



**Addendum No. 5**  
**OSWWTP Phase 1 Replacement Project**  
**Corolla, Currituck County, North Carolina**  
**June 29, 2015**

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The following shall take precedence over the plans and specifications of the above named project and shall become part of the Contract Documents. Original items of the specifications, contract documents and information indicated on the drawings not herein modified, amended, voided or suspended shall remain in effect.

**General**

The following are questions posed by plan holders. The questions are in *italicized* text and the answers are in **bold** text.

1. *Is there a copy of the Contract Form we would be signing available?*

**Please see the attached copy of a sample contract. The attachment numbers eight (8) pages in total.**

2. *Our suppliers rarely agree to 10% retainage to the end of a project. Some will accept 5% until their equipment is started up and the Owner takes beneficial use. Would the Owner consider modifying the retainage to 5% since they have full Performance and Payment Bonds from the Contractor and introducing a Substantial Completion and Final Completion definition that would allow for further retainage reduction when equipment is started and the Owner is getting full use of the equipment? If there are staged start-ups this may result in warranties and retainage reductions on portions of the project at earlier dates. We normally see this.*

**North Carolina General Statute Section 143-134.1 has been revised and changed so that only 5% can be retained from partial payments. Please see the following section of the Division 1 - Standard Construction Specifications as it originally appears in the Technical Specification Manual and as it has been revised.**

## 9.09 Progress Payments and Retainage

D. Progress payment will be made by Owner on a monthly basis no later than the 20th day of the subsequent month of work performed, except that, additional days may be required when a payment is accompanied by one or more of the following: an extension of completion time, change order or extra bill. Payment may be made via use of checks or warrants at the option of Owner for the amount of the approved estimate. Notwithstanding any other payment provision herein, the Owner may retain up to ten percent (10%) retainage on payments made pursuant to this Contract, but only after the Owner has made a determination that such retainage made be withheld pursuant to GS 143-134.1.

**Revise to:**

## 9.09 Progress Payments and Retainage

**D. Progress payment will be made by Owner on a monthly basis no later than the 20th day of the subsequent month of work performed, except that, additional days may be required when a payment is accompanied by one or more of the following: an extension of completion time, change order or extra bill. Payment may be made via use of checks or warrants at the option of Owner for the amount of the approved estimate. Notwithstanding any other payment provision herein, the Owner may retain up to five percent (5%) retainage on payments made pursuant to this Contract, but only after the Owner has made a determination that such retainage made be withheld pursuant to GS 143-134.1.**

3. *We also normally see some procedure or allowance for payments of Stored Material that cannot be installed for some time after delivery. Material would have to be stored per the Manufacturer's recommendations and properly maintained for the storage period. This would allow us to receive material as it is ready and be ready to install it as work locations are available without waiting on delivery. This normally expedites construction of the project.*

**Many partial payment forms such as the AIA Document G703 identify a means by which payments can be requested for materials stored. In the case of the above referenced AIA Document partial payments for materials stored are enumerated and quantified in Column F. This particular partial payment application form is appropriate for use for this project. A reproduction of this form has been attached to the end of this addendum along with the Instructions. This attachment numbers 3 pages in total.**

4. *There is no mention of NC Sales Tax. Is the sales tax still exempt on wastewater plants? Does the Contractor have to fill out forms so they can be reimbursed or does the Owner do all this work?*

**Contractors will be required to complete the attached "Certificate of Sales Tax Paid". These forms will be presented and submitted with applications for partial payments. A .pdf copy of this form has been included as a separate document to the end of this addendum. This attachment numbers one (1) page in total.**

**Specifications**

1. Spec 03300 Cast-in-Place Concrete

2.10 A 2

2. Ready-mixed concrete shall be delivered to the WORK, and discharge shall be completed within one hour after the addition of the cement to the aggregates or before the drum has been revolved 250 revolutions, whichever occurs first.

**Revise to:**

**2. Ready-mixed concrete shall be delivered to the WORK, and discharge shall be completed within 90 minutes after the addition of the cement to the aggregates or before the drum has been revolved 250 revolutions, whichever occurs first.**

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made the \_\_\_\_ day of \_\_\_\_\_, 2015 between the **County of Currituck** (hereinafter “County”) and \_\_\_\_\_ [Contractor], (hereinafter “Contractor”).

### RECITALS

County is a body corporate and politic of the State of North Carolina with the duties and powers set forth in Chapter 153A of the North Carolina General Statutes.

Contractor represents that it is duly qualified to perform business, and otherwise to transact business in North Carolina.

IT IS THEREFORE AGREED as follows:

1. Scope of Work. Contractor agrees to perform the following services for County:

\_\_\_\_\_ **(here, describe in detail the work to be performed by the contractor including the location of where the work is to be performed,** (hereinafter “the Services”).

2. Compensation. Contractor will be paid for its Services by County as follows:

\_\_\_\_\_ **[here, specify compensation arrangement including payment method and frequency.]**

3. Contractor’s Freedom to Contract. Contractor may employ assistants at its sole expense and discretion as may be necessary to fulfill Contractor’s obligations under this Agreement. Contractor agrees that anyone to whom it delegates any or all of the Services called

for by this contract will be competent, qualified and capable of performing the work without any supervision, contact or assistance by County's employees. Any such assistant will be employed only by Contractor, and will not be an employee of the County while performing services under this contract.

4. Expenses. County shall not be liable to Contractor for any expenses which Contractor incurs, nor shall Contractor be liable to County for office help or expenses. Contractor shall have no authority to bind County by any promise or representation, unless specifically authorized by the County Manager in writing to do so.

5. Term. This Agreement may be terminated by either party at any time upon \_\_\_\_\_ days written notice to the other party. Upon the termination of this Agreement, Contractor shall prepare and provide to County a list of all pending unfinished business involving Contractor. Contracted Services under the terms of this agreement shall terminate upon completion of the Services which shall in no event exceed \_\_\_\_\_ days/months for completion of the Services. If you have a short term contract, 30/60/90 days, the blue section will apply. If you have a term running on a fiscal year, take out the blue and add the term of the contract in this section if you have not already specifically set it out in the scope of services. For example – The term of this contract is July 1, 2015 through June 30, 2016.

6. Nature of Relationship. Contractor understands that it is an independent contractor and is not an employee, subcontractor, agent, servant, partner nor joint venturer of County. Contractor understands that it has the right to use its best judgment and efforts to fulfill the terms and obligations of this Agreement. Contractor further understands and acknowledges the following:

- a. That it will receive no compensation other than as outlined in this Agreement and is not subject to nor eligible for any benefits which may be offered by County to its employees, such as vacation pay, sick leave, insurance coverage or retirement plan participation.
- b. Its Services provided in accordance with this Agreement are an independent calling or occupation.
- c. Contractor is expected to use its own skill, judgment and expertise to fulfill the obligations of this Agreement, and is not supervised, directed or controlled by County as to the means or methods it should employ.
- d. Contract is not required to perform tasks in any particular order or sequence.
- e. Contractor needs no training from County as to how to fulfill its duties and responsibilities.
- f. Contractor may determine its own daily schedule and those of its own employees or servants without prior approval of County.
- g. Contractor is not required to devote any particular percentage of its time or resources to perform the Services required hereunder.
- h. Contractor furnishes its own equipment and supplies and is expected to maintain its business office somewhere other than at the County's office.
- i. To the extent Contractor must procure or maintain any insurance, license, certification or trade membership, it must do so at its own cost.

j. This Agreement shall not prevent Contractor from performing other services for other parties. Contractor may engage in other business endeavors or projects of any kind or nature.

7. Taxes. Contractor assumes exclusive liability for payment of all federal, state or other governmental division taxes and contributions for social security, Medicare/Medicaid, etc., now or hereafter required, incurred or assessed by law. Contractors providing equipment, materials, parts or supplies shall provide a breakdown of labor, materials, parts or supplies and sales tax by County or a sales tax report approved by the County Finance Department with the invoice. Contractor agrees to indemnify and hold harmless the County from any claims for taxes as described in this Section.

8. Insurance. Contractor understands and agrees that neither it nor its employees are subject to workers' compensation or general liability coverage maintained by the County for its employees. Contractor agrees to procure and maintain workers' compensation insurance coverage for the benefit of contractor's employees or subcontractors and to procure general liability insurance listing the County as an additional insured at all times relevant to this Agreement. Contractor shall provide to County upon request a valid and current certificate of workers' compensation and general liability insurance. In the event Contractor shall fail at any time to have in force and effect insurance as required by this Section, Contractor agrees to indemnify and hold harmless County for (1) any premium paid by County to maintain insurance coverage applicable to Contractor and/or its employees or subcontractors; (2) any worker's compensation benefits paid by County as a result of Contractor's failure to comply with this

Section; and (3) any amounts paid by County for general liability claims as a result of Contractor's failure to comply with this Section.

9. Indemnity. Contractor shall and does hereby agree to indemnify, save harmless and defend County from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damage to property caused by Contractor, its employees, agents or subcontractors in any way attributable to the performance of the Services, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to person or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, costs of investigation and of defense. It is the intention of this paragraph to hold the Contractor responsible for the payment of any and all claims, suits, or liens, of any nature and character, in any way attributable to or asserted against County or against Contractor and County, or which the County may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of County and/or the sole negligence of County's employees, agents or servants, then and only then, Contractor shall not be liable under the provisions of this paragraph.

10. Arbitration. Any controversy or claim arising out of, or relating to this Agreement, or its breach, shall be settled by arbitration in Currituck County, North Carolina in accordance with the provisions of the North Carolina Revised Uniform Arbitration Act, (the "Act"). The parties to this Agreement understand that this arbitration provision shall expressly apply to this Agreement in accordance with the Act. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.



11. Notices. Any notice, request or report given by one party to the other shall be in writing, deposited in the United States Mail (postage prepaid) or hand delivered and properly addressed as follows:

If the notice is to County:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Or such other person or address as County shall have designated by due notice to Contractor).

If the notice is to Contractor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Or such other person or address as Contractor shall have designated by due notice to County).

12. Non-Waiver. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to County, its governing board or employees.

13. Headings. The headings, subheadings and captions in this Agreement and in any exhibit hereto are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

14. Amendments. This Agreement may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.

15. Complete Agreement. This Agreement constitutes the entire Agreement between County and Contractor pertaining to its subject matter and supersedes all prior and contemporaneous negotiations, agreements and understandings of either or both parties in connection therewith.

16. Governing Law. The validity, interpretation and performance of this Agreement and of its provisions shall be governed by the laws of the State of North Carolina.

The undersigned have read the entire Agreement and accept the terms and conditions as shown by their signatures below.

ATTEST:

COUNTY OF CURRITUCK

By: \_\_\_\_\_  
Clerk to the Board of Commissioners

By: \_\_\_\_\_(SEAL)

CUT AND PASTE THE APPLICABLE  
SIGNATURE LINE FROM LAST PAGE IN THIS  
SPACE

Independent Contractor carries and will provide County with a Certificate of Insurance for:

Workers' Compensation                      Yes                      No

General Liability                              Yes                      No

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Sandra Hill  
Finance Officer

**CUT AND PASTE APPROPRIATE SIGNATURE LINES INTO THE CONTRACT – DO NOT ATTACH THIS PAGE TO THE CONTRACT**

**If Sole Proprietor or Independent Contractor – use this signature line**

CONTRACTOR

By: \_\_\_\_\_ (SEAL)  
John Doe

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**If Corporation – use this signature line**

You can verify the corporation name by going to <http://www.secretary.state.nc.us/corporations/> and doing a corporation name search

Attest:

NAME OF CORPORATION

By: \_\_\_\_\_  
Mary Doe, Secretary  
or  
Vice President/Secretary/Treasurer

By: \_\_\_\_\_ (SEAL)  
John Doe, President

(Affix Corporate Seal)

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**If a LLC or a PLLC(Limited Liability Company) – use this signature line**

You can verify the company name by using the same Secretary of State website as above

NAME OF LLC

By: \_\_\_\_\_ (SEAL)  
John Doe, Member



# Document G703™ – 1992 Instructions

## Continuation Sheet

### GENERAL INFORMATION

**Purpose and Related Documents.** AIA Document G702, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed for use on Projects where the Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201, General Conditions of the Contract for Construction.

**Use of Current Documents.** Prior to using any AIA Contract Document, users should consult [www.aia.org](http://www.aia.org) or a local AIA component to verify the most recent edition.

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### COMPLETING THE G703 FORM

**Heading:** This information should be completed in a manner consistent with similar information on AIA Document G702, Application and Certificate for Payment.

**Columns A, B & C:** These columns should be completed by identifying the various portions of the Project and their scheduled values consistent with the schedule of values submitted to the Architect at the commencement of the Project or as subsequently adjusted. The breakdown may be by sections of the Work or by Subcontractors and should remain consistent throughout the Project. Multiple pages should be used when required.

Column C should be subtotaled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of column C may be adjusted by Change Orders during the Project.

**Column D:** Enter in this column the amount of completed Work covered by the previous application (columns D & E from the previous application). Values from column F (Materials Presently Stored) from the previous application should not be entered in this column.

**Column E:** Enter here the value of Work completed at the time of this application, including the value of materials incorporated in the project that were listed on the previous application under Materials Presently Stored (column F).

**Column F:** Enter here the value of Materials Presently Stored for which payment is sought. The total of the column must be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Mere payment by the Owner for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from this column and incorporated into column E (Work Completed—This Period.)

**Column G:** Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

**Column H:** Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

**Column I:** This column is normally used only for contracts where variable retainage is permitted on a line-item basis. It need not be completed on projects where a constant retainage is withheld from the overall contract amount.

**Change Orders:** Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own G703 form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location on the G702 form.

**Construction Change Directives:** Amounts not in dispute that have been included in Construction Change Directives should be incorporated into one or more Change Orders. Amounts remaining in dispute should be dealt with according to Section 7.3 in A201.

*The following is an example of a Continuation Sheet for work in progress. Please note that dollar amounts shown below are for illustrative purposes only, and are not intended to reflect actual construction costs.*

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			E FROM PREVIOUS APPLICATION (D + E)	F THIS PERIOD					
1	MOBILIZATION	5,000	5,000	0	0	5,000	100	0	
2	STUMP REMOVAL	5,000	5,000	0	0	5,000	100	0	
3	EARTH WORK	15,000	10,000	5,000	0	15,000	100	0	
4	LOWER RETAINING WALL	10,000	0	5,000	0	5,000	50	5,000	
5	CURBS & MISC. CONC.	5,000	0	0	0	0	0	5,000	
6	PAVING, UPPER DRIVE	20,000	0	0	0	0	0	20,000	
7	PAVING, LOWER DRIVE	20,000	0	0	0	0	0	20,000	
8	PAVERS	20,000	0	0	10,000	10,000	50	10,000	
9	BRICK WORK	5,000	0	0	0	0	0	5,000	
10									
11		105,000	20,000	10,000	10,000	40,000		65,000	



# AIA<sup>®</sup>

## Document G703™ - 1992

### Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:  
 APPLICATION DATE:  
 PERIOD TO:  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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TO OWNER: \_\_\_\_\_ PROJECT: \_\_\_\_\_ APPLICATION NO.: \_\_\_\_\_ Distribution to:  OWNER  ARCHITECT  CONTRACTOR

FROM CONTRACTOR: \_\_\_\_\_ VIA ARCHITECT: \_\_\_\_\_ PERIOD TO: \_\_\_\_\_ PROJECT NOS.: \_\_\_\_\_ CONTRACT DATE: \_\_\_\_\_

CONTRACT FOR: \_\_\_\_\_

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ \_\_\_\_\_
2. Net change by Change Orders ..... \$ \_\_\_\_\_
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ \_\_\_\_\_
4. TOTAL COMPLETED & STORED TO DATE ..... \$ \_\_\_\_\_  
(Column G on G703)
5. RETAINAGE:
  - a. \_\_\_\_\_ % of Completed Work ..... \$ \_\_\_\_\_  
(Columns D + E on G703)
  - b. \_\_\_\_\_ % of Stored Material ..... \$ \_\_\_\_\_  
(Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... \$ \_\_\_\_\_
6. TOTAL EARNED LESS RETAINAGE ..... \$ \_\_\_\_\_  
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ \_\_\_\_\_  
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... \$ \_\_\_\_\_
9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ \_\_\_\_\_  
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: \_\_\_\_\_  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 State of: \_\_\_\_\_  
 County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
 Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

*(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)*

ARCHITECT: \_\_\_\_\_ Date: \_\_\_\_\_  
 By: \_\_\_\_\_  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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