



North Carolina Department of Public Safety

Purchasing and Logistics

Roy Cooper, Governor
Eddie M. Buffaloe, Jr., Secretary

Cassandra Skinner Hoekstra, Chief Deputy Secretary
Douglas Holbrook, Chief Financial Officer
Joanne B. Rowland, Director

September 1, 2022

AMENDMENT NUMBER ONE (1)

**State of North Carolina
Department of Public Safety
NC Office of Recovery and Resiliency (NCORR)**

This document shall amend Contract **#19-IFB-470274549-DAD** for **Residential Construction Services: Reconstruction and Reconstruction Plus Elevation** (“Agreement”) by and between Currituck Homes, Inc. (the “Vendor”) and the State of North Carolina, Department of Public Safety, Office of Recovery and Resiliency (hereinafter referred to individually as “State” or “NCORR”) executed on August 25, 2022. Except as expressly provided in this Amendment, all terms and conditions of the original Agreement shall remain in force and shall apply to this Amendment. This Amendment, Invitation for Bid, Responses, and all of its exhibits constitutes the entire agreement between the parties. The Agreement is hereby amended as follows, to become effective upon signature of all parties.

Delete 5.3(k) and replace with:

- k) To ensure homeowners are not out of their homes longer than necessary the State has established standards for timely completion of contracted work. Completion standards begin the day the State issues Vendor a NTP and ends when home passes final inspection and the homeowner accepts key turnover. The State assesses liquidated damages of two hundred fifty dollars (\$250) a day for each day that exceeds 37 days past the agreed and approved period of performance which runs from NTP to construction passing final inspection and homeowner accepting keys.

Delete Attachment D: North Carolina Construction Terms and Conditions, Article 22(a) and replace with:

- a. Contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the date of final acceptance of the work or beneficial occupancy and shall replace such defective materials or workmanship without cost to Owner. Contractor shall provide a ten (10) year warranty for all structural work performed under the Contract. The ten (10) year warranty may be a purchased third-party warranty.

The undersigned individuals below represent and acknowledge they have the company power and authority to bind Currituck Homes, Inc. and the State of North Carolina Department of Public Safety to the terms of this Amendment.

ACCEPTED AND AGREED TO:

Currituck Homes, Inc.

By: Travis Old

Name: Travis Old

Title: Director

Date: 9/1/2022

North Carolina Dept. of Public Safety

By: Angie Dunaway

Name: Angie Dunaway, CPPB, CPM, NCCM

Title: NCORR Chief Procurement Officer

Date: 9/2/2022