

ACCOUNTS RECEIVABLE AGREEMENTS

REMITTANCE GUIDANCE



_____: I acknowledge that upon execution of this Agreement, we must submit a down payment, if required.
I also acknowledge that we may pre-pay any portion of the estimated cost noted in this Agreement, prior to final billing by the Department.

Please refer to your Agreement's PAYMENT TERMS to correctly remit any payment due to the Department.

<u>PAYMENT TERMS:</u>	<u>PAYMENT TIMING:</u>
PAYMENT UPON AGREEMENT EXECUTION	Please submit the amount of agreed upon payment via one of the below methods, <u>once you have received notice of execution of the Agreement.</u>
PAYMENT PRIOR TO LETTING (OR START OF PHASE)	You will be notified by the Project Manager when payment will be due. Please remit payment within 60 days of notification.
PAYMENT UPON BILLING	The Department will bill at the completion of the Project (or when defined in the Agreement). All payments are due within 60 days of invoicing.

NOTE: You may pre-pay any portion of an estimated cost, prior to Departmental Billing. The Department will adjust final billing to account for any pre-payments made.

LATE PAYMENTS AND INTEREST RATES:

For payments not received within 60 days, the Department must charge a statutory interest rate of prime plus one percent (1%) on all Utility Relocation Agreements. For any other Receivable Agreement, the Department may charge a late fee and/or interest.

PAYMENT METHODS

1. SEND PAYMENT BY CHECK OR

MAIL TO:

NCDOT – Accounts Receivable
1514 Mail Service Center
Raleigh, NC 27699-1514

INCLUDE:

- Agreement ID (10000xxxxx)
- WBS Element

2. SEND PAYMENT VIA ACH (Automated Clearinghouse)

Initiate ACH through your bank* and send an e-mail to:

- ✓ Shamorah Fountain - sfountain1@ncdot.gov
- ✓ Kay Lee - klee@ncdot.gov

INCLUDE:

- Agreement ID# (10000xxxxx)
- WBS Element
- Amount of Payment

**If you need NCDOT's Account information, contact Tammy Court at tcourt@ncdot.gov*

Failure to follow the above steps and remit payment per the terms in the Agreement may result in delays to project delivery. Please contact your Division Project Manager for questions regarding payment terms.

AGREEMENT OVERVIEW

NORTH CAROLINA
WAKE COUNTY

DATE: 2/1/2024

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

WBS ELEMENTS: 49619.6.5.1

AND

TOWN OF APEX

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT (“Project”): The project consists of a Feasibility Study that will evaluate and recommend a site for the installation of a mobility hub near potential passenger rail station areas along the S-Line. The study will evaluate sites for suitability, develop preferred mobility hub alternatives and concept plans, engage with the community, and establish an implementation plan for the mobility hub.

ESTIMATED COST OF THE PROJECT: \$ 150,000
ESTIMATED COSTS TO OTHER PARTY: \$ 30,000 (20%)

PAYMENT TERMS: The Town of Apex will submit payment upon execution of agreement.

MAINTENANCE: No maintenance responsibilities at this time

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

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 Town of Apex, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.2 and 136-66.3, Section 160A-296 and 297, and Section 136-18, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation; and,

WHEREAS, the **Department's** Integrated Mobility Division (IMD) has been awarded a Federal Transit Administration (FTA) Grant up to a maximum award amount of \$150,000 for the 2022 Mobility Hub Plan Project along the S-Line corridor; and

WHEREAS, the **Department** has coordinated with participating municipalities to leverage local funding to meet non-federal funding match requirements; and,

WHEREAS, the **Municipality** has agreed to participate in the cost of the project as hereinafter set out; and,

NOW, THEREFORE, the **Parties** hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

A. THE DEPARTMENT WILL

- i. Procure one or more consultants to develop the study and administer the contract and associated funding.
- ii. Convene stakeholders to address challenges of coordination, building consensus, and forming a shared corridor vision among multiple jurisdictions.
- iii. Establish a Project governance committee to assist with development of scope, consultant information gathering activities and review of deliverables.

B. THE MUNICIPALITY SHALL

- i. Participate in the Project governance committee.
- ii. Actively participate in critical study decisions, coordinate with other S-Line communities on overall corridor vision and strategy, and review deliverables.
- iii. Participate in funding as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. PROJECT DOCUMENTS / DELIVERABLES

- i. The **Department** anticipates the following Project Deliverables. This list may be amended at the request of the Project governance committee:
 1. Implementation Plan with Cost Estimate and Funding Plan
 2. Comprehensive Mobility Hub Plan and Feasibility Assessment
- ii. All documents, including digital files, will become the property of the **Department**. Any and all original graphics, technical drawings, photographs, maps, GIS files, and promotional items produced for the plan or for any public meetings shall be available for use by the **Department** in other publications, on the IMD website and for display purposes. The **Department** shall be credited for its participation in all documents, publicity, announcements, and materials prepared for/by the **Municipality** for public meetings.
- iii. The **Municipality** shall receive digital files and hard copies of the approved Study. The **Municipality** shall be responsible for the distribution of the final documents to the appropriate local agencies and interested parties.

B. TIMEFRAMES

The **Department** anticipates project completion by the period of performance deadline for FTA, December 31, 2024. The period of performance date is subject to change upon agreement by the FTA and United States Department of Transportation. It is important that the **Municipality** provide necessary support and responses to the **Department** in a timely manner. Any delays on the part of the **Municipality** may affect the ability of the **Department** to provide financial support for the Project.

IV. COSTS AND FUNDING

A. PROJECT COSTS AND FUNDING

- i. The estimated cost of the Project is \$150,000. Both Parties understand that this is an estimated cost and is subject to change.
- ii. The **Municipality** shall participate in 20% of the estimated Project costs or \$30,000. The **Department** will participate in 80% of estimated costs or \$120,000.
- iii. If actual costs exceed the estimated costs, the **Municipality** is responsible for 100% of the overages.

**ACCOUNTS RECEIVABLE
NCDOT ADMINISTERED – TRANSIT-ORIENTED
DEVELOPMENT PLANNING
1000019380**

- iv. The Department will contact the Municipality prior to incurring any costs that will require reimbursement exceeding \$30,000 and will not proceed without concurrence from the Municipality.
- v. If the **Municipality** does not approve the anticipated cost increases, the **Department** will cease work on the Project. Any funding provided by the **Municipality** that is unused will be returned to the **Municipality**.

B. PAYMENT BY THE MUNICIPALITY

- i. Based on the estimated cost of \$150,000 the **Municipality** shall submit payment for \$30,000 to the **Department's** Fiscal Section upon full execution of this Agreement, in accordance with the attached "Remittance Guidance."
- ii. Upon completion of the Project, if actual costs exceed the amount of the down payment, the **Municipality** shall reimburse the **Department** any underpayment within sixty (60) days of invoicing by the **Department**. The **Department** will charge a late payment penalty and interest on any unpaid balance due in accordance with G. S. 147-86.23. If the actual cost of the work is less than \$150,000, the **Department** will reimburse the **Municipality** any overpayment.

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. FACSIMILE

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the **Parties** agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

G. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

H. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

I. INDEMNIFICATION

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

J. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

K. DOCUSIGN

The **Department** and **Municipality** acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the **Department** or **Municipality**, to execute this Agreement. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, the **Department** and **Municipality** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes the **Department's** signature as if actually signed by the **Department** in writing or **Municipality's** signature as if actually signed by **Municipality** in writing. The **Department** and **Municipality** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Department** and **Municipality** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

L. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, 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, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

SIGNATURE PAGE

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

(DOCUSIGN ONLY)

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

TOWN OF APEX

FED TAX ID NO: _____

Finance Officer: _____

REMITTANCE ADDRESS:

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

SIGNATURE PAGE

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

(INK SIGNATURES ONLY)

ATTEST: Authorized Signer: _____

BY: _____ Print Name: _____

TITLE: _____ Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

TOWN OF APEX

FED TAX ID NO: _____ Finance Officer: _____

REMITTANCE ADDRESS: _____ Print Name: _____

_____ Date Signed: _____

DEPARTMENT OF TRANSPORTATION (DocuSign)

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)