

ACCOUNTS RECEIVABLE AGREEMENTS

PAYMENT TERMS AND METHODS



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 once you have received notice of execution of the Agreement.
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:

- ✓ Judith Dever - jadever@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 tlcourt@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
HENDERSON COUNTY

DATE: 10/28/2021

PARTIES TO THE AGREEMENT:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

CITY OF HENDERSONVILLE

PROJECT NUMBERS

TIP NUMBER: EB-5963

WBS ELEMENTS: 48506.1.1

FUNDING WBS:

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

Design and construct a sidewalk from Asheville Highway to US 176. Future phases will be addressed in a separate agreement.

COSTS TO OTHER PARTY: \$31,000

ESTIMATED COST OF THE PROJECT: \$155,000

PAYMENT TERMS:

City of Henderson provides check upon execution of agreement.

MAINTENANCE: None

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

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

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.

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 City of Hendersonville, hereinafter referred to as the **Municipality**.

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; 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:

RESPONSIBILITIES

- I. 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.
- II. The **Municipality** shall be responsible for payment as shown in the **COSTS AND FUNDING** Provision.

COSTS AND FUNDING

The estimated cost of the Design phase is \$155,000. The **Department** will utilize Transportation Alternative Programs (TAP) funds for 80% of the project costs. The **Municipality** shall provide the remaining 20% and all costs that exceed the total available funding of \$155,000.

Based on the estimated cost of \$155,000, the **Municipality** shall submit a check for \$31,000 to the Department's Fiscal Section upon execution of this Agreement. Both parties understand that this as an estimated cost and is subject to change.

Upon completion of this phase of work, 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**. 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 \$155,000, the **Department** will reimburse the **Municipality** any overpayment, or remaining funds may be put towards a future phase of the Project.

The expenditure of Federal TAP funds on the PE phase imposes a requirement to proceed to future phases of the project, and ultimately a completed, constructed project. If the **Municipality** is unable to procure funding for future phases or the non-federal match, the **Municipality** is subject to repayment of all costs incurred by the **Department**.

PROJECT DELIVERY REQUIREMENTS

PLANNING and DESIGN

The **Department** will be responsible for preparing the environmental and/or planning document, obtaining any environmental permits and preparing the project plans and specifications. All work shall be done in accordance with the **Department's** standards, specifications, policies and procedures.

RIGHT OF WAY, UTILITY RELOCATION, AND CONSTRUCTION

This Agreement is only for the planning and design phase. When the Project advances to the Right of Way, Utility Relocation and Construction phases, a new agreement will be prepared to address the responsibilities of the **Department** to deliver these phases, and the cost responsibilities of the **Municipality**.

STANDARD PROVISIONS

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.

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.

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 Entity is solely responsible for all agreements, contracts, and work orders entered into or issued by the Entity 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 Entity 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.

Indemnification

To the extent authorized by state and federal claims statutes, the Entity 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 to the extent allowed by law, 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 Entity's negligence and/or responsibilities under the terms of this agreement.

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).

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:

AUTHORIZED SIGNER _____

PRINT NAME: _____

TITLE: _____

DATE SIGNED: _____

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: _____ --12/9/2021---- (Date)

CITY COUNCIL:
BARBARA G. VOLK
Mayor
JERRY A. SMITH, JR.
Mayor Pro Tem
JEFF MILLER
DR. JENNIFER HENSLEY
LYNDEY SIMPSON

CITY OF HENDERSONVILLE

The City of Four Seasons

ENGINEERING DEPARTMENT
Brent G. Detwiler, PE
City Engineer

OFFICERS:
JOHN F. CONNET
City Manager
ANGELA S. BEEKER
City Attorney
ANGELA REECE
City Clerk

October 4, 2021

Ms. Wanda Austin, PE
NCDOT
Division 14 Engineer
253 Webster Road
Sylva, NC 28779

Re: EB-5963 Grove Street Sidewalks (Barnwell Street to US 176)
Request for NCDOT to Design and Manage Project

Dear Ms. Austin,

The City of Hendersonville appreciates the continued support and prioritization of pedestrian improvements throughout our community. The EB-5963 Grove Street Sidewalk project is an important one for our City, as it was identified as a necessary project in our 2007 Pedestrian Plan. In order to have the most cost effective and efficient project, the City asks that NCDOT provide design, bidding and construction management for the EB-5963 project. We thank you very much and please let us know if you have any questions.

Sincerely,
CITY OF HENDERSONVILLE



Brent G. Detwiler, PE
City Engineer

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