

# 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.

**AGREEMENT OVERVIEW**

**DATE:** 2/7/2023

**NORTH CAROLINA  
WAKE COUNTY**

**PROJECT NUMBERS**

**PARTIES TO THE AGREEMENT:**

WBS ELEMENTS: 36249.4635

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION ("DEPARTMENT")**

**AND**

**TOWN OF APEX ("MUNICIPALITY")**

**SCOPE OF PROJECT:** The Project consists of a signal modification at the intersection of Salem Street and Chatham Street (SR 1307) due to streetscape project on Salem Street. This will involve pedestrian signal modifications, temporary signal plans.

**COSTS TO OTHER PARTY:** \$5,000.00

**DEPARTMENT'S FUNDING:** \$0.00

**PAYMENT TERMS:** Town of Apex provides check upon execution of agreement.

**MAINTENANCE:** Department

**EFFECTIVE DATES OF AGREEMENT:**

**START:** Upon 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 TOWN OF APEX, hereinafter referred to as the **MUNICIPALITY**; and collectively referred 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 under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.18(27); and,

WHEREAS, the **DEPARTMENT** and the **MUNICIPALITY** have agreed that the jurisdictional limits of the Parties, as of the date of entering agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the Parties hereto for the purposes of this Agreement; and,

WHEREAS, the **MUNICIPALITY** has requested that the **DEPARTMENT** perform work or provide services; and,

WHEREAS, the Parties hereto wish to enter into an agreement for scoped work to be performed or provided by the **DEPARTMENT** (including reviews, goods or services) with reimbursement for the costs thereof by the **MUNICIPALITY** as hereinafter set out; and,

NOW, THEREFORE, this **Agreement** states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

## II. STANDARD PROVISIONS

### 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.

### 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.

### 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.

### 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.

## 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.

## 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, 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).

## III. RESPONSIBILITIES

- A. The **DEPARTMENT** and/or the **MUNICIPALITY** shall be responsible for all phases of project delivery to include planning, design, right of way acquisition, utility relocation, and/or maintenance as shown in the *PROJECT DELIVERY* Provision.
- B. The **MUNICIPALITY** shall be responsible for payment as shown in the *COSTS AND FUNDING* Provision.

## IV. COSTS AND FUNDING

The **MUNICIPALITY** shall reimburse the **DEPARTMENT** 100% of the actual cost of all work performed by the **DEPARTMENT**, including administrative costs. Based on the estimated cost of \$5,000, the **MUNICIPALITY** shall submit payment for \$5,000 to the Department's Fiscal Section upon execution of this Agreement, per the guidance in the attached cover page. Both parties understand that this is an estimated cost and is subject to change. Upon completion of the project, if actual costs exceed the amount of payment, the **MUNICIPALITY** shall reimburse the **DEPARTMENT** any under payment 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 \$5,000, the **DEPARTMENT** will reimburse the **MUNICIPALITY** any overpayment.

## V. PROJECT DELIVERY

### TRAFFIC REVIEW AND INSPECTION:

#### DEVELOPMENT OF PLANS

Project plans and traffic signal designs shall be prepared by the **MUNICIPALITY**, including electrical and programming details, (if applicable) metal poles with mast arm shop drawings, foundation designs, utility make-ready plans, communications cable routing plans, traffic signal coordination timing plans and Project Special Provisions (including, but not limited to: providing Synchro/TruTraffic files and programming data sheets; coordination timing plans, graphics package, downloading coordination timing plans onto system cabinets and/or onto central computer). All work shall be performed in accordance with Departmental standards and specifications. Said plans and design shall be submitted to the **DEPARTMENT** for review and approval prior to any work being performed by the **MUNICIPALITY**.

#### PURCHASE OF EQUIPMENT

The **MUNICIPALITY** shall purchase or furnish from stock all traffic signal equipment necessary for the traffic signal revision. Said equipment shall be in reasonably close conformity with the standards and specifications of equipment and materials used by the **DEPARTMENT**. The **DEPARTMENT** reserves the right to reject the use of any equipment and materials it deems functionally inferior.

## RELOCATION OF UTILITIES:

The **MUNICIPALITY** shall accomplish the relocation or adjustment of any any and all utilities in conflict with the construction of the project. Said work shall be accomplished in a manner satisfactory to the **DEPARTMENT**.

## RIGHT OF WAY:

It is understood by the parties hereto that all work shall be contained within existing right of way. However, should it become necessary, the **MUNICIPALITY**, shall provide any required right of way and/or construction easements at no liability whatsoever to the **DEPARTMENT**. Acquisition of right of way shall be accomplished in accordance with State procedures. The **MUNICIPALITY** shall indemnify and save the Department harmless from any and all claims for damages that might arise on account of damage to public or private property and right of way acquisition, drainage, and construction easements for the construction of the project.

## CONSTRUCTION / INSTALLATION:

The **MUNICIPALITY** shall enter into and administer the contract for the installation of all equipment and perform such other work as required on the project in accordance with the approved project plans, the NCDOT "Standard Specifications for Roads and Structures", January 2018, "Roadway Standard Drawings", January 2018 and any addendum, all local codes and ordinances, and the procedures set out herein below shall be followed:

- A. All Preliminary and construction engineering, supervision, and labor pertaining to the signal installation will be furnished by the **MUNICIPALITY**.
- B. No work shall be performed by the **MUNICIPALITY** prior to approval of the traffic signal design by the **DEPARTMENT**.
- C. Installation shall be done by a licensed electrical contractor familiar with traffic signal construction.
- D. The **DEPARTMENT'S** Division Engineer shall have the right to inspect, sample or test, and approve or reject any materials or construction methods used during the construction of the project.
- E. During installation of the signal equipment, the **DEPARTMENT** shall inspect the work being performed by the **MUNICIPALITY** to ensure compliance with the project plans, the current NCDOT traffic signal specifications, and the terms of this Agreement.
- F. Upon completion of the project, and prior to final acceptance by the Department, the **MUNICIPALITY** will furnish to the Department's Division Engineer one (1) signal inventory control sheet and one (1) set of "Plan of Record" plans.
- G. Prior to final acceptance by the Department, the Division Engineer shall have the right to make a final inspection of the completed work.
- H. Failure on the part of the **MUNICIPALITY** to comply with any of these provisions will be grounds for the Department to terminate the project.
- I. The **MUNICIPALITY** agrees to pursue the completion of the work covered by this Agreement as expeditiously as feasible and to complete all work within 90 Days of notice to proceed.
- J. The **MUNICIPALITY** shall install thermoplastic pavement markings where pavement markings are required on the project.

## MAINTENANCE:

- A. Upon completion of the project, the **DEPARTMENT** shall own the traffic signal. Control and maintenance of the traffic signal will be accomplished in the same manner as maintenance of other state system signalized intersections.
- B. In the event of damage to the metal poles, the **DEPARTMENT** shall install "in-kind" metal poles if funding is available from the damage claim or the **MUNICIPALITY**. However, if said funding is not available, the **DEPARTMENT** reserves the right to install wooden poles in lieu of metal poles (if applicable).

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

**REMITTANCE ADDRESS:**

**PO Box 250  
APEX, NC 27502-0250**

**AUTHORIZED SIGNER:** \_\_\_\_\_

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

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

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

**DEPARTMENT OF TRANSPORTATION**

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

(CHIEF ENGINEER)

**Date Signed:** \_\_\_\_\_

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (Date)