

NC Department of Public Safety

OFFICE OF RECOVERY AND RESILIENCY

Roy Cooper, Governor

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

May 1, 2024

AMENDMENT NUMBER TWO (2)

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

This document shall amend Contract **RFB.Informal.MHU 18** for **Manufactured Housing Units** ("Agreement") by and between Shepherd Response, 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 22, 2023. 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, including all previous Amendments, 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-09901

and replaces it with APP-12687

Contract Award replaced with the below table:

Item#	Project ID	Address	City	County	МНU Type	MHU Bedroom Composition	MHU Bathroom Composition	Minimum SQ FT	Existing Brick Skirting?	Construction Type	ADA Required (Y/N)	Watermark Height in inches for Elevation	MHU <u>Available</u> in How Many <u>Calendar Days</u> after Contract Award?		e for MHU & rnkey Services	MHU	l <u>Daily</u> rage	Award Total Cost	Removed from Award
2	APP-08090		Whiteville	Columbus	Doublewide	5	4	1,522	No	MHU Replacement	Yes	N/A	45	\$	133,582.41	\$	5.00	133,582.41	
5	APP-07843		Burgaw	Pender	Singlewide	3	2	936	No	MHU Replacement	Yes	N/A	45	\$	119,762.70	\$	5.00	119,762.70	
6	APP-08435		Pollocksville	Jones	Singlewide	3	2	937	No	MHU Replacement	Yes	N/A	45	\$	128,467.18	\$	5.00	128,467.18	
11	APP-07079		Chadbourn	Columbus	Doublewide	3	2	1,535	No	MHU Replacement	No	N/A	45	\$	144,256.54	\$	5.00	144,256.54	
13	APP-06190		Maysville	Jones	Doublewide	5	2	1,913	Yes	MHU Replacement	No	N/A	45	\$	227,700.75	\$	5.00	227,700.75	
17	APP-05363		Clarkton	Bladen	Doublewide	3	2	969	No	MHU Replacement	No	N/A	45	\$	123,547.16	\$	5.00	123,547.16	
19	APP-05265		Vanceboro	Craven	Doublewide	4	2	2,056	Yes	MHU Replacement	Yes	N/A	45	\$	221,148.20	\$	5.00	221,148.20	
21	APP-02874		Burgaw	Pender	Doublewide	3	2	2,027	Yes	MHU Replacement	Yes	N/A	45	\$	216,147.18	\$	5.00		(-\$216,147.18
eplaced																			
P-02874	APP-13194		Fair Bluff	Columbus	Doublewide	3	2	1,431	Yes	MHU Replacement	Yes			\$	216,147.18	\$	5.00	216,147.18	
bove																			
22	APP-01239		Princeville	Edgecombe	Doublewide	3	2	1,222	Yes	MHU Replacement	Yes	N/A	45	\$	164,970.12	\$	5.00	164,970.12	
23	APP-06157		Maysville	Jones	Singlewide	3	2	920	Yes	MHU Replacement	Yes	N/A	45	\$	132,511.04	\$	5.00	132,511.04	
27	APP-04431		Currie	Pender	Singlewide	3	2	816	No	MHU Replacement	No	N/A	45	\$	105,835.25	\$	5.00	105,835.25	
31	APP-08251		Fairmont	Robeson	Singlewide	2	1	696	No	MHU Replacement	Yes	N/A	45	\$	110,185.37	\$	5.00	110,185.37	
35	APP-03844		Pink Hill	Duplin	Doublewide	3	2	1,429	Yes	MHU Replacement	Yes	N/A	45	\$	179,815.97	\$	5.00	179,815.97	
42	APP-08784		Newport	Carteret	Singlewide	3	2	999	Yes	MHU Replacement	No	N/A	45	\$	136,403.63	\$	5.00	136,403.63	
44	APP-05987		Beulaville	Duplin	Doublewide	3	2	1,266	No	MHU Replacement	No	N/A	45	\$	136,518.17	\$	5.00	136,518.17	
45	APP-09901		Sneads Ferry	Onslow	Singlewide	3	2	925	No	MHU Replacement	Yes	N/A	45	\$	125,604.01	\$	5.00		(-\$125,604.01
eplaces																			
P-09901	APP-12687		Whiteville	Columbus	Singlewide	3	2	973	No	MHU Replacement	Yes	N/A		\$	125,604.01	\$	5.00	125,604.01	
bove																			
47	APP-08852		Maple Hill	Pender	Singlewide	3	2	817	No	MHU Replacement	No	N/A	45	\$	105,835.25		5.00		
48	APP-08865		Rocky Point	Pender	Singlewide	2	2	924	No	MHU Replacement	Yes	N/A	45	\$	117,877.23		5.00	,	
49	APP-10571		Burgaw	Pender	Singlewide	3	2	946	No	MHU Replacement	No	N/A	45	\$	106,730.30		5.00		
51	APP-08752		Burgaw	Pender	Singlewide	3	2	1,018	No	MHU Replacement	Yes	N/A	45	\$	119,762.70		5.00		
52	APP-09728		Rocky Point	Pender	Doublewide	3	2	1,201	Yes	MHU Replacement	No	N/A	45	\$	156,430.12		5.00		
53	APP-07715		Rocky Point	Pender	Doublewide	3	2	1,218	Yes	MHU Replacement	No	N/A	45	\$	156,430.12	•	5.00	,	
54	APP-08662		Burgaw	Pender	Doublewide	3	2	1,331	Yes	MHU Replacement	No	N/A	45	\$	156,430.12		5.00	,	
55	APP-09254		Watha	Pender	Doublewide	3	2	1,665	Yes	MHU Replacement	Yes	N/A	45	\$	190,631.05		5.00	,	
56	APP-09202		Maple Hill	Pender	Doublewide	4	3	1,684	No	MHU Replacement	Yes	N/A	45	\$	167,653.44		5.00		
58	APP-04406		Maxton	Robeson	Doublewide	3	2	1,644	No	MHU Replace + Elevation	No	0" Int 15" Ext	45	\$,	\$	5.00	,	
62	APP-07719		St. Pauls	Robeson	Singlewide	3	2	837	No	MHU Replacement	Yes	N/A	45	\$	113,757.75	\$	5.00	113,757.75	
														Total	Amended Contr	act Ar	nount: \$	3,946,437.19	
			Amendment #2; Removes APP-0990								9901 ((-\$125,604.01)						

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 Shepherd Response, LLC and the State of North Carolina Department of Public Safety to the terms of this Amendment.

ACCEPTED AND AGREED TO:

Shepherd Respor	nse.	LL	.C
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By: <u>Kyle Aulet</u>

Name: Kyle Aulet

Title: Chief Executive Officer

Date: 5/1/2024

North Carolina Department of Public Safety

By: <u>Taryn Madden</u>

Name: Taryn Madden

Title: NCORR Procurement & Contract Specialist

Date: May 2, 2024