

# ACCOUNTS RECEIVABLE AGREEMENTS

## PAYMENT TERMS AND METHODS



\_\_\_\_\_: I acknowledge that upon execution of this Agreement, we will be required to 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>
<b>PAYMENT UPON AGREEMENT EXECUTION</b>	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>
<b>PAYMENT PRIOR TO LETTING (OR START OF PHASE)</b>	You will be notified by the Project Manager when payment will be due. Please remit payment within 60 days of notification.
<b>PAYMENT UPON BILLING</b>	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:

- ✓ Judith Dever - [jadever@ncdot.gov](mailto:jadever@ncdot.gov)
- ✓ Kay Lee - [klee@ncdot.gov](mailto: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](mailto: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.

NORTH CAROLINA  
WAKE COUNTY

DATE: 4/6/2022

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

WBS Elements: 36249.4405

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 designing and constructing various sidewalk segments in the downtown area to enhance pedestrian connectivity to schools, transit, and other amenities. The Town seeks NCDOT review and approval in the planning, environmental document, and design phases of the project.

**ESTIMATED COST OF THE ADDITIONAL WORK:** \$10,000

**COSTS TO OTHER PARTY:** \$10,000

**PAYMENT TERMS:** Town of Apex shall submit payment upon agreement execution.

**MAINTENANCE:** Town of Apex

**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**.

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.

**WITNESSETH:**

**WHEREAS**, the Department and the Municipality propose Preliminary Engineering work towards certain roadway improvements in Wake County; and,

**WHEREAS**, CAMPO and the Municipality have agreed to allocate funding towards the construction phase of the project; 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:

**SCOPE OF PROJECT**

1. The Project Consists of designing and constructing various sidewalk segments in the downtown area to enhance pedestrian connectivity to schools, transit, and other amenities. The Town seeks NCDOT review and approval in the planning, environmental document, and design phases of the project. The Municipality is proposing this project for funding through the CAMPO Locally Administered Projects Program and is requesting this agreement for the Preliminary Engineering phase.
2. The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.
3. The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department. All design plans, calculations and supporting documents shall be submitted to the Department for review and approval at appropriate intervals."

4. If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
5. The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.
6. The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

## **FUNDING**

7. The Municipality shall reimburse the Department one hundred percent (100%) of the actual cost of the Review and Oversight performed by the Department, including administrative costs. Based on the estimated costs, the Municipality shall submit a check for \$10,000 to the Department's Division Engineer upon **partial execution** of this Agreement by the Municipality. Upon completion of the Project, if actual costs exceed the amount of payment, the Municipality shall reimburse the Department any underpayment within sixty (60) days of invoicing by the Department. If the actual cost of the work is less than \$10,000, the Department shall reimburse the Municipality any overpayment. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23.
8. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, the City hereby authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by the General Statutes of North Carolina, Section 136-41.1, until such time as the Department has received payment in full.

**ADDITIONAL PROVISIONS**

9. 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.
  
10. 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.
  
11. 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, 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, 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).

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department and the Municipality is subject to the conditions of this Agreement.

**SIGNATURE PAGE**

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

**FED TAX ID NO:** \_\_\_\_\_

AUTHORIZED SIGNER \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

**REMITTANCE ADDRESS:**

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

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

**IF YOU ARE SIGNING IN INK PLEASE HAVE AN ATTESTOR SIGN BELOW.**

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

NAME (Print): \_\_\_\_\_

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

FINANCE OFFICER: \_\_\_\_\_

SIGN HERE: \_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

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

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ 3/10/2022 \_\_\_\_\_ (Date)