



NC Department of Public Safety
OFFICE OF RECOVERY AND RESILIENCY

Roy Cooper, Governor

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

August 9, 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 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, including all previous Amendments, Agreements, 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-13157 [REDACTED] and replaces it with APP-12055 [REDACTED] due to Town of Clarkton restrictions.

Contract Award replaced with the below table:

Item #	Project ID	Address	City	County	MHU Type	MHU Bedroom Composition	MHU Bathroom Composition	Minimums SQ. FT.	Exterior Brick Siding?	Construction Type	Abstract Required (Y/N)	Accessibility Needs	Notes	Lump Sum for Environmental Remediation	Lump Sum for MHU & ALL Turnkey Services	Price for MHU & Environmental Remediation	MHU Available to Heavy Calendar Days after Contract Award?	MHU Daily Storage	Award Total Cost	Removed from Award
4	APP-06791	[REDACTED]	Charlboro	Columbus	Doublewide	4	2	1884	Yes	MHU Replace	No	None	New Construction site: 983 S. NC 111 HWY, Chincapah, NC 28521	[REDACTED]	\$ 169,969.00	\$ 169,969.00	\$ 65.00	\$ 10.00		(\$169,969.00)
	Replaces APP-06791 above		Clarkton	Bladen	Doublewide	4	2	1848	Yes	MHU Replace	No	None			\$ 169,969.00	\$ 169,969.00		\$ 10.00		(\$169,969.00)
	Replaces APP-13157 above		Tabor City	Columbus	Doublewide	4	2	1580	Yes	MHU Replace	No	None			\$ 169,969.00	\$ 169,969.00		\$ 10.00	\$ 169,969.00	
6	APP-12535	[REDACTED]	Maple Hill	Onslow	Doublewide	4	2	1865	Yes	MHU Replace	No	Package B - With Ramp/Lift			\$ 186,969.00	\$ 186,969.00	\$ 65.00	\$ 10.00	\$ 186,969.00	
17	APP-13064	[REDACTED]	Clarkton	Columbus	Singlewide	2	2	944	No	MHU Replace	No	None			\$ 104,569.00	\$ 104,569.00	\$ 65.00	\$ 10.00	\$ 104,569.00	
20	APP-10250	[REDACTED]	Leland	Brunswick	Singlewide	3	2	923	No	MHU Replace	No	Package B - With Ramp/Lift			\$ 115,569.00	\$ 115,569.00	\$ 65.00	\$ 10.00	\$ 115,569.00	
37	APP-13641	[REDACTED]	Reglewood	Bladen	Doublewide	3	2	1056	No	MHU Replace	No	Package A			\$ 149,969.00	\$ 149,969.00	\$ 65.00	\$ 10.00	\$ 149,969.00	
Total Amended Contract Total: \$ 777,645.00																				
Amendment R2: Removes APP-13157 [REDACTED]																			(\$169,969.00)	

PERIOD OF PERFORMANCE:

Each Work Order shall have an initial term of **35 Calendar Days** after Notice to Proceed for MHU Replacement or **45 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, Inc.

By: 

Name: Zachary Gibble

Title: General Manager

Date: 8/20/2024

North Carolina Department of Public Safety

By: 

Name: Taryn Madden

Title: NCORR Procurement & Contract Specialist

Date: August 20, 2024