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 DSW Homes, LLC (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.

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

ACCEPTED AND AGREED TO:

DSW Homes, LLC

By: ___________________________
Name: Donald Gerratt
Title: Chief Executive Officer
Date: September 1, 2022

North Carolina Dept. of Public Safety

By: ___________________________
Name: Angie Dunaway, CPPB, CPM, NCCM
Title: NCORR Chief Procurement Officer
Date: September 2, 2022