



NC Department of Public Safety
OFFICE OF RECOVERY AND RESILIENCY

Roy Cooper, Governor

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

May 14, 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 **19-IFB-732745162-SME** for **Reconstruction** (“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 July 27, 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, 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.

This Amendment removes APP-0942 [REDACTED] and replaces it with APP-11480 [REDACTED]

Contract Award replaced with the below table:

Project #	APP #	Address	City	County	Floorplan Selection	Elevation Required (Y/N)	Accessibility Needs (Y/N)	SQFT.	Notes	Price Per Square Foot	Lump Sum for Elevation (Cap \$22,000)	Award Total Cost	Removed from Award
2	APP-09427	[REDACTED]	Council	Bladen	Whitney II	N	Y	1155		\$ 171.90	\$ -		(\$198,544.50)
Replaces APP-09427 above	APP-11480	[REDACTED]	Lumberton	Robeson	Whitney II	N	Y	1155		\$ 171.90	\$ -	\$ 198,544.50	
3	APP-05890	[REDACTED]	Elizabethtown	Bladen	Winston	Y	Y	1004		\$ 173.90	\$ 18,000.00	\$ 192,595.60	
4	APP-09478	[REDACTED]	Riegelwood	Bladen	Whitney II	N	N	1155		\$ 170.90	\$ -	\$ 197,389.50	
5	APP-05978	[REDACTED]	Riegelwood	Bladen	Bennett	N	N	1768		\$ 154.50	\$ -	\$ 273,156.00	
6	APP-04281	[REDACTED]	Riegelwood	Bladen	Winslow II	Y	Y	1601		\$ 159.80	\$ 21,500.00	\$ 277,339.80	
8	APP-04731	[REDACTED]	Delco	Columbus	Clara	N	N	1750		\$ 161.90	\$ -	\$ 283,325.00	
9	APP-03070	[REDACTED]	Evergreen	Columbus	Clarke I	N	N	1348		\$ 171.90	\$ -	\$ 231,721.20	
10	APP-04645	[REDACTED]	Tabor City	Columbus	Whitney II	Y	N	1155		\$ 172.90	\$ 15,000.00	\$ 214,699.50	
11	APP-09486	[REDACTED]	Tabor City	Columbus	Winslow II	N	N	1601		\$ 161.50	\$ -	\$ 258,561.50	
12	APP-09837	[REDACTED]	Tabor City	Columbus	Whitney II	N	N	1155		\$ 172.90	\$ -	\$ 199,699.50	
13	APP-08288	[REDACTED]	Tabor City	Columbus	Site-Specific	Y	N	1659		\$ 169.50	\$ 15,000.00	\$ 296,200.50	
14	APP-04372	[REDACTED]	Whiteville	Columbus	Winston	N	Y	1004		\$ 176.00	\$ -	\$ 176,704.00	
15	APP-05567	[REDACTED]	Havelock	Craven	Whitney II	N	Y	1155		\$ 184.00	\$ -	\$ 212,520.00	
19	APP-04049	[REDACTED]	Mount Olive	Duplin	Winslow II	N	Y	1601		\$ 163.90	\$ -	\$ 262,403.90	
20	APP-07553	[REDACTED]	Teachey	Duplin	Haywood II	Y	N	1427		\$ 165.90	\$ 22,000.00	\$ 258,739.30	
21	APP-01245	[REDACTED]	Princeville	Edgecombe	Julia II	N	Y	1525		\$ 165.90	\$ -	\$ 252,997.50	
22	APP-00849	[REDACTED]	Princeville	Edgecombe	Hadley I Ranch	N	N	1234		\$ 172.34	\$ -	\$ 212,667.56	
23	APP-00516	[REDACTED]	Tarboro	Edgecombe	Winslow II	Y	Y	1601		\$ 173.90	\$ 22,000.00	\$ 300,413.90	
26	APP-07184	[REDACTED]	Lillington	Harnett	Hadley I Ranch	N	N	1234		\$ 173.90	\$ -	\$ 214,592.60	
28	APP-02839	[REDACTED]	Old Site: Kenly New Site: Goldsboro	Old Site: Columbus New Site: Wayne	Julia II	N	N	1525		\$ 163.90	\$ -	\$ 249,947.50	
33	APP-08447	[REDACTED]	Currie	Pender	Whitney II	Y	N	1155		\$ 171.90	\$ 19,500.00	\$ 218,044.50	
35	APP-06847	[REDACTED]	Maple Hill	Pender	Clarke I	Y	Y	1348		\$ 166.90	\$ 13,500.00	\$ 238,481.20	
36	APP-05092	[REDACTED]	Rocky Point	Pender	Bennett	N	Y	1768		\$ 156.90	\$ -		(\$277,399.20)
Replaced APP-05092 above	APP-04719	[REDACTED]	Tabor City	Columbus	Bennett	N	Y	1768		\$ 156.90	\$ -	\$ 277,399.20	
38	APP-05270	[REDACTED]	Fairmont	Robeson	Whitney II	Y	N	1155		\$ 172.90	\$ 18,000.00	\$ 217,699.50	
39	APP-05182	[REDACTED]	Lumberton	Robeson	Winslow II	Y	N	1601		\$ 158.90	\$ 15,000.00	\$ 269,398.90	
40	APP-09249	[REDACTED]	Lumberton	Robeson	Whitney II	Y	Y	1155		\$ 173.50	\$ 22,000.00	\$ 222,392.50	
43	APP-06180	[REDACTED]	Maxton	Robeson	Clara	N	N	1750		\$ 158.90	\$ -	\$ 278,075.00	
44	APP-08496	[REDACTED]	Red Springs	Robeson	Whitney I	N	N	1216	All Asbestos Demo	\$ 163.90	\$ -	\$ 199,302.40	
45	APP-01346	[REDACTED]	Rowland	Robeson	Clarke I	N	N	1348		\$ 163.90	\$ -	\$ 220,937.20	
46	APP-09008	[REDACTED]	Rowland	Robeson	Clarke I	N	N	1348		\$ 163.90	\$ -	\$ 220,937.20	
47	APP-01421	[REDACTED]	Rowland	Robeson	Whitney I	Y	Y	1216		\$ 163.90	\$ 1,200.00	\$ 200,502.40	
48	APP-04656	[REDACTED]	Rowland	Robeson	Whitney I	Y	N	1216		\$ 163.90	\$ 17,000.00	\$ 216,302.40	
49	APP-03579	[REDACTED]	Saint Pauls	Robeson	Site-Specific	Y	Y	1040		\$ 176.00	\$ 20,000.00	\$ 203,040.00	
50	APP-06610	[REDACTED]	Saint Pauls	Robeson	Whitney I	N	N	1216		\$ 163.90	\$ -	\$ 199,302.40	
51	APP-05908	[REDACTED]	Saint Pauls	Robeson	Whitney I	N	Y	1216		\$ 163.90	\$ -	\$ 199,302.40	
Total Amended Contract Amount											\$ 8,145,336.06		
Amendment #2: Removes APP-09427													(\$198,544.50)

PERIOD OF PERFORMANCE:

Each Work Order shall have an initial term of **108 Calendar Days** after Notice to Proceed for **Reconstruction** or **135 Calendar Days** after Notice to Proceed for **Reconstruction with Elevation**.

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 **60 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 the State of North Carolina Department of Public Safety to the terms of this Amendment.

ACCEPTED AND AGREED TO:

Shepherd Response, LLC

By: *Kyle Aulet*

Name: Kyle Aulet

Title: Chief Executive Officer

Date: 5/14/2024

North Carolina Department of Public Safety

By: *Taryn Madden*

Name: Taryn Madden

Title: NCORR Procurement & Contract Specialist

Date: May 14, 2024