

# 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>
<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:

- ✓ Shamorah Fountain - [sfountain1@ncdot.gov](mailto:sfountain1@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 Kerry Turner at [kmtturner@ncdot.gov](mailto:kmtturner@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.

**ACCOUNTS RECEIVABLE**  
**TIP AGREEMENT – PROJECT COST PARTICIPATION**  
**1000026170**  
**1000027470**

**AGREEMENT OVERVIEW**

NORTH CAROLINA  
UNION COUNTY

**DATE: 10/30/2025**

**PARTIES TO THE AGREEMENT:**

**PROJECT NUMBERS:**

NORTH CAROLINA DEPARTMENT  
OF TRANSPORTATION

TIP #: U-6247

WBS ELEMENTS: CON 49223.3.1

AND

UNION COUNTY

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”):** This Project consists of intersection improvements at NC 84 and SR 1162 (Potter Road/Wesley Chapel Road).

**ESTIMATED COST OF THE PROJECT:** \$ 1,286,183.50  
**ESTIMATED COSTS TO OTHER PARTY:** \$ 413,000.00  
**ESTIMATED COSTS TO DEPARTMENT:** \$ 873,183.50

**RESPONSIBILITY FOR COSTS THAT EXCEED FUNDING:**

The Department is responsible for all costs that exceed the total estimated cost.

**BREAK DOWN OF PRIORITY:**

<b>PRIORITY 3 TOTAL:</b>	<b>\$ 1,247,405.00</b>	
<b>COST TO OTHER PARTY:</b>	<b>\$ 374,221.50</b>	<b>(30% – Non-Federal Match)</b>
<b>COSTS TO DEPARTMENT:</b>	<b>\$ 873,183.50</b>	<b>(70% – Federal Funds)</b>
 <b>PRIORITY 4 TOTAL:</b>	 <b>\$ 38,778.50</b>	
<b>COST TO OTHER PARTY:</b>	<b>\$ 38,778.50</b>	<b>(100% – Overmatch)</b>

**PAYMENT TERMS:** Union County will submit payment prior to beginning the construction phase of work.

**MAINTENANCE:** Department

**EFFECTIVE DATES OF AGREEMENT:**

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

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

**ACCOUNTS RECEIVABLE**  
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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 Union County, hereinafter referred to as the **County**; 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 under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

**WHEREAS**, the **Department** and the **County** have agreed that the jurisdictional limits of the **Parties**, as of the date of entering the 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 **Department** and the **County** on March 1, 2023, entered into a certain Project Agreement (#9624) for the original scope: construction of a roundabout at the intersection of NC 84 and SR 1162 (Potter Road/Wesley Chapel Road), programmed under Project U-6247, for which the **County** provided \$386,500 to be used as a non-federal match for Federal funds; and,

**WHEREAS**, the **County** has agreed to provide further participation in costs of the Project as more fully described below; and,

**WHEREAS**, the **County** and the Village of Wesley Chapel will provide an equal contribution of a Priority 3 match to Federal funds and a Priority 4 overmatch.

**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. RESPONSIBILITIES

### A. DEPARTMENT

The **Department** shall be responsible for all phases of project delivery to include planning, design, right of way acquisition, utility relocation, construction and maintenance as shown in the **PROJECT DELIVERY REQUIREMENTS** Provision.

### B. COUNTY

The **County** shall be responsible for payment as shown in the **COSTS AND FUNDING** Provision.

## III. PROJECT DELIVERY REQUIREMENTS

### A. PLANNING, DESIGN, AND CONSTRUCTION

- i. The **Department** will be responsible for preparing the environmental and/or planning document and obtaining any environmental permits.

- ii. The **Department** will be responsible for preparing the plans and specifications and letting the Project to construction.
- iii. The **Department** shall construct the Project in accordance with the plans and specifications for the Project. The **Department** shall administer the construction contract for said Project. All work shall be done in accordance with Departmental standards, specifications, policies, and procedures.

#### **B. RIGHT OF WAY ACQUISITION**

The **Department** will be responsible for acquiring any needed right of way required for the Project in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

#### **C. MUNICIPAL UTILITY RELOCATIONS**

##### **Responsibilities**

It is understood that there are no municipally-owned water and sewer lines to be adjusted or relocated at this time. If during the project it becomes necessary to adjust or relocate municipally-owned water and/or sewer lines, and the **County** requests that the **Department** include this work in the construction contract, then a separate Utility Agreement will be prepared at the appropriate time.

#### **D. MAINTENANCE**

Upon completion of the Project:

- i. The **Department** shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the “Policy on Street and Driveway Access to North Carolina Highway,” and department criteria.
- ii. The roadway improvements that are within state-owned right of way shall be considered a part of the State Highway System and shall be owned and maintained by the **Department**.

### **IV. COSTS AND FUNDING**

#### **A. PROJECT COSTS AND FUNDING**

The **County** has agreed to further participate in Project costs as follows:

ACCOUNTS RECEIVABLE  
TIP AGREEMENT – PROJECT COST PARTICIPATION  
1000026170  
1000027470

- i. The estimated cost of the Project is \$1,286,183.50. Both **Parties** understand that this is an estimated cost and is subject to change.
- ii. The **County** shall further participate in all Project costs up to a maximum amount of \$413,000.00. The **Department** will participate in all costs up to \$873,183.50, and all costs that exceed \$1,286,183.50.

**B. PAYMENT BY THE COUNTY**

- i. Based on the cost participation above, the **County** shall submit payment for \$413,000 prior to the **Department** initiating the construction phase. The **Department** will notify the **County** when the payment is due. The **County** shall remit payment, in accordance with the attached “Remittance Guidance”.
- ii. Upon completion of the Project, if actual costs of the Project is less than \$1,286,183.50, the **Department** will reimburse the **County** 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 **County** 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 **County** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **County** 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. 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.

**G. 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 **County** 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.

**H. INDEMNIFICATION**

To the extent authorized by state and federal claims statutes, the **County** will indemnify and hold 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 claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project that arise on account of the **County's** negligence and/or responsibilities under the terms of this Agreement, except for those claims arising out of the errors, omissions, or negligence of the **Department**, its respective officers, directors, principals, employees, agents, successors, and assigns.

**I. 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.

**J. COUNTERPARTS AND ELECTRONIC SIGNATURES**

- i. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original

copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each of the **Parties**. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

- ii. The **Parties** hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the **Party(ies)** so signing as a paper copy bearing a handwritten signature. 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 electronic signature technology, the **Parties** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The **Parties** 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 **Parties** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

#### K. 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 **County** by authority duly given.

**(DOCUSIGN ONLY)**

**UNION COUNTY**

Authorized Signer: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to Legal Form: BTI

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

Fed Tax ID No: \_\_\_\_\_

Finance Signer: \_\_\_\_\_

Remittance Address:

Print Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (DATE)

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**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 **County** by authority duly given.

**(INK SIGNATURES)**

**UNION COUNTY**

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:

Fed Tax ID No: \_\_\_\_\_

Finance Signer: \_\_\_\_\_

Remittance Address:

Print Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

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

**(DOCUSIGN)**

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (DATE)