

# ACCOUNTS RECEIVABLE AGREEMENTS

## PAYMENT TERMS AND METHODS



\_\_\_\_\_: 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>
<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 2. SEND PAYMENT VIA ACH (Automated Clearinghouse)**

#### **MAIL TO:**

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

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

- ✓ Shamorah Fountain - [sfountain1@ncdot.gov](mailto:sfountain1@ncdot.gov)
- ✓ Kay Lee - [klee@ncdot.gov](mailto:klee@ncdot.gov)

#### **INCLUDE:**

- Agreement ID (10000xxxxx)
- WBS Element

#### **INCLUDE:**

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

*\*If you need NCDOT's Account information, contact Shamorah Fountain at [sfountain1@ncdot.gov](mailto:sfountain1@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  
CUMBERLAND COUNTY

DATE: 10/12/2023

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION (“DEPARTMENT”)

TIP: M-0567HJ

AND

WBS Element: 51089.8.10

FEDERAL-AID NUMBER:

CITY OF FAYETTEVILLE (“MUNICIPALITY”)

CFDA:

***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:**

The Project consists of the planning and production of a Pedestrian Plan Update (Plan) in accordance with the Department’s policies and procedures. The Department’s funding participation in the Project shall be restricted to development of this Plan, as further set forth in this Agreement.

**COSTS TO THE OTHER PARTY:** \$71,250

**ESTIMATED COST OF THE PROJECT:** \$142,500

**PAYMENT TERMS:** Municipality will provide payment upon execution.

**EFFECTIVE DATES OF AGREEMENT:**

**START:** Upon Full Execution of this Agreement

**END:** Agreement remains in effect for two years, and thereafter, unless terminated

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 FAYETTEVILLE**, hereinafter referred to as the **MUNICIPALITY**, and collectively 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.

## WHEREAS STATEMENTS

WHEREAS, 23 USC 505 allows State Planning and Research (SPR) federal funds to funds to be available for certain specified transportation activities; and

WHEREAS, in accordance with G.S. 136-66.2, the NC General Assembly requires each **MUNICIPALITY** to develop a comprehensive transportation plan that will serve present and anticipated travel demand; and

WHEREAS, the **DEPARTMENT's** Integrated Mobility Division (IMD) and the Transportation Planning Division have created a matching grant program to encourage the development of comprehensive municipal bicycle plans and pedestrian plans, which may serve as a component of the comprehensive transportation plan; and

WHEREAS, the **DEPARTMENT** has allocated state matching funds to augment the federal funds available for these activities; and

WHEREAS, the **MUNICIPALITY** has requested funding for the development of a Bicycle and/or Pedestrian Plan, as more fully described in this Agreement and hereinafter referred to as the Project; and

WHEREAS, the **MUNICIPALITY** has requested that the **DEPARTMENT** administer the Project in coordination with the **MUNICIPALITY**; and

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

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 Section 136-71.6, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

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:

## DEVELOPMENT OF PLAN

1. The **DEPARTMENT**, and or its agent, shall prepare the Project of a Pedestrian Plan Update (Plan) in accordance with the Department's policies and procedures for the **MUNICIPALITY**, following the IMD's Content Standards for NCDOT Bicycle and Pedestrian Plans.
2. The **MUNICIPALITY** shall participate in providing data and logistical support for public meetings and other required public notices.
3. The **DEPARTMENT** will provide a preliminary draft of the Plan to the **MUNICIPALITY** for review and comment. The **MUNICIPALITY** shall provide comments to the Department within three (3) months. Upon receipt of comments from the Municipality, the Department will provide a final draft.

## COMPLETION AND ADOPTION OF PLAN

6. The governing body of the **MUNICIPALITY** shall consider the adoption of the Plan as provided in the Final Draft by the **DEPARTMENT**. If the Council requests significant changes prior to adoption, the Plan will be modified and resubmitted to the **MUNICIPALITY** for final approval within three (3) months.
7. The **MUNICIPALITY** shall receive digital files and hard copies of the approved Plan. The **MUNICIPALITY** shall be responsible for the distribution of the final documents to the appropriate local agencies and interested parties.

## TIME FRAMES

8. The **DEPARTMENT** has a required time frame of two years to complete the Project. 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.

## FUNDING

9. The total estimated cost of the Project is \$142,500. The **DEPARTMENT** shall provide a maximum amount of \$71,250. The Municipality shall provide \$71,250 and all costs that exceed the estimated cost of \$142,500.
10. Upon full execution of the Agreement, the **MUNICIPALITY** shall submit payment for \$71,250 to the **DEPARTMENT**, in accordance with the cover memo attached to this Agreement.
11. Upon completion of the project, if actual costs exceed the total estimated cost of \$142,500 the **MUNICIPALITY** shall reimburse the **DEPARTMENT** the underpayment within sixty (60) days of invoicing by the **DEPARTMENT**. The **DEPARTMENT** shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23.
12. Upon completion of the project, if actual costs are less than the total available funding of \$142,500, the **DEPARTMENT** shall reimburse the **MUNICIPALITY** any overpayment at the above matching share.

## REPORTING REQUIREMENTS

13. The **DEPARTMENT** is subject to NC Article 2, Chapter 36 (136-41.5), which mandates an annual report on use of bicycle and pedestrian planning grant funds. By entering into this agreement with the **DEPARTMENT**, the **MUNICIPALITY** acknowledges their participation in annual reviews of the status of implementation of projects identified in the completed plan.

## STANDARD PROVISIONS

### AGREEMENT MODIFICATIONS

14. 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

15. The **DEPARTMENT** must approve any assignment or transfer of the responsibilities of the Local Public Agency set forth in this Agreement to other parties or entities.

### AGREEMENT FOR IDENTIFIED PARTIES ONLY

16. 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

17. 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.

### TITLE VI

18. 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.

### FACSIMILE

19. 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.

### AUTHORIZATION TO EXECUTE

20. 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**

21. 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.

#### **INDEMNIFICATION**

22. 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 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 **DEPARTMENT's** negligence and/or responsibilities under the terms of this agreement.

#### **AVAILABILITY OF FUNDS**

23. 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**

24. 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, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, 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.

**CITY OF FAYETTEVILLE**

**FED TAX ID:** \_\_\_\_\_

**REMITTANCE ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_

**AUTHORIZED SIGNER**

\_\_\_\_\_

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

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

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

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

**FINANCE OFFICER:**

\_\_\_\_\_

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

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

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

**DEPARTMENT OF TRANSPORTATION**

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

(DEPUTY SECRETARY FOR MULTIMODAL TRANSPORTATION)

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

**PRESENTED TO THE BOARD OF TRANSPORTATION:** 10/4/2023 (DATE)



Integrated Mobility Division

# AGREEMENTS TRANSMITTAL FORM

Date: 8/24/2023

<b>From:</b>	John Vine-Hodge	Deputy Director, Planning & Programming		
	Name	Title	Signature	Date
	through Brennon Fuqua			
	Interim Director of IMD	Signature		Date

**Project:**      **TIP #** M-0567HJ      **WBS#** 51089.8.10      **County:** Cumberland

**For Signature From:**

- Transportation Secretary
- Chief Deputy Secretary
- Deputy Secretary [ - A ~ [ a a V / a • ] [ ! c a ] }
- Other

**Attorney General Review:**

- Approved as to Form

Signature	Date

Parties to the Agreement:

City of Fayetteville

Description of Work:

Preparation of a Pedestrian Plan Update

Estimated Cost to NCDOT:

\$142,500 (Federal + State)

Amount to be reimbursed to NCDOT:

BOT approval date:

Item I: 06/05/2023