the prior written agreement of the parties, neither party shall issue any announcement relating to this Agreement, or use the other party's trademarks, services marks, trade names, logos, domain names or other indicia of source.

**C-4 ENTIRE AGREEMENT:** This Agreement, together with Addendum 1 attached hereto, constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

**C-5 AMENDMENT AND MODIFICATION; WAIVER:** No amendment to or modification of this Agreement is effective unless it is in writing and signed by both parties. No waiver by any party of any of the provisions hereof shall be effective unless set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement shall operate or be construed as a waiver thereof.

**C-6 SEVERABILITY:** If any term of this Agreement is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term of this Agreement. Upon such determination that any term is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement to effect the original intent of the parties.

**C-7 DISPUTE RESOLUTION/ GOVERNING LAW/ JURISDICTION/WAIVER OF JURY TRIAL/ATTORNEY FEES:** This Agreement is governed by, and construed in accordance with, the laws of the State of North Carolina, without regard to conflict of laws. Any legal suit, action or proceeding arising out of or related to this Agreement shall be instituted exclusively in the state or federal courts located in Wake County, North Carolina, and each party irrevocably consents and submits to the exclusive jurisdiction and forum of such courts in any such suit, action or proceeding. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

**C-8 EQUITABLE RELIEF:** Each party acknowledges that a breach by a party of the confidentiality or intellectual property right terms hereof may cause the non-breaching party immediate and irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach

or threatened breach, the non-breaching party will be entitled to equitable relief, including injunctions, specific performance and any other relief that may be available from any court. Such remedies shall not be deemed to be the exclusive or sole remedy.

**C-9 COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original and part of the same agreement.

**C-10 NOTICES:** All notices, demands, requests, consents and approvals which may, or are required to, be given by any party hereunder will be in writing and shall be deemed given, delivered and received as follows: (i) if by personal delivery, upon receipt; (ii) if by Federal Express or by another national overnight courier, upon the second (2nd) business day after deposit with such courier, or (iii) if by U.S. certified mail, return receipt requested, upon the fifth (5th) business day after deposit in the mail, or (iv) if by facsimile or email transmission, upon receipt, provided the sender has received confirmation of complete and successful transmission of the entire notice, demand, request, consent or approval and further provided that facsimile or email notice, demand, request, consent or approval is effective on the date of transmission, so long as the same is received by 5:00 p.m. in the recipient's time zone, otherwise the same shall be deemed received on the next business day. All notices, demands, requests, consents and approvals which may, or are required to, be given by any party hereunder will be made to the address, fax number or email address of the party indicated in the signature blocks below or at such other address as designated by the party entitled to receive notice in a written notice to the other party complying with the terms of this Section. Notice not given as above shall be deemed given if and when actually received by a party. Refusal to receive the notice shall constitute receipt of notice.

**C-11 NO THIRD PARTY RIGHTS:** This Agreement has been made and is made solely for the benefit of the parties hereto and their respective successors and permitted

assigns. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.

**C-12 CONSTRUCTION OF CONTRACT:** All parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party hereto based upon authorship.

**C-13 COMPUTING ANY TIME PERIOD:** Wherever this Agreement requires that something be done within a specified period of days, the period shall (a) not include the day from which the period commences, (b) include the day upon which the period expires, and (c) unless otherwise specified in this Agreement shall be construed to mean calendar days, provided, that if the final day of the period falls on a Saturday or Sunday or legal holiday (limited to the day set aside by statute for observing New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, or Christmas Day), it shall be extended to first business day thereafter. The term "Business Days" will mean Monday through Friday, excluding the legal holidays set forth in the immediate prior sentence.

**ACCEPTANCE**

*Executed on the dates set forth below by the undersigned authorized representative of "OWNER" and Engineer to be effective as of the Effective Date.*

XXXX.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Addresses for Notice:**

XXXXX.  
XXXXX.  
XXXXXX  
XXXXXX

Attention: XXXXXXXX  
Fax Number: XXXXXXXX  
E-mail Address: XXXXXXXXXX

**ENGINEER:**

By: \_\_\_\_\_  
*Signature*

Name : Robin W. Blanton

Title : Chief Operating Officer

Date: XXXXXXXX

**Addresses for Notice:**

UtilityEngineering, LLC  
ATTN: Robin Blanton  
1824 Yamacraw Drive  
Knightdale, NC 27545

Attention: Robin Blanton  
E-mail: rblanton@utilityengineering.com

## ENGINEER: INSURANCE COVERAGE AND REQUIREMENTS

**Section 1:** At all times during the Term of this Agreement, Engineer shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

- (a) Commercial General Liability with limits no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Engineer under this Agreement;
- (b) Excess Liability with limits no less than with limits no less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate;
- (c) Worker's Compensation with limits no less than the greater of (i) \$500,000.00 or (ii) the minimum amount required by applicable law;
- (d) Employer's Liability with limits no less than \$500,000;
- (e) Commercial Automobile Liability with limits no less than \$1,000,000.00, combined single limit, applicable to any auto, including hired and non-owned autos.

**Section 2:** All insurance policies required pursuant to this Addendum shall:

- (a) Be issued by insurance companies reasonably acceptable to "OWNER" with a Best's Rating of no less than A;
- (b) provide that such insurance carriers give "OWNER" at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, the Engineer shall have new insurance policies in place that meet the requirements of this agreement;
- (c) waive any right of subrogation of the insurers against "OWNER" or its officers, directors, trustees, agents, successors and permitted assigns;
- (d) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of "OWNER" shall be excess and non-contributory;
- (e) be written on an occurrence basis; and
- (g) name "OWNER", including, in each case, all successors and permitted assigns, as additional insured.

**Section 3:** Upon the written request of "OWNER", Engineer shall provide "OWNER" with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this agreement and shall not do anything to invalidate such insurance. This Addendum shall not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend and hold the other harmless under this Agreement).

**SCHEDULE 1****PREFERRED BILLING RATES**

As of January 2022

<b><u>Classification</u></b>	<b><u>Rates (Per Hour)</u></b>
Senior Engineering Manager	\$ 220
VP, Substation & Relay Engineer	\$ 200
Engineering Director	\$ 190
Engineering Supervisor	\$ 165
Special Projects Manager	\$ 125
Engineer III	\$ 125
Engineer II	\$ 115
Designer III	\$ 135
Technical Specialist II	\$ 115

**ADDENDUM 1**

UtilityEngineering, LLC will design, provide bid documents, and filed services to assist with the Old Tar Road Widening Project, NCDOT Project U-2187. Our Engineering Estimate includes all tasks and services anticipated for a typical NCDOT project; however, the amount of coordination, duration, and cost can vary greatly. Our estimate does not include the cost to acquire the necessary right-of-way or easements. The timeline for the project will depend upon the schedule of NCDOT and our services are split into two phases. The engineering estimate for Phase I of the project which includes the field work and preparation of the bid documents as described in more detail in the attachment will be \$128,459. The estimate of Phase II for the remainder of the project will be \$69,449 for a total project cost of \$197,908. Our services will include design and relocation of the existing electric distribution facilities of the Town and the resulting coordination with NCDOT.

**ACCEPTANCE**

*Executed on the dates set forth below by the undersigned authorized representative of "OWNER" and Engineer to be effective as of the Effective Date.*

**XXXX.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Addresses for Notice:**

XXXXXX.  
XXXXXX.  
XXXXXX  
XXXXXX

Attention: XXXXXXXX  
Fax Number: XXXXXXXX  
E-mail Address: XXXXXXXXXX

**ENGINEER:**

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

*Signature*

Name : Robin W. Blanton

Title : Chief Operating Officer

Date: XXXXXXXX

**Addresses for Notice:**

**UtilityEngineering, LLC**  
**ATTN: Robin Blanton**  
**1824 Yamacraw Drive**  
**Knightdale, NC 27545**

Attention: Robin Blanton  
E-mail: rblanton@utilityengineering.com