



Request for Qualifications  
For  
Construction Manager at Risk

RFQ Release Date: July 29, 2025

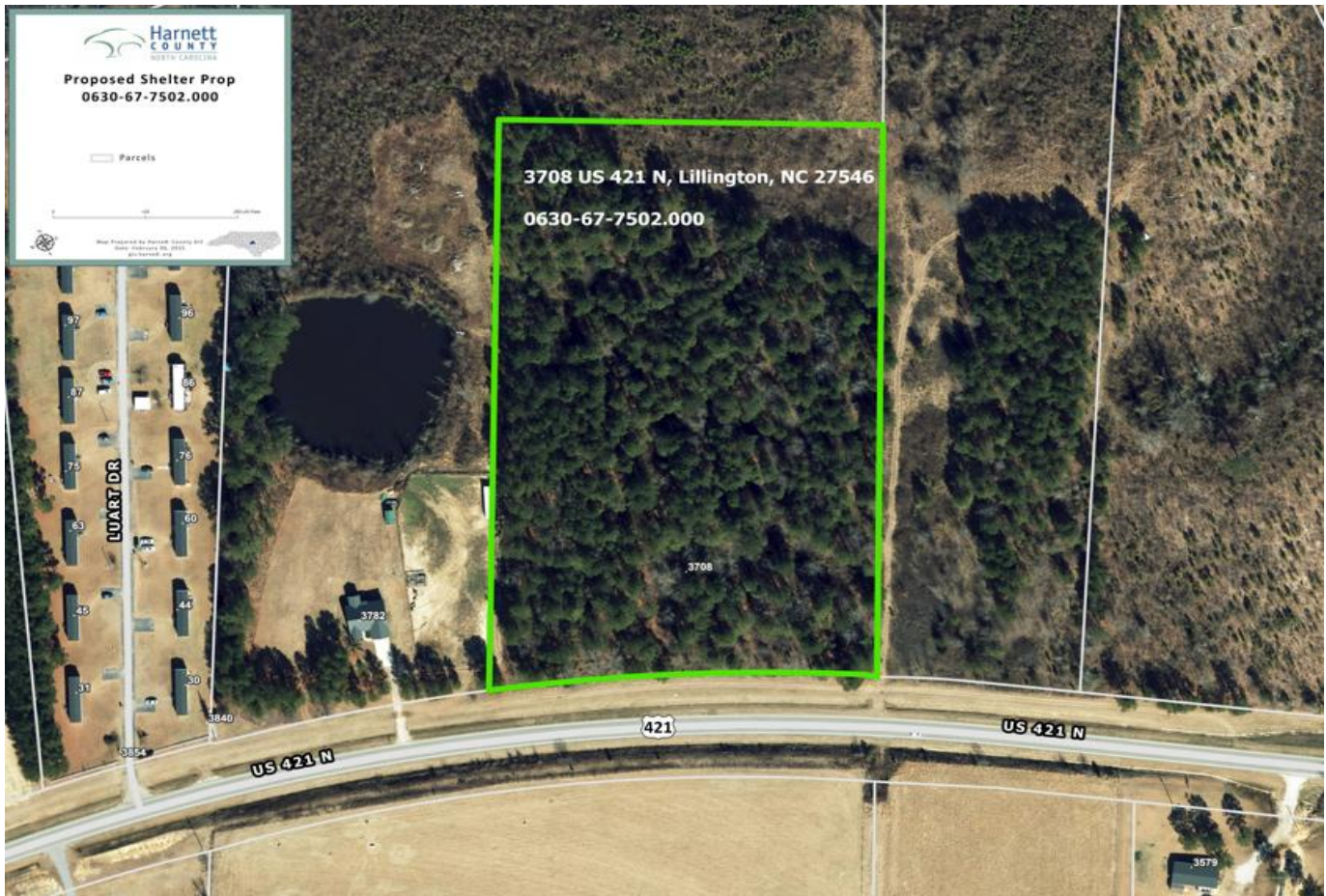
Proposals Due: August 29, 2025

Contact: Renea Warren Ford  
Procurement Manager  
Harnett County Finance Department  
455 McKinney Parkway  
Lillington, NC 27546  
Email: [purchasing.support@harnett.org](mailto:purchasing.support@harnett.org)  
[www.harnett.org](http://www.harnett.org)

## **Introduction**

The County of Harnett, North Carolina, ("County") is soliciting Statements of Qualification from interested parties qualified as a Construction Manager at Risk ('CMAR' or Proposer) for services involving the new Animal Services' Adoption Center (AC) facility. The Proposer must clearly demonstrate the ability and expertise to provide the required services, staffing and resources to complete the project. The Proposer must comply with all applicable ordinances, state, local and federal laws and the terms and conditions of the contract agreement. County encourages participation by Disadvantaged Business Enterprises

The new Animal Adoption Center for the General Services - Animal Services Department will be located at 3708 US 421N, Lillington NC 27546 on an approximately 9.9-acre parcel (see below image for location). The new facility is planned to be approximately 15,000 SF to meet operational needs for animal intake, canine kenneling, surgery/recovery center, feline rooms, office spaces, meeting area, parking and other adoption related activities. Additionally, the property will include outdoor corrals for livestock, canine play areas and storage facilities programmed at approximately 12,000 – 15,000 SF. The programmed outdoor areas must be fenced and secured.



## **Background**

The County of Harnett is one of the fastest growing counties in North Carolina with an approximate population of 142,000 residents. The proximity to Fayetteville/Fort Bragg to the south and Raleigh and the Research Triangle Park to the north combine to make Harnett County a prime place to live. It's this growing population that solidified the decision by the Harnett County Board of Commissioners to recognize the need for a larger and more modern animal adoption center.

Additionally, the County of Harnett has a total area of 601 square miles and as of the 2020 Census, a population of 134,000. Between 2010 and 2020, the population grew by 18.6 percent and is expected to increase an additional 14 percent by 2030. Growth is accented by the addition of many rooftops with corresponding public services demand, and especially noteworthy is the increasing demand for Animal Services' assistance.

The project listed for design services solicitation will address facility replacement and growth needs for Harnett County General Services – Animal Services.

## 1.0 RFQ Timeline

Below is a list of anticipated Schedule of Events (SOE) related to this solicitation. The County reserves the right to modify or adjust the following schedule to meet the needs of the project and project team members.

## 1.2 Project Response Timeline

The proposal, design, and construction process shall adhere to the following schedule.

|   |                                 |                |
|---|---------------------------------|----------------|
| Posting of RFQ  | July 29, 2025                   |                |
| <b>Proposals due</b>                                  | <b>August 29, 2025</b>          | <b>3:00 PM</b> |
| Issue of selected firms list (Short List)             | September 2025                  |                |
| Interview of Short List                               | September 2025                  |                |
| <b>Negotiate/Award Pre-Construction Contract</b>      | <b>September - October 2025</b> |                |
| Kick-off Meeting                                      | October 2025                    |                |
| Programming Phase                                     | October 2025                    |                |
| Schematic Design Phase                                | October 2025 – Jan. 2026        |                |
| Design Development Phase                              | January – March 2026            |                |
| Construction Document Phase                           | April 2026                      |                |
| 50% Construction Document Plot                        | April 2026                      |                |
| <b>GMP submitted to the County for review</b>         | <b>May 2026</b>                 |                |
| <b>Negotiate/Award CMAR for Construction Contract</b> | <b>June 2026</b>                |                |
| Start of Construction                                 | June 2026                       |                |
| <b>Completion of Construction</b>                     | <b>June 2027</b>                |                |

Note: All times shown as Eastern Standard Time (EST).

## 2.0 Objective and Scope of Work

The scope of work awarded under this qualification process includes project management, construction management, construction administration, and logistics management of the assigned project during the full term of the AC construction project. The newly constructed AC facility will be approximately 15,000 SF.

The Request for Qualifications for Architects has been advertised. The Architect for this project has not yet been selected. The intent is to bring the Construction Manager on board early in the programming phase to assist with determining the most cost-effective options. Innovative approaches to meet space needs while reducing proposed building square footage are encouraged.

The CMAR team must have experience as the prime at-risk contractor, design-builder, or construction manager for the construction of a minimum of three (3) similar size or larger projects to be considered for further evaluation.

The specific scope of work for the selected CMAR for the Project will be defined in the construction management agreement. However, at a minimum the following services are required of the CMAR:

- Provide preconstruction phase services including cost estimating, life-cycle cost analysis, continuous value-engineering, constructability reviews scheduling, phasing plans, etc.
- Provide and maintain Request for Information ("RFI") and submittal logs.
- Develop and maintain a master project schedule.
- Prepare and maintain a cash flow analysis.
- Define and prepare scopes of work for bid packages.
- Develop a site management plan.
- Provide construction management and general contracting services.
- Develop a phasing and sequencing plan.
- Establish and maintain quality control standards.
- Provide Guaranteed Maximum Price ("GMP")

In accordance with North Carolina General Statutes Section 143-128.1, you will be required to prequalify all first-tier subcontractors with assessment tools and criteria for the Project including specific prequalification scoring values jointly developed with County.

## **Questions**

All inquiries and questions about the RFQ must be submitted in writing by email to Renea Warren-Ford at the following email address: [purchasing.support@harnett.org](mailto:purchasing.support@harnett.org). Questions will be received until **12:00pm on August 8, 2025**. Submitting emails should include in the subject line "County of Harnett – 'Animal Adoption Center'". Only written questions will be considered formal. **Any information given by telephone will be considered informal.** Any questions that the County feels are pertinent to all proposers will be posted online as an addendum to the RFQ. Email messages will be treated as written questions. Requests for clarification and questions to this RFQ must be received by the County no later than the date shown above in Section 1.2 RFQ Timeline, after which time no future questions will be accepted. The proposer's failure to request clarification and submit questions by the date in the RFQ timeline above shall be considered to constitute the proposer's acceptance of the County's terms and conditions and requirements. Questions are submitted via email to [purchasing.support@harnett.org](mailto:purchasing.support@harnett.org). Clarifications and questions must be written and/or submitted electronically to the applicable Purchasing Specialist listed below.

The County shall issue addenda reflecting questions and answers to this RFQ, if any, and shall be posted to the North Carolina Electronic Vendor Portal (eVP) website. No information, instruction, or advice provided orally or informally by any County personnel, whether made in response to a question or otherwise in connection with this RFQ, shall be considered authoritative or binding. Proposers shall be entitled to rely only on written material contained in an Addendum to this RFQ.

*It is important that all Proposers submitting to this RFQ periodically check the North Carolina Electronic Vendor Portal (eVP) website for any Addenda. It is the Proposer's responsibility to ensure that all addenda have been reviewed and, if required, signed and returned.*

## **2.1 Submittal Requirements & Contact Info**

Proposals must follow the format defined in Section 2 Qualifications Package and be addressed and **submitted via UPS, FedEx or hand- delivered as follows:**

| <b>Hand Delivered or Delivered</b>   | <b>Inquiries &amp; Questions for This RFQ</b>   |
|--|---|
| Harnett County Resource Center and Library<br>Attn: Renea Warren-Ford, Procurement Manager<br>455 McKinney Parkway<br>Lillington, NC 27546 | Renea Warren-Ford, Procurement Manager<br><b>Email Address:</b><br>purchasing.support@harnett.org |

## **2.2 Statement of Qualification Submittal Requirements**

Statements of Qualifications must follow the format as defined in the section marked "SOQ".

SOQ should be limited to 25 pages or less, inclusive of cover page. Please use 8 ½" x 11" sheets, single spaced, one sided with no less than 12-point font. Respondents must submit one (1) signed original and five (5) copies, of the "Construction Manager at Risk (CMAR)" – Animal Adoption Center. Proposals must be enclosed in a sealed envelope or package and clearly marked: "RFQ for Construction Manager at Risk (CMAR) – Animal Adoption Center". Hard copy must be received by County on or before

**August 29, 2025, by 3:00 PM.**

Statements of Qualifications (SOQ) received after the "RFQ Due" deadline above will not be considered and will be returned unopened to the return address on the submission envelope. The outside of the submittal package must be clearly marked. The County reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest. Any requirements in the RFQ that cannot be met must be indicated in the statement of qualification. Proposers must respond to the entire Request for Qualification (RFQ). Any SOQs received by County that are incomplete in their responses will be immediately disqualified.

## **2.3 Rights to Submitted Material**

All statements, responses, inquiries, or correspondence relating to or in reference to this RFQ, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as



and qualifying as trade secrets under North Carolina Law) shall become the property of County when received and the entire statement of qualification shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by North Carolina Law and marked in bold **“Confidential”**.

The County reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this RFQ.

#### **2.4 Communications**

All communications of any nature regarding this RFQ with any County staff, elected officials, or evaluation committee members are strictly forbidden from the time of solicitation is publicly posted until the award. Questions must be submitted in writing to the individual designated in Section 2.1, before the deadlines provided. Violation of this provision may result in the firm’s proposal being removed from consideration.

#### **2.5 Proposer Expenses**

The county of Harnett will not be responsible for any expenses incurred by any firm in the development of a response to this Request for Qualifications or any other activities associated with the procurement including but not limited to any onsite interviews and/or presentations, supplemental information provided, submitted, or given to the County or its representatives.

#### **2.6 Proposer Acceptance**

Submission of proposals indicates a Proposer’s acceptance of the conditions within this RFQ. The County of Harnett has the sole discretion and reserves the right to cancel this RFQ and reject all proposals, to waive all informalities or irregularities, if it is deemed beneficial to the county.

### **3.0 Qualifications Package**

#### **3.1 Requirements for Statement of Qualifications**

Please submit a complete Statement of Qualifications (SOQ) responding to all the required information requested. Incomplete qualifications will be considered non-responsive and subject to rejection.

#### **Introduction:**

##### **A. Cover Letter/Letter of Intent**

The cover letter shall be addressed to Mrs. Renea Warren-Ford, Purchasing Specialist. It may be up to two pages (which do not count toward the 25-page maximum) and, at a minimum, must contain the following:

1. Identification of organization, including name, address and telephone number.

2. Type of organization (joint venture, partnership, limited partnership, corporation, etc.) If submitting as a joint venture, the firm shall provide a summary of the draft agreement terms.
3. Firm history, including background of firm's executive management and number of years the firm has been in business.
4. A statement to the effect that the proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
5. The signature of a person authorized to bind the Firm to the terms of the proposal.
6. Has the firm, or joint venture partner, ever been involved in litigation or arbitration with an owner of a similar facility? If so, please describe each instance, giving specific detail regarding the reasons for the claim and amount in dispute. Explain how the claim was resolved.

**B. Section One: Respondent's Statement of Qualifications and Availability to Undertake the Project**

1. Provide a statement of interest for the Project including a narrative describing the respondent's unique qualifications as they pertain to this Project.
2. Provide a statement on the availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the Project.
3. Provide confirmation that the firm and its team members are licensed to provide construction management services in North Carolina.

**C. Section Two: Respondent's Ability to Provide Construction Management Services**

1. Provide the following information on your firm for the past five (5) fiscal years:
  - i. Volume: Annual number, value and percent change of contracts per year;
  - ii. Revenues: Annual revenue totals and percent change per year;
  - iii. Bonding: Total bonding capacity, available bonding capacity, and current backlog;
    - a. Name and contact information of the firm's bonding company.
    - b. Letter from surety indicating the firm's current bonding capacity and the surety's willingness to bond the project. The surety shall acknowledge that the firm may be bonded for each stage/phase of the project, with a potential maximum construction cost of \$20 million dollars.
    - c. A.M. Best rating for the firm's surety, and its status to do business in North Carolina.



**D. Section Three: Qualifications of Construction Manager at Risk Team**

1. Describe your management philosophy for the CMAR construction delivery method.
2. Provide a list of staff members and resumes of the CMAR team that will be directly involved in the Project, including their experience with similar projects, the number of years with the firm, and their city(s) of residence. Also, provide an Organizational Chart but do not include resumes or list of personnel who will not be assigned to this project.
3. Describe, in graphic and written form, the proposed Project assignments and lines of authority and communication for each team member to be directly involved in the Project. Indicate the estimated percent of time these team members will be involved in the Project for Pre-construction and Construction Services.
4. Identify the proposed team members who worked on the Projects listed in Section E.1 of this RFQ, and describe their responsibility in those projects compared to this project. CMAR will be required to notify County in writing any change to this team prior to start date and County shall have the option to approve/disapprove newly proposed team member or void the contract altogether.

**E. Section Four: Respondent's Past Performance on Representative CMAR Projects**

1. Identify and describe the proposed Team's past experience for providing CMAR Services for similar projects that are most related in scope and complexity to this project within the last five (5) years. For each such project, state whether you acted as the general contractor or subcontractor. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:
  - i. Owner and location of the project.
  - ii. Completion date or status of the project
  - iii. Color images
  - iv. Initial project budget, construction cost at time of GMP and final construction costs
  - v. Brief description highlighting its key elements
  - vi. Capacity and square footage of the project
  - vii. Key personnel proposed for this project that were involved in the project
    1. Name of Project Manager (individual responsible to the Owner for the overall success of the project)
    2. Name of Project Superintendent (individual responsible for coordinating the day-to-day work)
    3. Names of Mechanical, Plumbing, Structural and Electrical subcontractors
  - viii. References (for each project listed above, identify the following):
    1. The Owner's name and representative who served as the day-to-day liaison during the

design and construction phases of the project, including telephone number

2. Architect/Engineer's name and representative who served as the day-to-day liaison during the construction phase of the project, including telephone number

2. Describe your approach to encouraging minority participation in these projects. Indicate the percentage achieved and if the MWBE goal was met or exceeded. Describe what strategies were used to make these projects successful.

References shall be considered relevant based on specific project participation and experience with the Respondent. The county may contact references during any part of this process. The county reserves the right to contact any other references at any time during the RFQ process.

Provide descriptions of any additional projects which may relate directly or indirectly to the project described within this RFQ, which stands out for a unique reason. Be sure to include any relevant items listed in section E.1 and explain what was significant about the project and how it may relate to the project described within this RFQ. Potential projects could include:

- Your most technologically advanced project
- Your most environmentally sustainable project
- Your most cost-effective project
- Your most artistic project

**F. Section Five: Respondent's Ability to Establish Budgets and Control Costs on Past Projects**

1. Describe your fiduciary responsibility as a CMAR using Guaranteed Maximum Price contracts for publicly funded projects.
2. Describe your cost estimating methods. From any of three (3) projects listed in response to Section E.1 of this RFQ, describe how the estimates were developed, how often they were updated and the degree of accuracy achieved.
3. Describe your cost control methods during construction; how you procure subcontracts, confirm scope, amount, and ensure proper payment.
4. Describe your methodology for working with the Project Architect/Engineer and their subcontractors to deliver a Guaranteed Maximum Price and to maintain the GMP throughout the design and construction process.
5. County intends to accept a Guaranteed Maximum Price prior to completion of Construction Documents. Describe 1) Your process for ensuring that the Design Documents provide the information necessary to arrive at a complete GMP, including all Owner requirements with reasonable contingencies, and 2) Your process for subsequently ensuring that the 100%

Construction Documents align with the project scope in the previously accepted GMP proposal documents.

**G. Section Six: Respondent's Ability to Meet Schedules on Past Projects**

1. Describe how you will develop, maintain and update the project schedule during design and construction.
2. Describe your approach to assuring timely completion of this project, including methods for schedule recovery, if necessary.
3. Describe how you develop and maintain work schedules during design and construction to coordinate with County's project schedule.

**H. Section Seven: Respondent's Knowledge of Current Construction Methodologies, Technologies, and Best Practices**

1. Describe your quality assurance program. Explain the methods used to ensure quality control during the Construction phase of a project.
2. Describe your procedures for implementing industry's "best practices" as defined by the Construction Industry Institute and similar organizations.
3. Provide an example of a successful constructability program used to maintain project budgets without sacrificing quality.
4. Describe your company's approach to safety and insuring safety while working on the site.

**I. Section Eight: Respondent's Scope of Preconstruction Services**

1. Describe proposed scope for preconstruction services.

**J. Section Nine: Capabilities: Financial and Legal:**

**Financial:**

1. Provide a current financial rating of your company and any documentation, including a Dun and Bradstreet analysis, which indicates the financial stability of the company. This requirement shall be submitted in a separate sealed envelope marked "**Financial Rating - Confidential**".
2. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

**Legal:**

1. Provide details of any current litigation, in connection with your company's performance under a contract for construction management and/or construction services. Describe the status of each suit or claim.
2. Does any relationship exist between your company and any of the County's officers, employees or the Architect whether by relative, business associate, capital funding agreement or any other such kinship? If yes, please explain.

**4.0 Proposal Evaluation**

This is not a bid. There **will not** be a public bid opening. Proposals will be evaluated based on, but not necessarily limited to, the following criteria:

| Criteria   |
|--|
| 1. Qualifications and experience of the proposed team members for the requested services.        |
| 2. Overall quality and detail of submittal; demonstrated understanding of the scope of services. |
| 3. Time required to implement all aspects of the scope of services.                              |
| 4. Demonstration of prior successes with similar services and projects.                          |
| 5. Financial Strength.   |
| 6. Past success with and plan for maximizing local and minority participation.                   |

| Criteria                                  | (a)<br>Weight | (b)<br>Score<br>(0 - 3) | (a) X (b) Weighted Score |
|---|---------------|-------------------------|--------------------------|
| 1. Qualifications / Experience            | 20            |                         |                          |
| 2. Demonstrated Understand Scope of Svcs. | 5             |                         |                          |
| 3. Time Required to Implement SOS         | 20            |                         |                          |
| 4. Demonstration of Prior Successes       | 20            |                         |                          |
| 5. Financial Strength                     | 30            |                         |                          |
| 6. Past Success w/ Local & Minority Part. | 5             |                         |                          |
| <b>Final Score</b>                        |               |                         |                          |

**Score Points**

0 – Does Not Meet Expectations  
2 – Meets Expectations

1 – Partial Meets Expectations  
3 – Exceeds Expectations

#### **4.1 Final Selection**

Qualifications will be reviewed after opening and will be ranked in order of choice, at which point contract negotiations will begin with the qualified firm. Procurement of the CMAR services will be made in accordance with the provisions of G.S. 143-64.31, which require that firms be selected on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee. A team, comprised of County staff, will be responsible for the proposal evaluations. This team, in accordance with the criteria listed above, will evaluate all proposals received as specified. County team members, in applying the major criteria to the proposals, may consider additional sub-criteria beyond those listed, as may come to light through review of the various proposals. During the evaluation period, County reserves the right to interview the top selected firms or all the proposing firms. County's final selection will be the firm which, in County's opinion, is the most responsive and responsible firm, that meets County's requirements in providing this service and is in County's best interest. The county maintains the sole and exclusive right to evaluate the merits of the proposals received.

Firms will be objectively evaluated based on their responses to the project scope outlined in the RFQ. The written proposal should clearly demonstrate how the firm could best satisfy the requirements of County.

The county reserves the right to make an award without further discussion of the proposal submitted. County shall not be bound or in any way obligated until both parties have executed a contract. The county also reserves the right to delay the award of a contract or to not award a contract.

The general conditions and specifications of the RFQ and the selected proposal, as amended by agreement between County and the Contractor including e-mail or written correspondence relative to the RFQ, may become part of the contract documents. Failure of the Contractor to perform as represented may result in elimination of the Contractor from competition or in contract cancellation or termination.

**APPENDIX 1**  
**RESPONDER'S CERTIFICATION**

**Proposers Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

By Signing above, I Certify that I have carefully read and fully understand the information contained in this RFQ; and that I have the capability to successfully undertake and complete the responsibilities and obligations of the Request for Qualifications being submitted and have the authority to sign Statement of Qualification on behalf of my organization. **It is the proposer's responsibility to assure that all addenda have been reviewed prior to proposal submission.**

BY (Printed): \_\_\_\_\_

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

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

N.C.G.S. 143-128.1 specifically requires that construction managers at risk be licensed as a general CONTRACTOR;

\*\* NC General CONTRACTOR's License Number \_\_\_\_\_

The proposer supplies the information recorded below for use in the preparation of the contract documents, in the event of contract award:

1. Please indicate type of business organization:

- (a) Proprietorship \_\_\_\_\_
- (b) Partnership \_\_\_\_\_
- (c) Corporation \_\_\_\_\_
- (d) Limited Liability Co. \_\_\_\_\_



2. If business is a Corporation, please answer the following questions:

Name and title of officers, authorized by Corporate Resolution, who will execute the contract on behalf of corporation (generally President and Secretary).

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Firm is incorporated in what state? \_\_\_\_\_

If firm is a foreign corporation, does firm have a certificate of authority from the North Carolina Secretary of State?

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3. If business is a Partnership, please answer the following:

Name in full or all general partners and addresses:

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Is this a limited or general partnership? \_\_\_\_\_

If a limited partnership, what is state of registration? \_\_\_\_\_

If business is a foreign limited partnership, does business have a certificate of authority from the North Carolina Secretary of State? \_\_\_\_\_

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4. If business is a Proprietorship, please answer the following:

Name of owner: \_\_\_\_\_

5. If business is a limited liability company, please answer the following:

List the names and title of managers or member-managers who will execute the contract on behalf of the company?

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What is state of organization? \_\_\_\_\_

If business is a foreign limited liability company, does business have a certificate of authority from the North Carolina Secretary of State? \_\_\_\_\_

6. For all bidders:

If the business operates under an assumed name, what is the assumed name?

\_\_\_\_\_

Has a certificate of assumed name been filed in the Harnett County Registry? \_\_\_\_\_

If so, please provide the recording information:

Deed Book \_\_\_\_\_ AND Page \_\_\_\_\_.

## **5.0 Contractual Requirements & Terms and Conditions**

The following terms and conditions apply to this *Request for Qualification* solicitation process and will be incorporated into the resulting contract as applicable. Please note that any exceptions to the following requirements, as well as other sections of this *Request for Qualification* should be addressed in a separate section of the vendor's proposal.

### **5.1 Insurance**

#### **A. Commercial General Liability**

1. CONTRACTOR shall maintain Commercial General Liability ("CGL") and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$2,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location, or the general aggregate shall be twice the required limit.
2. CGL insurance shall be written on Insurance Services Office ("ISO") "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent CONTRACTORS, products- completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
3. COUNTY, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 or CG 20 33 **AND** CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, leased or used by the CONTRACTOR; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, officials, agents, and employees.
4. There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage to the named insured's work, when those exposures exist.
5. The CONTRACTOR's CGL insurance shall be primary as respects COUNTY, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by COUNTY, its officers, officials, and employees shall be excess of and not contribute to the CONTRACTOR's insurance.
6. The insurer shall agree to waive all rights of subrogation against COUNTY, its officers, officials, agents and employees for losses arising from work performed by the CONTRACTOR for COUNTY.

#### **B. Workers' Compensation and Employer's Liability**

1. CONTRACTOR shall maintain Workers' Compensation as required by the general statutes of

the State of North Carolina and Employer's Liability Insurance.

2. The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.

3. The insurer shall agree to waive all rights of subrogation against COUNTY, its officers, officials, agents and employees for losses arising from work performed by the CONTRACTOR for COUNTY.

NOTE: Additional requirements needed if you have a borrowed servant, offshore platforms or federal act situations. (Federal Acts such as the Defense Base Act, Migrant and Seasonal Agricultural Worker Protection Act, and the Federal Coal Mine Health and Safety Act, etc.)

C. Business Auto Liability

1. CONTRACTOR shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

2. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

3. Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

4. Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist.

5. CONTRACTOR waives all rights against COUNTY, its officers, officials, agents and employees, for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by CONTRACTOR pursuant to Section 11.C.1 of this agreement.

6. The CONTRACTOR's Business Auto Liability insurance shall be primary as respects COUNTY, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by COUNTY, its officers, officials, and employees shall be excess of and not contribute to the CONTRACTOR's insurance.

D. Professional Liability Insurance

1. CONTRACTOR shall maintain in force for the duration of this contract professional liability or errors and omissions liability insurance appropriate to the CONTRACTOR's profession. Coverage

as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR's services as defined in this contract. Coverage shall be written subject to limits of not less than \$2,000,000 per claim.

2. If coverage required in paragraph 1 above is written on a claims-made basis, the CONTRACTOR warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 (two) years beginning from the time that work under the contract is complete.

E. Deductibles and Self-Insured Retentions

1. The CONTRACTOR shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not COUNTY is insured under the policy.

F. Miscellaneous Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be canceled by either party except after 30 days prior written notice has been given to the County of Harnett, P.O. Box 760, Lillington, NC 27546.
2. If CONTRACTOR's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

G. Acceptability of Insurers

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless specific approval has been granted by COUNTY.

H. Evidence of Insurance

1. The CONTRACTOR shall furnish COUNTY with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.
2. Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in Section 11.
3. With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to COUNTY with final

application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

I. Subcontractors

CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent CONTRACTOR's coverage, and the CONTRACTOR shall be responsible for assuring that all subcontractors are properly insured.

J. Conditions

1. The insurance required for this contract must be on forms acceptable to COUNTY.
2. The CONTRACTOR shall provide that the insurance contributes to satisfaction of insurance requirements in Section 11. Minimum Scope and Insurance Requirements shall not be canceled, terminated or modified by the CONTRACTOR without prior written approval of COUNTY.
3. The CONTRACTOR shall promptly notify the Safety & Risk Manager at (910) 893-7547 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.
4. COUNTY reserves the right to obtain complete, certified copies of all required insurance policies, at any time.
5. Failure of COUNTY to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of COUNTY to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance.
6. By requiring insurance herein, COUNTY does not represent that coverage, and limits will necessarily be adequate to protect the CONTRACTOR and such coverage and limits shall not be deemed as a limitation of CONTRACTOR's liability under the indemnities granted to COUNTY in this contract.
7. COUNTY shall have the right, but not the obligation of prohibiting CONTRACTOR or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by COUNTY.

K. Builders Risk Insurance:

1. CONTRACTOR shall purchase and maintain in force builders risk insurance on the entire work.



Such insurance shall be written on completed value form and in an amount equal to the initial contract sum, subject to subsequent modifications of the contract sum. The insurance shall apply on a replacement cost basis.

2. Builders Risk Insurance shall, at a minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30) and shall be endorsed as needed to provide full coverage for loss or damage from collapse including collapse resulting from design error. Builders Risk Insurance shall include coverage for flooding, when that exposure exists.

3. CONTRACTOR shall purchase and maintain boiler and machinery insurance required by the contract documents or by law, covering insured objects during installation and until final acceptance by COUNTY. This insurance shall name as insureds COUNTY, CONTRACTOR, and all subcontractors and sub-subcontractors in the work. In lieu of this separate policy, the CONTRACTOR may have the boiler and machinery exclusion removed from the builder's risk policy.

4. Builders Risk insurance shall name as insureds COUNTY, CONTRACTOR, and all subcontractors and sub-subcontractors in the work. Builders Risk insurance shall cover the entire work at the site identified in this agreement and, when applicable, include reasonable compensation for architects' services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance, or regulation.

5. The insurance as required in this section shall be maintained in effect, unless otherwise provided for in the contract documents, until the earliest of the following dates:

- a. The date on which all persons and organizations who are insureds under the policy agree that it shall be terminated.
- b. The date on which final payment has been made.
- c. The date on which the insurable interests in the property of all insureds other than County have ceased.

6. If COUNTY is damaged by the failure of CONTRACTOR to maintain Builders Risk or Equipment Breakdown, then CONTRACTOR shall bear all reasonable costs properly attributable to that failure.

7. COUNTY and CONTRACTOR waive all rights against each other and each of their subcontractors, subcontractors, officers, officials, agents and employees for recovery of damages caused by fire and other perils to the extent covered by builders' risk insurance purchased pursuant to this section, or any other property insurance applicable to the work.

8. If the builders risk insurance and other property insurance policies purchased as required above do not allow the insured to waive the rights of recovery against others prior to loss, CONTRACTOR shall cause them to be endorsed with a waiver of subrogation as required above.
9. Partial occupancy or use of the work shall not commence until the insurance company or companies providing Builders Risk insurance have consented to such partial occupancy or use. COUNTY and CONTRACTOR shall take reasonable steps to obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual written consent, with respect to occupancy or use of the work that could lead to cancellation, lapse, or reduction of insurance.

## **5.2 Indemnification**

To the fullest extent permitted by law, CONTRACTOR shall release, indemnify, keep and save harmless COUNTY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of COUNTY or third persons, and to all property proximately caused by, directly or indirectly, the performance or nonperformance by CONTRACTOR (or by any person acting for CONTRACTOR or for whom CONTRACTOR is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of CONTRACTOR, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against COUNTY, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by COUNTY, its agents, officials and employees, in connection with investigating any claim or defending any action and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against COUNTY, its agents, officials or employees. CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the CONTRACTOR, shall in no way limit CONTRACTOR's responsibility to release, indemnify, keep and save harmless and defend COUNTY as herein provided. The intention of the parties is to apply and construe broadly in favor of COUNTY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. 22B-1.

## **5.3 Assignment**

No party shall sell or assign any interest in or obligation under this Contract without the prior express written consent of all the parties.

#### **5.4 Compliance With Laws**

CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances including those regarding toxic, hazardous and solid wastes and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. CONTRACTOR specifically acknowledges and agrees that CONTRACTOR, and any subcontractors it uses, has complied with and shall continue to comply with the provisions of the federal E-Verify program in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. CONTRACTOR shall maintain adequate safeguards with respect to sensitive customer information in conformance with and pursuant to 16 C.F.R. §681.1 and in accordance with N.C. Gen. Stat. §132-1.10 and §75-65.

#### **5.5 Contract Disputes**

In accordance with G.S. 143-128.1(8) the parties agree to mediate contract disputes in excess of \$15,000.00. Within ten (10) days of such contract disputes, the parties shall select a mediator that is certified pursuant to all of the parties involved in the dispute. If the parties cannot agree on a mediator or do not timely select a mediator, COUNTY shall select the mediator. The parties and the mediator shall agree upon the mediator's rate of compensation. The parties to the dispute shall share in the payment of the mediator's compensation with COUNTY paying a minimum of one-third of the compensation if COUNTY is a party to the dispute.

#### **5.6 Contractor Representations And Warranties**

*Independent CONTRACTOR.* This Contract does not create an employee/employer relationship between the parties. It is the intention of the parties that the CONTRACTOR will be an independent CONTRACTOR and not COUNTY's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the federal Internal Revenue Code, the provisions of the North Carolina revenue and taxation laws, the North Carolina Wage and Hour Act, the North Carolina Workers' Compensation Act, and the provisions of the North Carolina Employment Security Law. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder. The CONTRACTOR agrees that he/she/it is a separate and independent enterprise from COUNTY; and that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services described herein. This Contract shall not be construed as creating any joint employment relationship between the CONTRACTOR and COUNTY, and COUNTY will not be liable for any obligation incurred by the CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

**Non-Discrimination.** CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this Contract and may result, at COUNTY's option, in a termination or suspension of this Contract in whole or in part.

**Interpretation/Governing Law.** All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina without regard to any conflicts of law principles and subject to the exclusive jurisdiction of federal or state courts within the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard. The place of this Contract, its situs and forum, shall be Lillington, Harnett County, North Carolina, and in said County and State shall all matters, whether sounding in contract or tort relating to the validity, construction, interpretation or enforcement of this Contract be determined.

**Records.** COUNTY has the right to audit all records pertaining to this Contract both during its performance and after its completion. Further, upon termination of this Contract, the CONTRACTOR shall deliver to COUNTY all records, notes, memorandum, data, documents or any other materials produced by CONTRACTOR in connection with services rendered pursuant to this Contract. If compensation for expenses shall be provided to CONTRACTOR, the CONTRACTOR shall maintain all expense charge documents for a period of three (3) years following the completion of this agreement and said documents shall only be forwarded to COUNTY upon request.

**Ownership of Documents.** The CONTRACTOR agrees that all materials and documents developed pursuant to this Contract shall be the exclusive property of COUNTY, and the CONTRACTOR shall retain no property or copyright interest therein. Further, upon termination of this Contract, the CONTRACTOR shall deliver to COUNTY all records, notes, memorandum, data, documents or any other materials received or obtained from COUNTY in connection with services rendered pursuant to this Contract.

## **5.7 Acknowledgements**

**Authority to Act/IDA Certification.** Each of the persons executing this Contract on behalf of CONTRACTOR does hereby covenant, warrant and represent that the CONTRACTOR is a duly organized and validly existing legal entity authorized to transact business within the State of North Carolina, that the CONTRACTOR has full right and authority to enter into this Contract, and that each and all persons signing on behalf of the CONTRACTOR were authorized to do so. The undersigned certifies that CONTRACTOR is not listed on the Final Divestment List created by the N.C. State Treasurer pursuant to Chapter 147 (the Iran Divestment Act) of the North Carolina General Statutes. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147, CONTRACTOR shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

**Conflict of Interest.** No paid employee of COUNTY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

**Immunity Not Waived.** This Contract is governmental in nature, for the benefit of the public. CONTRACTOR acknowledges that COUNTY reserves all immunities, defenses, rights or actions arising out of COUNTY's sovereign status under applicable law. No waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of COUNTY's entry into this Contract.

**Saving Clause.** If any section, subsection, paragraph, sentence, clause, phrase or portion of this Contract is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

**Entire Contract and Amendment.** This Contract, including any Exhibits attached, which are incorporated herein and made a part hereof, constitutes the entire contract between the parties, and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon this Contract that are not set forth herein. This Contract shall not be altered or amended except in writing signed by all Parties.

**Non-Waiver of Rights.** It is agreed that COUNTY's failure to insist upon the strict performance of any provision of this Contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

**Non-Appropriation.** In the event no COUNTY funds or insufficient COUNTY funds are appropriated or otherwise available by any means whatsoever in any fiscal year for any payment due under this Agreement, then COUNTY will immediately notify CONTRACTOR of such occurrence and this Contract shall create no further obligation of COUNTY as to such fiscal year and shall be null and void, except as to the portions of payments for which funds shall have been appropriated and budgeted. In such event, this Contract shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to COUNTY of any kind whatsoever.

**Minority Business Enterprise (MBE).** COUNTY desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

1. Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes and constitutional provisions) the procurement of goods and services in connection with construction projects for minority owned business enterprises.
2. Insure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.

3. Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.
4. Provide technical assistance as needed.
5. Promulgate and enforce contractual requirements that the general CONTRACTOR or all construction projects shall take all necessary and reasonable steps to ensure that minority business enterprises participate in the work required in such construction contracts.

The CONTRACTOR shall insure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. The CONTRACTOR shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this Contract. Failure on the part of the CONTRACTOR to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of this Contract or other appropriate remedy.

A minority business enterprise is defined as a business, with at least fifty (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by COUNTY.

A Woman Business Enterprise is a business with at least fifty (51%) percent owned and controlled by women who exercise actual day-to-day management.

The CONTRACTOR shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this contract.

The CONTRACTOR agrees by executing this contract that he will take all necessary and reasonable steps to ensure that this special provision contained herein on Minority Business Enterprise is complied with.



**APPENDIX 2**

**NON-COLLUSION AFFIDAVIT  
County of Harnett**

RFQ No.

State of North Carolina

County of Harnett

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ (title) of \_\_\_\_\_ (firm's name), the responder that has submitted the attached response.
2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response.
3. Such a response is genuine and is not a collusive or sham response.
4. Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder firm or Person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Harnett or any person interested in the proposed contract.

Signature: \_\_\_\_\_

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

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

**NOTARIZE**

Subscribed and sworn to before me,

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(NOTARY SEAL)

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_