

NC Department of Public Safety OFFICE OF RECOVERY AND RESILIENCY

Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary Laura H. Hogshead, Director

April 18, 2024

AMENDMENT NUMBER ONE (1)

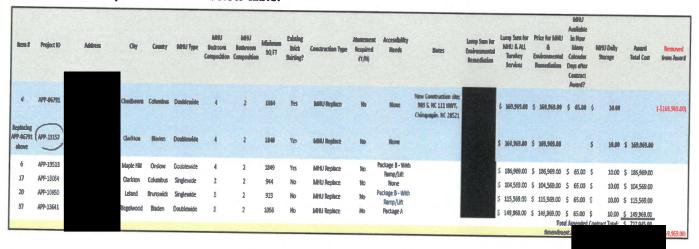
State of North Carolina Department of Public Safety NC Office of Recovery and Resiliency (NCORR)

This document shall amend Contract RFB.Informal.MHU 32 for Manufactured Housing Units ("Agreement") by and between CMH 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 March 19, 2024. 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, Request 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.

This Amendment removes APP-06791

and replaces it with APP-13157

Contract Award replaced with the below table:



PERIOD OF PERFORMANCE:

Each Work Order shall have an initial term of <u>35</u> Calendar Days after Notice to Proceed for MHU Replacement or <u>45</u> Calendar Days after Notice to Proceed for MHU Replacement with Elevation. See MHU Delivery for additional requirements.

All projects awarded under this contract **shall be required** to schedule and pass a preconstruction walkthrough within **25 calendar days** of contract execution. All projects awarded under this contract **shall have** all NTP's issued within **80 calendar days** of contract execution (unless requested earlier by GCs). NCORR reserves the right to issue projects Notice to Proceed at any point as determined in the best interest of the program and its applicants.

AMENDMENT EXECUTION AND RETURN:

To prevent delay in project completion, Vendor must execute/sign and return any amendment within **7 calendar days** after issuance. Failure to do so may result in revocation or termination of the contract, in whole or in part, at the sole discretion of the State.

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

ACCEPTED AND AGREED TO:

CMH Homes, Inq.

Name: Zachary Gibble

Title: General Manager

North Carolina Department of Public Safety

By: Taryn Madden

Name: Taryn Madden

Title: NCORR Procurement & Contract Specialist

Date: May 2, 2024