# STATE OF NORTH CAROLINA Division of Community Revitalization (DCR)

# **Amended Best and Final Offer**

Refer <u>ALL</u> Inquiries regarding this to:

angela.dunaway@commerce.nc.gov

RFP # Doc1539254856\_Builder

Amended Best and Final Offer Issue Date: July 23, 2025

BAFOs will be received until: July 28, 2025, at 10:00 am EST

Using Agency: North Carolina Department of Commerce, Division of Community Revitalization

### **NOTICE TO VENDOR**

(919) 526-8340

Vendor may choose to accept the State's selected house plan sets and pricing shown herein and sign the Amended Best and Final Offer (BAFO), which will finalize the contract. If a Vendor does not accept the house plan sets and pricing and sign the BAFO, Vendor will not be contracted for the services identified in Request for Proposal #Doc1539254856. The BAFO is being amended to correct the pricing for Garage per square foot in the Reconstruction Site Specific table attached. Please disregard the original BAFO and execute this Amended BAFO instead.

Submit the executed BAFO (this form) to <a href="mailto:angela.dunaway@commerce.nc.gov">angela.dunaway@commerce.nc.gov</a> by the due date and time indicated above. Offers are subject to rejection unless submitted as described herein.

### **EXECUTION**

In compliance with this Amended Best and Final Offer, and subject to all the terms and conditions herein, those in the original Request for Proposal (unless superseded herein) and in Vendor's offer thereto, the undersigned offers and agrees to furnish and deliver any or all goods/services which are offered, at the prices agreed upon in the BAFO and within the time specified. Pursuant to GS §143-54 and §143-59.2 and under penalty of perjury, the undersigned Vendor certifies that this offer has not been arrived at collusively or otherwise in violation of Federal or North Carolina law and this offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud.

## Failure to sign this Amended BAFO will render offer invalid and it SHALL BE REJECTED.

COMPLETE/FORMAL NAME OF VENDOR:					
Nexlegacy LLC					
STREET ADDRESS:		P.O. BOX:	ZIP:		
201 Taylor St. #F			78634		
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO:		
Hutto, TX		512-426-9688			
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOV	E :				
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:				
Kendrick Whittington - Owner					
VE	DATE: 7/23/25	kendrick@nexlega	cyconstruction.com		

# **Best and Final Offer**

The State has determined the house plan sets to be used and the pricing provided to be paid to all Vendors for the services defined in Request for Proposal #Doc1539254856, which are included as attachments to this Amended BAFO. Vendors may choose to accept the plan sets and pricing and sign this Best and Final Offer, which will finalize the contract. If a Vendor does not accept this BAFO, it will not be contracted for the services identified in this RFP.

### **IMPORTANT NOTE:**

It is the Vendor's sole responsibility to ensure its BAFO has been received at angela.dunaway@commerce.nc.gov by the specified time and date. Upon receipt of the signed BAFO from the vendor, a confirmation email will be sent. If the Vendor does not receive a confirmation email within a reasonable time after BAFO submission, within normal business hours, it is the sole responsibility of the Vendor to send a follow up email to confirm receipt PRIOR to the due time and date. Vendors are cautioned not to wait until the time immediately preceding the due time and date to submit the BAFO. The State will countersign the BAFO and at that time a contract will be created. The State will send a fully executed contract (including the offer and the BAFO) to each vendor upon full execution.

## CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION:

The RFP is still in the evaluation period. During this period and prior to award, possession of the BAFO, original RFP response and accompanying information is limited to personnel of the Division of Community Revitalization responsible for participating in the evaluation. Responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. See RFP Section 3.2.

## **ACCEPTANCE OF OFFER**

If the State accepts any or all parts of this offer, an authorized representative of the Department of Commerce shall affix his/her signature to the Vendor's response to this Amended BAFO. The acceptance shall include the response to this Amended BAFO, any provisions and requirements of the original RFP which have not been superseded by this BAFO and all Terms and Conditions. These documents shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful vendor(s).

Offer accented and contract awarded this 30th day of July 2025, as indicated on attached certification,	FOR STATE USE ONLY	
	Offer accented and contract awarded to	his 30th day of July 2025, as indicated on attached certification,
by (Authorized representative of the Department of Commerce).	by	(Authorized representative of the Department of Commerce).

# **PRICING**

### **Rehabilitation Cost**

Combined overhead and profit rate to be provided on top of approved Xactimate cost estimates.

27.76%

# **MHU Price**

## Scope of Work:

The prices are inclusive of the following items: All permits/fees; taxes/sales tax; disconnection of all utilities; Demolition and disposal of the existing storm damaged MHU in an approved facility; Sitework and grading required to install the new MHU; Purchase of the new MHU; Hauling of the new MHU to the applicant address; Installation of the new MHU to be applicant address in accordance with program and code requirements; stairs; Skirting; Connection of all appliances and HVAC system; GC testing of all mechanical, electrical, and plumbing systems; All required code inspections; Placement of a minimum of 4 pallets of sod or minimum required to pass code inspections, whichever is greater; Fill dirt included as required to ensure proper drainage; Completion of all required program inspections; Title work (title to new MHU to be issued in applicant name prior to program final inspection); Certificate of Occupancy prior to key turn over; Warranty requirements as required in GC contract. All MHUs required to be HUD compliant for the applicable thermal and wind zones and furnished with all appliances including central HVAC (mini-splits not allowed), refrigerator, stove (over, subsequence to the HUD compliant for the applicable thermal and wind zones and furnished with all appliances including central HVAC (mini-splits not allowed), refrigerator, stove (over, subsequence to the HUD compliant for the applicable thermal and wind zones and furnished with all appliances including central HVAC (mini-splits not allowed), refrigerator, stove (over, subsequence to the HUD compliant for the applicable thermal and wind zones and furnished with all appliances including central HVAC (mini-splits not allowed), refrigerator, stove (over, subsequence to the HUD compliant for the applicable thermal and wind zones and furnished with all appliances including central HVAC (mini-splits not allowed).

be not compliant for the applicable thermal and wind zones and furnished with an appliances including central rivac (mini-spits not anowed), reingerator, stove/oven, dishwasher, water heater.							
	Price	Price	Price	Price	Price	Price	
	Singlewide MHU	Singlewide MHU	Singlewide MHU Singlewide MHU		Doublewide MHU	Doublewide MHU	
	2 Bedroom / 2 Bathroom	3 Bedroom / 2 Bathroom	4 Bedroom / 2 Bathroom	2 Bedroom / 2 Bathroom	3 Bedroom / 2 Bathroom	4 Bedroom / 2 Bathroom	
Price Per Square Foot	\$ 152.74	\$ 141.59	\$ 141.33	\$ 148.30	\$ 138.79	\$ 130.18	
Price per Square Foot Wheelchair Friendly Unit	\$ 164.60	\$ 150.12	\$ 149.76	\$ 155.90	\$ 144.97	\$ 135.48	

# Reconstruction Base Plan Costs; 2 Bedroom / 2 Bathroom

	2 Bedroom / 2 Bathroom
Site Work	\$ 11,294.44
Foundation - Slab on Grade	\$ 24,575.02
Plumbing	\$ 20,251.91
Electrical	\$ 16,736.99
Framing	\$ 43,764.92
Doors & Windows	\$ 12,046.30
Insulation	\$ 7,124.78
Exterior Surface	\$ 15,345.43
Interior Surface	\$ 11,870.78
Mechanical	\$ 17,975.12
Finish Carpentry	\$ 8,158.73
Cabinets	\$ 10,644.86
Appliances	\$ 6,446.18
Flooring	\$ 9,200.19
Paint	\$ 9,453.32
Roofing	\$ 11,318.63
Finish Details	\$ 7,264.68
Miscellaneous	\$ 10,676.57
Total Price	\$ 254,148.85
Design Square Footage (Conditioned Space) on Selected House Plans	1184
Price Per Square Foot (Conditioned Space)	\$ 214.65
Price Per Square Foot Slab Foundation	\$ 214.65
Price Per Square Foot Pier and Beam Foundation	\$ 228.36
Price Per Square Foot Stem Wall Foundation	\$ 226.99
Price Per Square Foot Timber Pile Foundation up to 4' above grade	\$ 234.54
Price Per Square Foot Timber Pile Foundation from 4.1' to 8' above grade	\$ 244.87

# Reconstruction Base Plan Costs; 3 Bedroom / 2 Bathroom

	3 Bedroom / 2 Bathroom
Site Work	\$ 14,302.39
Foundation - Slab on Grade	\$ 29,626.24
Plumbing	\$ 22,249.78
Electrical	\$ 19,036.13
Framing	\$ 51,466.79
Doors & Windows	\$ 14,133.71
Insulation	\$ 8,546.72
Exterior Surface	\$ 18,789.45
Interior Surface	\$ 14,268.18
Mechanical	\$ 19,724.03
Finish Carpentry	\$ 9,866.08
Cabinets	\$ 12,541.91
Appliances	\$ 6,949.16
Flooring	\$ 11,316.75
Paint	\$ 11,353.58
Roofing	\$ 13,094.69
Finish Details	\$ 8,984.19
Miscellaneous	\$ 12,846.16
Total Price	\$ 299,095.94
Design Square Footage (Conditioned Space) on Selected House Plans	1450
Price Per Square Foot (Conditioned Space)	\$ 206.27
Price Per Square Foot Slab Foundation	\$ 206.27
Price Per Square Foot Pier and Beam Foundation	\$ 218.76
Price Per Square Foot Stem Wall Foundation	\$ 217.01
Price Per Square Foot Timber Pile Foundation up to 4' above grade	\$ 222.72
Price Per Square Foot Timber Pile Foundation from 4.1' to 8' above grade	\$ 232.30

# Reconstruction Base Plan Costs; 4 Bedroom / 2 Bathroom

state, or local action levels.	4 Bedroom / 2 Bathroom	
Site Work	\$ 16,010.69	
Foundation - Slab on Grade	\$ 32,696.92	
Plumbing	\$ 23,435.96	
Electrical	\$ 21,006.80	
Framing	\$ 56,417.16	
Doors & Windows	\$ 15,409.87	
Insulation	\$ 9,622.79	
Exterior Surface	\$ 20,861.24	
Interior Surface	\$ 16,128.12	
Mechanical	\$ 21,114.59	
Finish Carpentry	\$ 11,029.63	
Cabinets	\$ 13,403.06	
Appliances	\$ 7,320.15	
Flooring	\$ 12,671.02	
Paint	\$ 12,548.74	
Roofing	\$ 14,480.24	
Finish Details	\$ 9,828.19	
Miscellaneous	\$ 13,826.97	
Total Price	\$ 327,812.14	
Design Square Footage (Conditioned Space) on Selected House Plans	1645	
Price Per Square Foot (Conditioned Space)	\$ 199.28	
Price Per Square Foot Slab Foundation	\$ 199.28	
Price Per Square Foot Pier and Beam Foundation	\$ 210.62	
Price Per Square Foot Stem Wall Foundation	\$ 210.00	
Price Per Square Foot Timber Pile Foundation up to 4' above grade	\$ 225.75	
Price Per Square Foot Timber Pile Foundation from 4.1' to 8' above grade	\$ 223.45	

# **Reconstruction Site-Specific Unit Cost Pricing**

Demolition:	Price
Addition to MHU (100 - 500 SF)	\$ 6,833.93
Addition to MHU (> 500 SF)	\$ 7,902.74
House Demolition (up to 1000 SF under roof)	\$ 10,650.47
House Demolition (1000 - 1500 SF under roof)	\$ 14,966.79
House Demolition (1500 - 2000 SF under roof)	\$ 18,731.50
House Demolition (2000 - 2500 SF under roof)	\$ 21,618.36
House Demolition (2500 - 3000 SF under roof)	\$ 25,662.76
House Demolition (> 3000 SF under roof)	\$ 31,660.47
Shed or Carport (10-200 SF)	\$ 1,341.21
Shed or Carport (201 - 400 SF)	\$ 2,569.33
Shed or Carport (401 - 600 SF)	\$ 3,589.72
Shed or Carport (601 - 800 SF)	\$ 4,592.18
Shed or Carport (801 - 1000 SF)	\$ 5,761.41
Concrete Flatwork (10-200 SF)	\$ 1,383.95
Concrete Flatwork (201 - 400 SF)	\$ 2,522.80
Concrete Flatwork (401 - 600 SF)	\$ 3,736.59
Concrete Flatwork (601 - 800 SF)	\$ 4,720.37
Concrete Flatwork (801 - 1000 SF)	\$ 5,925.87
Concrete Flatwork (1001 - 1500 SF)	\$ 8,841.97
Concrete Flatwork (1501 - 2000 SF)	\$ 11,082.09
Concrete Flatwork (2001 - 2500 SF)	\$ 13,907.34
Wooden Deck (10-200 SF)	\$ 1,250.53
Wooden Deck (201 - 400 SF)	\$ 2,401.44
Wooden Deck (401 - 600 SF)	\$ 3,469.77
Wooden Deck (601 - 800 SF)	\$ 4,644.09
Wooden Deck (801 - 1000 SF)	\$ 5,663.49
Wooden Deck (1001 - 1500 SF)	\$ 7,687.84
Wooden Deck (1501 - 2000 SF)	\$ 10,111.84
Wooden Deck (2001 - 2500 SF)	\$ 11,559.73

Accessibility Accommodations	
RA-1 Tub/Shower with Blocking & Grab Bar	\$ 1,644.76
RA-2 Tub/Shower with Blocking, Grab Bars, Fold-up Seat, Shower Wand	\$ 3,101.88
RA-3 Roll In Shower with Grab Bars, Fold-up Seat, Shower Wand	\$ 3,983.21
Wooden Ramp (0-4' above grade) including no step entrance	\$ 8,685.53
Wooden Ramp (4' - 8' above grade) including no step entrance	\$ 14,773.49
Exterior Platform Lift (4' - 8' above grade) - inclusive of pad, framing, electrical*	\$ 20,494.56
Exterior Platform Lift (8' - 12' above grade) - inclusive of pad, framing, electrical*	\$ 26,134.27
Accessible Kitchen (appliances with knobs in front, roll under sink)	\$ 2,779.19
Hearing Impaired (strobe smoke detectors)	\$ 624.15
Utilities	
Complete Septic System Replacement	\$ 17,755.44
Septic Drain Field Replacment	\$ 9,881.37
Decommission Septic System	\$ 3,620.42
Water Well Pump Replacement	\$ 4,433.08
Water Well Replacement (up to 100 feet below ground surface)**	\$ 12,071.66
Water Well Replacement (101 - 150 feet below ground surface)**	\$ 13,170.40
Water Well Replacement (151 - 200 feet below ground surface)**	\$ 14,412.29
Water Well Replacement (201 - 250 feet below ground surface)**	\$ 15,208.93
Water Well Replacement (251 - 300 feet below ground surface)**	\$ 17,366.23
Water Well Replacement (301 - 350 feet below ground surface)**	\$ 18,665.97
Water Well Replacement (351 - 400 feet below ground surface)**	\$ 20,182.93
Water Well Replacement (401 - 450 feet below ground surface)**	\$ 22,583.54
Water Well Replacement (451 - 500 feet below ground surface)**	\$ 24,604.44
Decommission Water Well	\$ 2,381.45
Flatwork	
Flatwork Installed (50-100 SF)	\$ 1,352.84
Flatwork Installed (101 - 200 SF)	\$ 2,441.99
Flatwork Installed (201 - 300 SF)	\$ 3,587.18
Flatwork Installed (301 - 400 SF)	\$ 4,675.15
Flatwork Installed (401 - 500 SF)	\$ 5,822.76
Flatwork Installed (501 - 600 SF)	\$ 6,958.71
Flatwork Installed (601 - 700 SF)	\$ 8,090.77
Flatwork Installed (701 - 800 SF)	\$ 9,173.97
Flatwork Installed (801 - 900 SF)	\$ 10,552.94
Flatwork Installed (901 - 1000 SF)	\$ 11,627.28
Flatwork Installed (1001 - 1500 SF)	\$ 15,753.34
Flatwork Installed (1501 - 2000 SF)	\$ 20,634.68

Other Site-Specific Costs	
Site Survey (set backs and structure location)	\$ 2,067.05
Elevation Survey (confirm base flood elevation and final elevation)	\$ 1,424.48
Garage (per SF)	\$ 101.06
Sod (per pallet installed)	\$ 654.53
Tree Trimming (per tree)	\$ 695.65
Stump Grinding (per stump)	\$ 702.68
Stump Removal	\$ 1,220.09
New Water Tap	\$ 3,302.19
New Sewer Tap	\$ 3,743.31
Underground electric (per linear foot)	\$ 65.24
Stairs for elevated home (3.1' - 6' above grade)	\$ 2,300.38
Stairs for elevated home (6.1' - 9' above grade)	\$ 3,470.05
Stairs for elevated home (9.1' - 12' above grade)	\$ 4,792.18
Tree removal (2" - 10" diameter)	\$ 806.50
Tree removal (11" - 15" diameter)	\$ 1,360.38
Tree removal (16" - 20" diameter)	\$ 1,832.06
Tree removal (21" - 25" diameter)	\$ 2,484.60
Tree removal (26" - 30" diameter)	\$ 3,065.34
Tree removal (31" - 36" diameter)	\$ 3,866.61
Concrete Culvert (12")	\$ 1,703.15
Concrete Culvert (15")	\$ 1,900.65
Concrete Culvert (16")	\$ 2,085.62
Concrete Culvert (18")	\$ 2,239.60
Concrete Culvert (20")	\$ 2,602.33
Concrete Culvert (24")	\$ 3,037.21
Fill Dirt (5 -15 CY)	\$ 658.90
Fill Dirt (16 - 25 CY)	\$ 1,104.24
Fill Dirt (26 - 35 CY)	\$ 1,442.22
Fill Dirt (36 - 45 CY)	\$ 1,857.20
Fill Dirt (46 - 60 CY)	\$ 2,419.18
Fill Dirt (61 - 80 CY)	\$ 2,977.30
Caliche or Crushed Concrete (5 -15 CY)	\$ 1,104.75
Caliche or Crushed Concrete (16 - 25 CY)	\$ 1,703.44
Caliche or Crushed Concrete (26 - 35 CY)	\$ 2,309.56
Caliche or Crushed Concrete (36 - 45 CY)	\$ 2,902.60

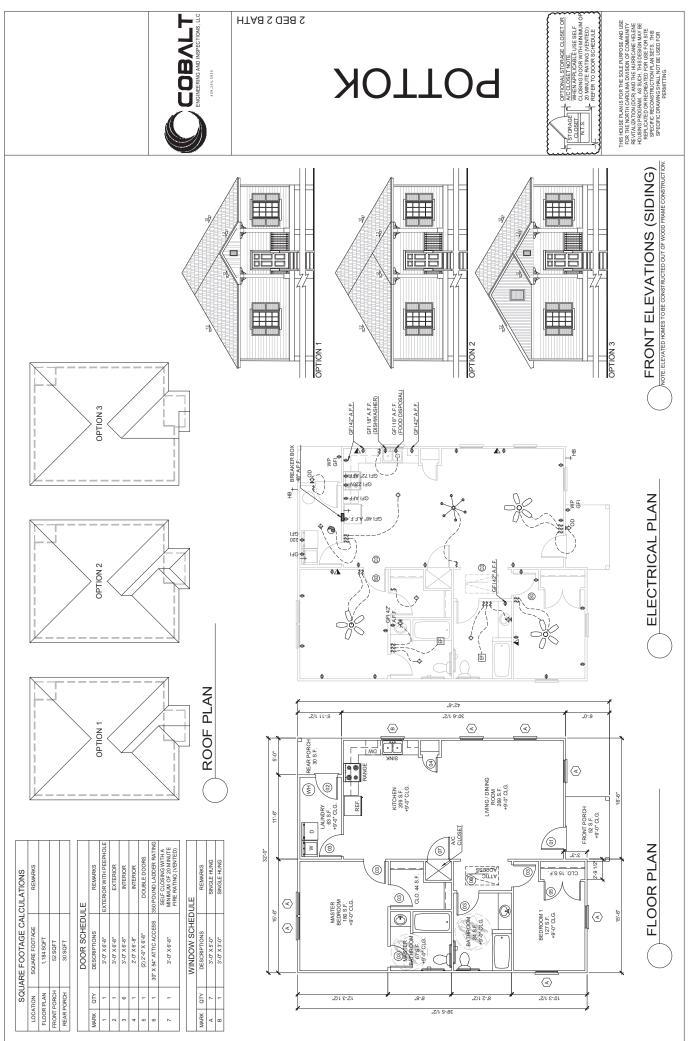
<sup>\*</sup> Exterior platform lift price includes purchase of a 1 year maintenance package after installation of the lift.

<sup>\*\*</sup> Water well replacement to include min 1 HP pump and steel casing.

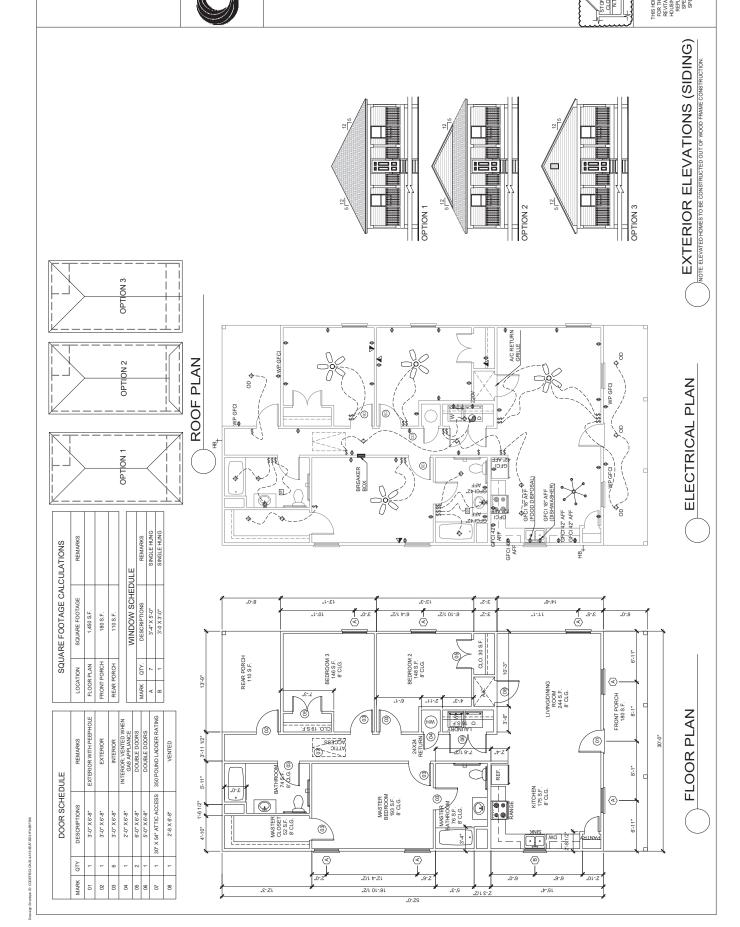
Demolition - Only Site-Specific Unit Cost Pricing			
Demolition		Price	
House Demolition (up to 1000 SF under roof)	\$	11,098.13	
House Demolition (1000 - 1500 SF under roof)	\$	15,521.23	
House Demolition (1500 - 2000 SF under roof)	\$	19,356.99	
House Demolition (2000 - 2500 SF under roof)	\$	22,288.23	
House Demolition (2500 - 3000 SF under roof)	\$	26,494.61	
House Demolition (> 3000 SF under roof)	\$	32,402.10	
Shed or Carport (10-200 SF)	\$	1,365.76	
Shed or Carport (201 - 400 SF)	\$	2,611.36	
Shed or Carport (401 - 600 SF)	\$	3,654.24	
Shed or Carport (601 - 800 SF)	\$	4,663.11	
Shed or Carport (801 - 1000 SF)	\$	5,872.95	
Concrete Flatwork (10-200 SF)	\$	1,393.34	
Concrete Flatwork (201 - 400 SF)	\$	2,517.89	
Concrete Flatwork (401 - 600 SF)	\$	3,724.21	
Concrete Flatwork (601 - 800 SF)	\$	4,695.10	
Concrete Flatwork (801 - 1000 SF)	\$	5,877.99	
Concrete Flatwork (1001 - 1500 SF)	\$	8,820.10	
Concrete Flatwork (1501 - 2000 SF)	\$	11,066.78	
Concrete Flatwork (2001 - 2500 SF)	\$	13,920.40	
Wooden Deck (10-200 SF)	\$	1,274.59	
Wooden Deck (201 - 400 SF)	\$	2,423.20	
Wooden Deck (401 - 600 SF)	\$	3,519.21	
Wooden Deck (601 - 800 SF)	\$	4,699.65	
Wooden Deck (801 - 1000 SF)	\$	5,733.88	
Wooden Deck (1001 - 1500 SF)	\$	7,763.46	
Wooden Deck (1501 - 2000 SF)	\$	10,102.15	
Wooden Deck (2001 - 2500 SF)	\$	12,096.73	
Utilities			
Decommission Septic System	\$	3,561.58	
Decommission Water Well	\$	2,643.82	

Other Site-Specific Costs	
Sod (per pallet installed)	\$ 654.76
Tree Trimming (per tree)	\$ 704.03
Stump Grinding (per stump)	\$ 715.21
Stump Removal	\$ 1,237.84
Tree Removal (2" - 10" diameter)	\$ 828.37
Tree Removal (11" - 15" diameter)	\$ 1,381.02
Tree Removal (16" - 20" diameter)	\$ 1,895.20
Tree Removal (21" - 25" diameter)	\$ 2,539.86
Tree Removal (26" - 30" diameter)	\$ 3,132.03
Tree Removal (31" - 36" diameter)	\$ 3,812.32
Fill Dirt (5 -15 CY)	\$ 665.44
Fill Dirt (16 - 25 CY)	\$ 1,114.62
Fill Dirt (26 - 35 CY)	\$ 1,453.76
Fill Dirt (36 - 45 CY)	\$ 1,874.04
Fill Dirt (46 - 60 CY)	\$ 2,443.31
Fill Dirt (61 - 80 CY)	\$ 2,997.93

# **House Plan Sets**



wbpe ID: CDDEFBE2-DA33-4A19-8E87-8D3 FA



COBALT ENGINEERING AND INSPECTIONS, LLC

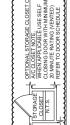
3 BED 2 BATH

**ABMUS** 





OPTION 2



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(a)

LIMING/DINING ROOM 247 S.F. 8° CLG.

KITCHEN 141 S.F. 8 CLG.

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(3)

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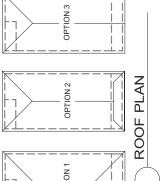
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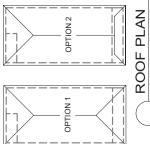
FRONT PORCH 180 S.F.

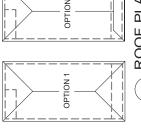
OPTION 3

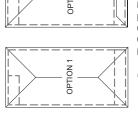
COBALT ENGINEERING AND INSPECTIONS, LLC

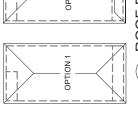
OPTION 1

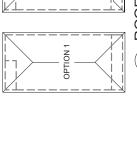


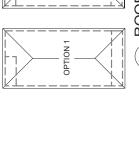


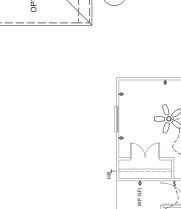


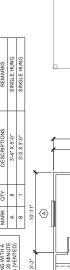


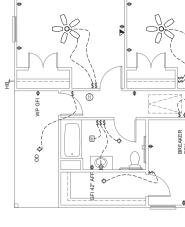






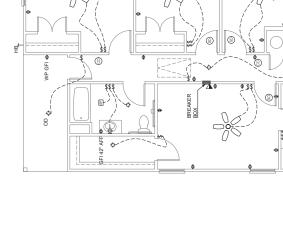


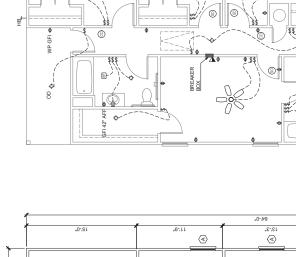




BEDROOM 3 176 S.F. 8' CLG.

REAR PORCH 96 S.F.

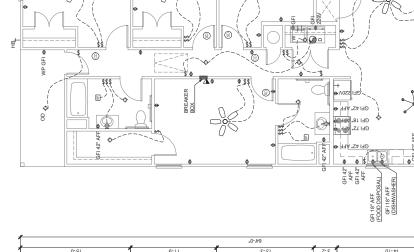


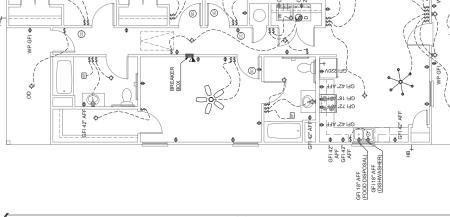


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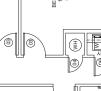
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(8)

ANSTER ATHROOM TO S.F. B' CLG. ⋖



**EXTERIOR ELEVATIONS (SIDING)** 

**ELECTRICAL PLAN** 

**FLOOR PLAN** 























3.0" X 6'-8"

5:-2"

INTERIOR
INTERIOR
BIFOLD
BIFOLD
360 POUNDI LADDER
RATING
SELF CLOSING WITH A
MINIMUM OF 22 MINUTE
FIRE RATING (VENTED)

DOOR SCHEDULE

SQUARE FOOTAGE CALCULATIONS

SQUARE FOOTAGE 1,645 S.F. 180 S.F. 96 S.F.

FLOOR PLAN FRONT PORCH LOCATION





# **Community Development Block Grant – Disaster Recovery**

Residential Reconstruction, Rehabilitation, and MHU Replacement Services
In Support of the

North Carolina Deparement of Commerce (COM) Hurricane Helene Housing Repair and Replacement Program

# **Technical Proposal**

# **SUBMITTED BY:**

**Nexlegacy Construction LLC** 

201 Taylor St., Suite E Hutto, TX 78634

Point of Contact: Kendrick Whittington, CEO

Phone: 512-426-9688

Email: kendrick@nexlegacyconstruction.com

CAGE: 7EYR1 LICENSE: 61764

UEI: KAKMTG6YKVY1

This proposal includes data that must not be disclosed outside the Government and must not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the Government must have the right to duplicate, use, or disclose data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. This restriction applies to all pages of this proposal.

# STATE OF NORTH CAROLINA Division of Community Revitalization (DCR) Refer ALL Inquiries regarding this RFP to: angela.dunaway@commerce.nc.gov Request for Proposal # Doc1539254856 Proposals will be publicly opened: May 8, 2025, at 2:00 pm ET Using Agency: North Carolina Department of Community Revitalization Commodity No. and Description: 721110 – Single Family Dwelling Construction Services

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are offered, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that False certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:

 it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifies that it has read and agreed to the INSTRUCTIONS TO VENDORS and the NORTH CAROLINA GENERAL TERMS AND CONDITIONS. This procurement complies with the State's own procurement laws, rules and procedures per 2 CFR § 200.317.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:					
Nexlegacy LLC					
STREET ADDRESS:		P.O. BOX:	ZIP:		
201 Taylor St.			78634		
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO:		
Hutto, TX 512-426-9688			,		
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE :					
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	FAX NUMBER:			
Kendrick Whittington / President					
VENDOR'S AUTHORIZED SIGNATIVE.	DATE:	EMAIL:			
	5/6/25	kendrick@nexlega	cyconstruction.com		



Josh Stein
GOVERNOR

Lee Lilley
SECRETARY

Stephanie McGarrah
DEPUTY SECRETARY

# **BID ADDENDUM**

May 1, 2025

# FAILURE TO RETURN THIS ADDENDUM MAY SUBJECT YOUR BID TO REJECTION

Solicitation Number	Doc1539254856	
Solicitation Description	Residential Demolition, Reconstruction, Rehabilitation, and Manufactured	
	Housing Unit Replacement for Hurricane Helene impacted Counties	
Addendum Number	1	

# **CHANGE TO SOLICITATION:**

**1. ATTACHMENT H: EXPERIENCE, QUALIFICATIONS, REFERENCES** the reference to "points" has been removed. Amended to read:

Complete one form for each of up to three (3) examples of **CDBG-DR housing engagements** delivered by the proposing General Contractor (prime contractor). Subcontractor qualifications will not be considered. Client Points of Contact must have an adequate understanding of the services delivered. Reference points will not be awarded if the client cannot be contacted with the contact information provided. If the program example provided is not for CDBG-DR single family housing, then the program example will be considered non-responsive. The proposing entity must submit at least one minimally qualified program example for award consideration. Each program example can earn up to 15 points for a total maximum score of 45 points.

### 2. 2.8 PROPOSAL CONTENTS amended to read:

Vendor response to Section 7: REQUIRED VENDOR INFORMATION should not exceed twenty (20) pages. This does <u>not</u> include cover page (title page), cover letter, table of contents, all pages of the RFP, **résumés**, **Annual Report**, **Litigation History**, certificate of insurance, compensation experience modification rate (EMR), copy of safety manual, copy of quality control manual, litigation history, and the completed attachments to this RFP.

consideration by the program for use in the reconstruction phase of the program."	
Do you know an approximately	
timeline that will be placed for builders	
to return pricing and house plans if	
selected to reach the BAFO phase?	

# **Execute Addendum:**

VENDOR: Nexlegacy LLC	
AUTHORIZED SIGNATUR	
/ NAME and TITLE (Print or Typed):	Kendrick Whittington/President
DATE: 5/6/25	



# **Cover Letter**

# Nexlegacy, LLC

201 Taylor St. #F

Hutto, TX 78634

Phone: (512) 426-9688

Email: kendrick@nexlegacyconstruction.com

DUNS: 052392976 | CAGE Code: 7EYR1

NC License: To be activated upon award

April 23, 2025

### To:

Angie Dunaway

Procurement Director

Division of Community Investment

North Carolina Department of Commerce

301 N. Wilmington Street Raleigh, NC

27601

angela.dunaway@commerce.nc.go

V

# Subject: Proposal Submission – RFP #Doc1539254856

Residential Demolition, Rehabilitation, Reconstruction, and MHU Replacement -

Hurricane Helene Recovery



Dear Ms. Dunaway,

Nexlegacy, LLC is pleased to submit our proposal in response to RFP #Doc1539254856, issued by the North Carolina Department of Commerce, for residential housing services supporting Hurricane Helene recovery. We bring over two decades of experience in federally funded disaster recovery and residential rehabilitation—fueled by a mission to restore communities with integrity, speed, and care.

As a certified Minority Business Enterprise (MBE), SBA 8(a), and HUB contractor, Nexlegacy has successfully executed over \$100 million in HUD CDBG-DR programs across North Carolina, Texas, Louisiana, South Carolina, and Puerto Rico. In North Carolina specifically, our team completed 157 units in Pender County through the STEP Program in under two months, demonstrating our ability to rapidly deploy field teams, manage logistics in rural regions, and maintain compliance throughout highvolume recovery efforts.

Our capabilities include full-scope demolition, rehabilitation, and reconstruction of single-family stick-built and modular homes, as well as manufactured housing unit (MHU) repair and replacement. From permitting to final inspection, we manage the complete recovery cycle while prioritizing ADA compliance, environmental safety, and long-term housing resilience.

We understand the magnitude and urgency of this recovery effort. Nexlegacy is fully prepared to mobilize within 30 days of award, supported by a local subcontractor network, regional staffing hubs, and proven QA/QC systems. We are confident in our ability to help the Department achieve its mission of safe, timely, and equitable housing restoration.



Thank you for the opportunity to be part of this essential work. We look forward to the possibility of partnering with the State of North Carolina to restore and strengthen the communities most impacted by Hurricane Helene.

Sincerely,

Kendrick Whittington Owner,

Nexlegacy, LLC

kendrick@nexlegacyconstruction.co

m

(512) 426-9688

# 7. 1 - Executive Summary

Nexlegacy, LLC is a nationally recognized, certified Minority Business Enterprise (MBE), SBA 8(a), and HUB contractor with over 20 years of experience in disaster recovery, housing rehabilitation, and federally funded construction services. We are proud to offer our qualifications in response to RFP #Doc1539254856 for residential demolition, rehabilitation, reconstruction, and manufactured housing unit (MHU) replacement in communities impacted by Hurricane Helene.

Nexlegacy has successfully executed over \$100 million in HUD CDBG-DR and FEMAfunded housing programs across multiple states, including North Carolina, Texas, Louisiana, South Carolina, Florida, and Puerto Rico. Our team understands the complexities of post-disaster recovery and the urgency of providing safe,



codecompliant, and resilient housing to affected residents. We are well-versed in the full scope of federal compliance, including Davis-Bacon Act, Section 3, lead-safe practices, accessibility standards, and cost reasonableness protocols.

In North Carolina, Nexlegacy's prior performance includes the successful delivery of 157 emergency housing repairs through the Shelter and Temporary Essential Power (STEP) Program in Pender County. These homes were repaired in under 60 days, demonstrating our speed, coordination, and familiarity with NC-specific permitting and environmental requirements.

We are proposing services for both:

Project Type 1: MHU Repair, Replacement, and Relocation

Project Type 2: Residential Rehabilitation and Reconstruction

Our internal team includes licensed general contractors, certified inspectors, project managers, QA/QC professionals, and OSHA-trained safety officers, all supported by a network of pre-vetted, local subcontractors across North Carolina. Our administrative and field staff are proficient in HUD grant management requirements and have been tested in high-pressure, post-disaster environments across multiple state programs.

Nexlegacy brings the operational scale of a national contractor with the local responsiveness of a community-focused builder. We offer:

Rapid mobilization and geographic flexibility with regionally deployed construction teams

Resilient, ADA-modifiable housing designs suitable for varied terrain and family needs



- Transparent cost and schedule controls, backed by cloud-based tracking tools and field inspection platforms

partnerships and Section 3 hiring initiatives

Our past performance demonstrates that we not only meet the technical and regulatory demands of federally funded housing programs—we exceed them. With Nexlegacy, the North Carolina Department of Commerce gains a partner committed to rebuilding with purpose, restoring lives with dignity, and strengthening housing infrastructure for the future.

# 7. 2 - Company Overview

Nexlegacy, LLC is a trusted, full-service construction and disaster recovery firm with over 20 years of experience in residential rehabilitation, reconstruction, infrastructure restoration, and emergency housing solutions. Headquartered in Hutto, Texas, and actively operating across the Southeast U.S., Nexlegacy delivers high-quality, compliant, and cost-effective construction services for local, state, and federal agencies.

As a certified Minority Business Enterprise (MBE), SBA 8(a) participant, and Texas HUB-Certified contractor, Nexlegacy is uniquely positioned to meet the socioeconomic participation goals of federally funded programs. Our team combines technical expertise with deep regulatory knowledge, having worked extensively under HUD

NEXLEGACY

CDBG-DR, FEMA, GLO, and municipal recovery initiatives. We specialize in managing

complex, multi-site housing programs while maintaining rigorous quality assurance,

fiscal integrity, and community-centered outcomes.

Nexlegacy's organizational structure allows us to scale quickly, mobilize across diverse

geographic regions, and adapt to changing priorities. Our internal staff includes:

Licensed General Contractors (across TX, LA, GA, TN, SC, with NC licensure

pending)

Project Managers, Site Superintendents, and QA/QC Inspectors

Environmental & Safety Compliance Officers (OSHA 10/30 Certified)

Procurement, Estimating, and Cost Control Specialists

Our mission is to rebuild stronger, smarter, and safer-providing equitable housing

solutions for low-to-moderate income households, seniors, veterans, and other

vulnerable populations. We take a turnkey approach to recovery housing: from

environmental assessments and demolition to reconstruction, MHU installation, and

final inspections.

In North Carolina, Nexlegacy's legacy includes completion of 157 homes in Pender

County through the Hurricane Florence STEP Program. In Texas, we've managed over

1,400 housing units under the GLO's CDBG-DR programs. Our work in Puerto Rico's

R3 Program has further solidified our position as a dependable federal contractor

capable of delivering results under pressure.

General Information

Legal Name: Nexlegacy, LLC



Phone: (512) 426-9688

SAM Registration: Active

♠ Bonding Capacity: \$5 million per project | \$10 million aggregate

Licensure: General Contractor – LA, GA, TN, SC (NC licensure to be activated upon award)

Nexlegacy operates with the agility of a regional contractor and the regulatory discipline of a federal prime. Our ability to deliver under budget, on time, and in full compliance has earned us repeat partnerships with public agencies committed to disaster recovery and housing resilience.

# **Core Competencies & Differentiators**

Nexlegacy, LLC is built on a foundation of hands-on experience, federal regulatory compliance, and a deep understanding of the disaster recovery lifecycle. Our competencies span the entire scope of residential rehabilitation, reconstruction, and manufactured housing unit (MHU) deployment—from initial assessments and permitting to final punch-out and long-term housing durability.



# **Core Competencies**

# 1. Disaster Housing Construction & Rehabilitation

We specialize in repairing and reconstructing homes impacted by hurricanes, floods, and other federally declared disasters. Our team has completed thousands of housing units under HUD CDBG-DR and FEMA-funded initiatives across North

Carolina, Texas, Louisiana, and Puerto Rico.

# 2. Manufactured Housing Unit (MHU) Deployment

Our turnkey MHU services include site prep, transport logistics, setup, tie-down, utility hookups, and skirting. Nexlegacy has deployed over 500 units in the past five years under contracts with LA GOHSEP and PRDOH.

# 3. Turnkey Reconstruction & Modular Housing

We offer pre-designed modular and stick-built floorplans ranging from 1,000–1,700 SF, incorporating ADA-modifiable elements, resilient materials, and HUD Green Building Standards.

## 4. Environmental Compliance & Hazard Mitigation

Our staff are trained in lead-safe work practices, mold remediation, asbestos compliance, and environmental reporting—ensuring adherence to all HUD and EPA guidelines.

# 5. Federal Program Management & Regulatory Oversight

Nexlegacy operates with a full understanding of CDBG-DR, HOME, and FEMA program requirements. We maintain internal protocols for Section 3 hiring, DavisBacon wage verification, procurement transparency, and contractor eligibility documentation.



# **Key Differentiators**

# ✓ HUD-Certified Contractor with Proven Delivery

Over \$100M in completed HUD-funded housing contracts across six states, with high ratings from state agencies, including Texas GLO and NC DPS.

# ✓ Speed and Scalability

We consistently complete projects ahead of schedule through optimized logistics, dense geographic assignment planning, and dedicated mobile crews.

# ✓ Regional Familiarity & Past NC Performance

Having completed 157 homes under North Carolina's STEP Program in Pender County, we're familiar with NC permitting, compliance, and stakeholder coordination.

# ✓ Minority-Owned, HUB-Certified, and Section 3 Ready

We not only meet but exceed socioeconomic participation goals. Nexlegacy actively subcontracts with M/WBE firms and recruits from local labor pools in disadvantaged areas.

# ✓ In-House QA/QC and Safety Oversight

Our internal inspectors, superintendents, and safety managers conduct daily site audits using digital checklists and cloud-based inspection tracking to reduce rework and ensure compliance.

# ✓ Financial Strength and Bonding Capacity

We maintain \$5M per-project bonding with \$10M aggregate, plus insurance coverage

that exceeds NC DOC thresholds—allowing us to take on large, multi-county portfolios

with confidence.

Relevant Project Experience

Nexlegacy, LLC has a strong track record of delivering federally funded housing

rehabilitation, reconstruction, and emergency deployment services under some of the

most demanding disaster recovery programs in the United States. Our performance

portfolio spans over 2,000 completed residential units and more than \$100 million in

HUD CDBG-DR and FEMA-funded construction, executed across urban, rural, and

coastal environments.

We bring a unique combination of technical expertise, programmatic compliance, and

logistical precision to each engagement—backed by a project management

team trained in Davis-Bacon, Section 3, and environmental health standards. Our

fieldtested capacity to deliver housing in compressed timeframes, under strict cost

control, and with high client satisfaction makes Nexlegacy a trusted choice for

public-sector partners across the Southeast.

North Carolina Department of Public Safety – STEP Program

Location: Pender County, NC

Contract Type: Emergency Housing Repair (Shelter and Temporary Essential

Power)

Scope: 157 homes repaired in under 60 days

Personnel In Charge: Kendrick Whittington

Client: NC Department of Public Safety

Nexlegacy completed critical repairs on 157 homes as part of the Hurricane Florence

recovery effort, deploying multiple teams across rural North Carolina to address

electrical, roofing, plumbing, and structural issues. The program required fast-track

permitting, environmental compliance, and consistent communication with state

agencies and displaced homeowners.

Texas General Land Office (GLO) – CDBG-DR Housing Programs

Location: Statewide – TX

Contract Value: \$60M+

Scope: 1,435 units across PREPS, DAHLER, and R3

Personnel In Charge: Kendrick Whittington and Paul Ventura

Client: Texas GLO

Nexlegacy served as a general contractor for multiple housing programs under Texas'

CDBG-DR portfolio. Our responsibilities included demolition, ground-up construction,

ADA modifications, mold remediation, and compliance tracking across hundreds of

single-family homes. Each project was executed under strict adherence to HUD cost

eligibility and QA/QC guidelines.

Louisiana GOHSEP - Temporary Housing Unit Deployment

Location: Southeast LA (Post-Hurricane Ida)

Contract Value: \$26M

Scope: 574 travel trailers delivered and installed

Personnel In Charge: Kendrick Whittington and Brian Simon

Client: LA Governor's Office of Homeland Security and Emergency Preparedness

(GOHSEP)

Nexlegacy managed the deployment of nearly 600 temporary housing units, including

site prep, utility connection, anchoring, skirting, and final inspection. Despite the urgent

need and supply chain constraints, the project was completed within 90 days.

Our rapid coordination with local authorities and utility companies enabled us to safely

house displaced families within weeks.

Puerto Rico Department of Housing – R3 CDBG-DR Reconstruction Program

Location: San Juan, PR and surrounding municipalities

Scope: Full-scope demolition and reconstruction

Contract Type: HUD R3 Program

Status: Ongoing

Personnel In Charge: Kendrick Whittington

Client: PRDOH

Nexlegacy is currently delivering reconstruction services for hurricane-damaged

homes under Puerto Rico's R3 Program. These projects incorporate HUD-mandated

resilience standards, local design preferences, and environmental considerations,

while overcoming geographic access challenges and regulatory layers unique to the

island.



# **Additional Experience Highlights**

This proven history of execution across diverse scopes and geographies demonstrates

Nexlegacy's ability to deliver exceptional results for North Carolina's

Hurricane Helene recovery program—on time, on budget, and in full compliance.

# **Key Personnel & Organizational Structure**

Nexlegacy, LLC is led by a senior team with over two decades of experience managing federally funded housing recovery and construction programs across the southeastern United States. Our staff structure is designed for rapid deployment, regulatory compliance, and scalable field management to meet the demands of highvolume residential construction in disaster-impacted areas.

We offer a turnkey operational model that includes executive oversight, field management, quality control, safety, procurement, and compliance monitoring—all under one unified delivery system. Our personnel are trained in HUD CDBG-DR regulations, Davis-Bacon wage compliance, Section 3 outreach, environmental safety standards, and state-specific permitting protocols.



# **Executive Leadership**

# Kendrick Whittington - Owner / Executive Program Oversight

- Licensed General Contractor (LA, TN, GA, SC; NC licensure to be activated upon award)
- ♠ B.S. in Building Construction University of North Texas

- Direct experience managing 1,400+ CDBG-DR housing units and 150+ North

  Carolina emergency repairs
- Role: Strategic oversight, stakeholder coordination, interagency communication, and resource allocation

# **Program Management & Field Operations**

# Paul Ventura- Senior Project Manager

- ↑ 15+ years in field construction management and subcontractor coordination

- Role: Project scheduling, crew management, milestone tracking, and local subcontractor supervision

# Brian Simon - Compliance & Quality Control Director

↑ 10+ years in QA/QC, environmental compliance, and housing program
 monitoring



- Skilled in Davis-Bacon, Section 3, lead/asbestos protocols, and cost eligibility documentation
- Role: Field inspections, training oversight, documentation accuracy, and audit preparation

# Sean Bell - Site Superintendent / Safety Officer

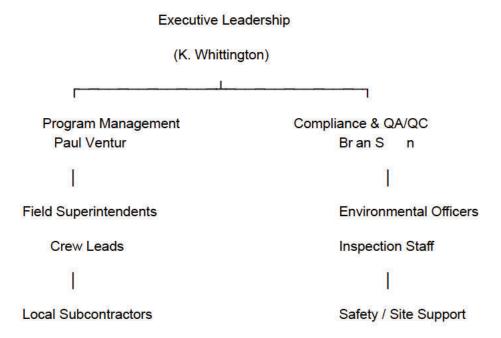
- Manages daily worksite inspections and contractor performance
- Role: Site-specific safety plans, incident prevention, and workforce readiness

# **Supporting Roles**

- Estimators & Procurement Specialists Develop unit pricing, scopes of work, and vendor sourcing
- Accounting & Grants Team Ensure cost tracking, documentation, and eligibility compliance
- Permitting & Environmental Team − Handle site-specific environmental reviews,
   asbestos/lead reports, and HUD forms
- Administrative Support Manage communication, change orders, and file archiving per contract terms



# **Organizational Structure**



# 5.5 Deployment Plan for NC DOC

Upon award, Nexlegacy will activate a satellite office in Western North Carolina, deploy regional staff, and establish a local subcontractor network for MHU installation, site prep, rehabilitation, and reconstruction. Our structure ensures minimal mobilization delay and maximizes local participation and responsiveness.

# **Technical Approach**

Nexlegacy, LLC's technical approach is grounded in decades of experience delivering housing recovery under HUD, FEMA, and state-administered disaster programs. We



utilize a streamlined, systems-based model that ensures every project is executed with efficiency, regulatory compliance, and community sensitivity. Our process is tailored to meet the unique requirements of the North Carolina Department of Commerce's Hurricane Helene recovery initiative.

We propose services under both:

- Project Type 1: MHU Repair, Replacement, and Relocation
- Project Type 2: Residential Rehabilitation and Reconstruction

# **Demolition & Site Preparation**

- Pre-Construction Inspections: Assess structural damage, environmental hazards (e.g., lead, mold, asbestos), and site readiness
- Utility Coordination: Disconnect and cap utilities in collaboration with local providers
- Environmental Compliance: Abide by EPA, HUD, and NC guidelines for abatement and disposal
- Site Grading & Preparation: Ensure grading, drainage, and erosion controls meet local code prior to new construction or MHU placement

# **Residential Rehabilitation**

Damage Assessment & Scope Development: Develop tailored scopes of work
using HUD-eligible items and cost reasonableness reviews



- Permitting: Expedite permits through local jurisdictions using pre-established relationships and compliance documentation
- Execution: Perform structural repairs, roofing, siding, HVAC, plumbing, electrical, flooring, and accessibility modifications
- Lead & Asbestos Remediation: Deploy licensed teams and certified inspectors to ensure environmental safety
- QA/QC Milestones: Conduct in-progress and final inspections using mobile reporting platforms and digital photo logs

### Residential Reconstruction (Modular & Stick-Built)

- Plan Set Selection: Clients or case managers select from pre-approved 2, 3, or
   4-bedroom layouts ranging from 1,000−1,700 SF
- Foundation Systems: Adapt to topography with slab, crawl space, or pier designs based on site conditions
- Accessibility Integration: Include ADA-ready bathrooms, zero-step entries, and adaptable features
- Final Inspections & Occupancy Certifications: Coordinate with local inspectors and DCR for turnover

### Manufactured Housing Unit (MHU) Services

Site Engineering & Prep: Install footings, anchor points, and tie-down systems compliant with HUD Code and NC guidelines



- Installation: Set, secure, and connect utilities; install steps, skirting, and weatherproofing features
- MHU Repair (if applicable): Perform structural upgrades, roof reseals, insulation, plumbing, and HVAC repairs
- ∀ Verification & Inspection: Ensure all units pass inspection prior to occupancy

### **Quality Assurance & Regulatory Compliance**

- Cloud-Based Tracking for Photos, Permits & Punch Lists
- Protocols (Lead, Asbestos, Mold)
- HUD Section 3 & Davis-Bacon Wage Monitoring

### 6.6 Timeline & Performance Goals

Phase	Target Completion	
MHU Installation	Within 60 Days	
Demolition & Site Prep	Within 30 Days	
Rehab (Light to Moderate)	Within 90 Days	
Full Reconstruction	Within 150 Days	

All work will be coordinated with NC DOC timelines, regional capacity, and unit prioritization schedules.



# Safety, Quality Assurance & Risk Management

Nexlegacy, LLC prioritizes safety, compliance, and quality control on every project, from the first site walk to final closeout. Our protocols are modeled on federal, state, and industry best practices—ensuring worker protection, regulatory compliance, and delivery of defect-free homes that meet or exceed program standards.

Our risk management framework is embedded into every stage of our operations. From hazard identification to digital inspections and post-construction audits, we maintain tight control over workforce safety, environmental compliance, and construction quality—protecting both public investments and community outcomes.

### 7.1 Worksite Safety Program

We maintain a comprehensive Safety Management Plan aligned with OSHA, HUD, EPA, and local building codes. All personnel—including subcontractors—undergo mandatory site orientation and daily "toolbox talks" on hazard recognition, PPE usage, and job-specific safety topics.

#### **Core Elements:**

- Fall Protection, Confined Space, and Respirator Programs in place



Emergency Response Plans for fire, injury, severe weather, or chemical exposure

Nexlegacy's Experience Modification Rate (EMR) consistently exceeds industry benchmarks, reflecting our track record of safe, loss-free jobsite performance.

### 7.2 Quality Assurance / Quality Control (QA/QC)

Our QA/QC approach ensures that all work meets applicable federal standards, program specs, and construction codes. We deploy a combination of in-house inspectors, third-party auditors, and cloud-based inspection tools to oversee work in real-time.

### **QA/QC Protocols Include:**

- Midpoint and final punch list reviews with photographic documentation
- HUD HQS and state-specific guidelines applied to every phase
- Progress benchmarks aligned with funding draw schedules

Every home is reviewed against a custom QA/QC checklist specific to its type (MHU, Rehab, or Rebuild), reducing warranty claims and ensuring uniformity across all units delivered.



### 7.3 Risk Management

Nexlegacy maintains a proactive risk management strategy that anticipates and addresses challenges before they escalate. Our internal risk reviews evaluate:

- Regulatory Exposure: Ensuring contracts, wage records, and procurement comply with federal standards
- Cost Control & Scope Drift: Verified through weekly financial reconciliation and client communication
- Environmental Hazards: Lead-based paint, asbestos, and mold mitigation performed by licensed teams with all disposal properly documented
- Subcontractor Performance: Monitored through written agreements,

deliverable checklists, and corrective action plans if needed

Our cloud-based project management platform integrates scheduling, budgets, inspections, and communications into a unified system, allowing leadership to detect and resolve issues across sites in real time.

Nexlegacy's dedication to safety, quality, and risk reduction has earned the trust of public agencies and homeowners alike. We do more than deliver homes—we deliver peace of mind, knowing each project meets the highest standard of care, compliance, and craftsmanship.



# Cost Control & Budget Management

Nexlegacy, LLC employs a disciplined, transparent, and HUD-compliant approach to budget management and cost control. Our system ensures that all project costs remain within scope, align with eligible funding categories, and are executed with financial integrity throughout the entire construction lifecycle.

With over \$100 million in federally funded housing projects completed, we understand the importance of managing budgets under strict regulatory requirements. Our internal finance and estimating teams work closely with project managers and compliance officers to monitor expenditures in real time and proactively mitigate any cost or schedule variances.

### 8.1 Preconstruction Cost Planning

At the start of every project, we conduct a comprehensive cost analysis based on:

- Unit pricing and regional construction cost data
- Labor, material, equipment, and permit costs
- Anticipated environmental or site-specific factors (e.g., lead, mold, elevation) We also perform cost reasonableness evaluations in accordance with federal procurement rules and state agency guidelines.

### 8.2 Budget Controls During Construction

Nexlegacy uses cloud-based project management software that allows for:

Daily logging of work progress and material use



- Real-time budget-to-actual comparisons
- Alerts for scope creep or budget anomalies
- Integration with change order approval workflows

Our superintendents, estimators, and field accountants coordinate on a weekly basis to reconcile actual job costs with project budgets and projected timelines. This crossdepartmental alignment helps prevent overages and keeps stakeholders informed.

### 8.3 Change Order Management

Change orders are tightly controlled and must be:

- Requested in writing with supporting justification
- Reviewed by both the project manager and compliance officer
- Assessed for funding eligibility and cost impact
- Approved by the client (NC DOC) prior to execution

Every approved change order is logged into our project management system and tied directly to revised scopes and G702/G703 draw sheets.

### 8.4 Grant & Program Compliance

We maintain complete alignment with HUD and FEMA financial protocols, including:

- Proper classification of soft costs, admin, and direct construction



Financial reporting tailored to program milestones and draw schedules Nexlegacy is also experienced in navigating multiple funding streams, ensuring that cost allocations are properly tracked and documented for audit-readiness.

### 8.5 Summary of Budget Oversight Benefits

- Preventative tracking of cost overruns and unapproved expenses
- HUD-compliant documentation for all expenditures
- ↑ 100% transparency for state agency oversight and monitoring

This robust, integrated approach ensures Nexlegacy not only delivers homes efficiently—but also protects public resources, strengthens accountability, and keeps every dollar working directly for North Carolina's recovery mission.

# Section 3, Local Hiring & Workforce Engagement

Nexlegacy, LLC is deeply committed to building not only homes—but also economic opportunity and workforce resilience within the communities we serve. As a certified Minority Business Enterprise (MBE), SBA 8(a) firm, and Texas HUB-Certified contractor, we actively support inclusive hiring, local business participation, and workforce training in alignment with HUD Section 3 requirements and the socioeconomic goals of the North Carolina Department of Commerce.



We recognize that post-disaster recovery is not just about physical rebuilding—it's about revitalizing communities, stimulating economic growth, and supporting historically underutilized populations through meaningful employment and contracting opportunities.

### 9.1 Section 3 Compliance Strategy

Nexlegacy follows HUD's Section 3 Final Rule (24 CFR Part 75) and will implement a documented plan to:

- Prioritize hiring low- to very-low income individuals in the impacted counties
- Provide on-the-job training and workforce development for local residents
- Subcontract with Section 3 Business Concerns whenever possible

### 9.2 Local Hiring & Workforce Integration

Upon award, Nexlegacy will:

- Recruit construction laborers, equipment operators, skilled trades, and administrative support from the local talent pool
- Partner with local employment boards, technical colleges, and job centers to



identify and train eligible candidates

All new hires will receive:

- Jobsite orientation and mentorship
- Certifications in lead-safe practices, environmental safety, and construction skills (as applicable)

### 9.3 Small & Minority Business Participation

Nexlegacy maintains a strong network of MBE, HUB, WBE, and Section 3 Business Concerns and actively pursues local vendors for:

- Framing, drywall, and painting
- Site prep, grading, and landscaping

We will conduct vendor fairs, outreach events, and pre-bid conferences in affected regions to identify additional partners and ensure local businesses are included in procurement cycles.

### 9.4 Economic Impact Reporting & Transparency

Our reporting system captures:

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- Subcontract dollars awarded to Section 3 and HUB-certified firms

  Economic impact by ZIP code or census tract

All data will be submitted to NC DOC in accordance with contractual milestones, and will be made available for public review upon request.

Nexlegacy's hiring and engagement approach ensures the recovery process provides lasting value beyond construction—equipping local residents and businesses with the skills, income, and experience to continue rebuilding long after the program ends.

# **Reconstruction Plan Sets (Narrative)**

Nexlegacy, LLC will provide fully developed reconstruction plan sets for modular and stick-built residential homes as part of the Best and Final Offer (BAFO) phase, or earlier upon request. These plan sets are designed to meet HUD CDBG-DR construction standards, NC residential building codes, ADA modifiability requirements, and the specific recovery needs of displaced homeowners in Hurricane Helene-impacted counties.

Our designs prioritize safety, durability, energy efficiency, accessibility, and site adaptability. Each plan set is optimized for affordability while allowing for material flexibility and community-specific integration.



### 10.1 Plan Set Availability

Nexlegacy will submit reconstruction plan sets in the following configurations:

Home Type	Bedrooms	Bathrooms	Square Footage
Stick-Built	2	1	1,000–1,200 SF
Stick-Built	3	2	1,200–1,500 SF
Stick-Built	4	2	1,400–1,700 SF
Modular Homes	2–4	1–2	1,000–1,600 SF

Each plan set includes detailed specifications for:

- Foundations (slab, crawl space, or piers based on topography)
- ADA-modifiable bathrooms and entries

### 10.2 Site Adaptability

All plan sets will be designed for flexible deployment on a variety of site conditions including:

- Flood zone elevations and mitigation requirements

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- Limited frontage or setback constraints

Our architectural team ensures that each unit is adaptable for real-world conditions while remaining compliant with HUD's minimum property standards (MPS) and the North Carolina Residential Building Code.

### 10.3 Accessibility & Modifiability

We integrate ADA modifiable features into every reconstruction plan, including:

Wide hallway and door clearances Barrier-free showers and roll-in bathroom layouts

- Blocking in walls for future grab bars
- Ramps or zero-step entries where required
- ◆ Adjustable height cabinetry and appliances (where applicable)

Homeowners with accessibility needs will be provided with tailored options that meet

Fair Housing Act and Uniform Federal Accessibility Standards (UFAS).

### 10.4 Delivery Timeline & Cost Integration

◆ Nexlegacy will submit complete architectural plan sets within 14 calendar days of

DCR unit selection or as part of BAFO.

◆ All designs will be priced using NC DOC's standardized reconstruction pricing sheets, ensuring transparency and consistency.



◆ We will coordinate directly with local building departments to secure all required permits and submit plans for review where applicable.

Our reconstruction strategy is not only code-compliant, but people-centered—delivering homes that are practical, sustainable, and reflective of the dignity every homeowner deserves.

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# Insurance, Bonding & Compliance Documentation

Nexlegacy, LLC maintains all required insurance coverage and bonding capacity to fully comply with the North Carolina Department of Commerce, as well as federal, state, and HUD regulatory standards. Our insurance and bonding partners are licensed to do business in the State of North Carolina and meet or exceed the minimum thresholds outlined in the RFP.

We recognize that risk mitigation is a core requirement for any disaster recovery contract. As such, we have invested in long-standing relationships with nationally rated surety and insurance providers, ensuring timely issuance of performance bonds, COIs, and endorsements for each project assigned.

### 11.1 Insurance Coverage

Nexlegacy carries the following lines of coverage with limits that meet or exceed all NC DOC and HUD CDBG-DR contract requirements:

Coverage Type	Minimum Coverage Amount	Status
General Liability (Per Occurrence)	\$1,000,000	Active
General Liability (Aggregate)	\$2,000,000	Active
Workers' Compensation	Statutory (All States)	Active
Employer's Liability	\$1,000,000	Active
Automobile Liability	\$1,000,000 Combined Single Limit	Active
Excess/Umbrella Liability	\$5,000,000 Aggregate	Active



Builder's Risk (as required)	Project-Specific	Available
Pollution/Environmental Liability	As needed per site	Available

Certificates of Insurance (COIs) will be issued upon award with the North Carolina

Department of Commerce listed as additional insured and certificate holder.

### **11.2 Bonding Capacity**

Nexlegacy is bondable with an A-rated surety and maintains the following capacity:

Single Project Bonding Limit: \$5,000,000

**Aggregate Bonding Capacity:** \$10,000,000

Performance & Payment Bonds: Available within 3–5 business days of request

**Surety Provider:** Available upon request

All bonding is compliant with the Miller Act, State of North Carolina procurement statutes, and other applicable federal and state requirements for public housing recovery contracts.

### **11.3 Compliance Documentation**

In addition to our insurance and bonding documentation, Nexlegacy maintains:

- Certifications of eligibility for federal awards and non-collusion

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North Carolina General Contractor License: Pending activation upon award &

Certifications: SBA 8(a), MBE, HUB (Texas), Section 3 Ready

We will include all required forms and certifications with this proposal, including:

Attachment F - Certification for Contracts, Grants, and Cooperative Agreements

Attachment G – Lobbying Disclosure Form

SAM registration and UEI documentation (upon request)

Insurance COIs and bonding confirmation (post-award or upon request) Our

ability to secure bonding, manage risk, and maintain full compliance across

multiple jurisdictions is a key differentiator—and part of what makes Nexlegacy a

dependable partner for North Carolina's Hurricane Helene recovery mission.

References

Nexlegacy, LLC has successfully delivered large-scale residential recovery projects for

federal, state, and municipal agencies. Our clients include departments of housing,

emergency management agencies, and state procurement divisions administering

HUD CDBG-DR and FEMA-funded programs. Below are key references who can

speak to our performance, reliability, and capacity to manage complex, multi-county

construction initiatives.

12.1 North Carolina Department of Public Safety (NC DPS)

Program: STEP Program – Hurricane Florence Recovery

Location: Pender County, NC

34



Scope: 157 emergency housing repairs completed within 60 days

Services Provided: Damage assessments, permitting, abatement, demolition, critical

repairs, inspection, QA/QC

### **Performance Highlights:**

- ↑ 100% HUD-compliant work scopes and inspections
- Positive homeowner feedback and on-schedule delivery

### 12.2 Texas General Land Office (GLO)

Program: CDBG-DR Reconstruction & Rehabilitation – PREPS, DAHLER, R3

**Location:** Statewide – Texas

Scope: 1,435 single-family homes constructed, rehabilitated, or elevated

Contract Value: \$60M+

Services Provided: Full-scope residential rehab/rebuild, environmental compliance,

Davis-Bacon oversight, HUD reporting

### **Performance Highlights:**

One of the top-performing contractors for reconstruction throughput

Maintained a zero non-compliance audit rate across program years

### 12.3 Puerto Rico Department of Housing (PRDOH)

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Program: R3 Reconstruction Program - Hurricane Maria Recovery

Location: San Juan & surrounding municipalities

Scope: Full demolition and reconstruction of HUD-compliant homes

Status: Active

Services Provided: Site inspections, demolition, modular

housing, resilient construction under HUD standards

### Performance Highlights:

Currently delivering modular and site-built homes under tight regulatory conditions

High satisfaction from homeowners and local officials

### 12.4 Additional References Available Upon Request

We are happy to provide additional client references, letters of recommendation, and project performance reports upon request. Nexlegacy values transparency, relationship building, and accountability in every public partnership.

Proposal Number: Doc1539254856	Vendor: Nexlegacy LLC	
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### VALIDITY PERIOD

Offer valid for at least 90 days from date of proposal opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

### **ACCEPTANCE OF PROPOSAL**

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply.

FOR STATE USE ONLY: Offer accepted and Contract awarded this	day of	, 2025, as indicated on the attached
certification, by	(Authorized	d Representative of DCR).

Proposal Number: Doc1539254856 Vendor: Nexlegacy LLC

### **ATTACHMENT A: PROJECT TYPE**

Per RFP Section 5.1 SCOPE OF SERVICES, General contractors may choose to submit an offer for MHU project types only, for rehabilitation and reconstruction projects only, or for both. Indicate below which project type(s) Vendor would like to perform work.
$\square$ YES $\square$ NO <b>Project Type 1</b> : <b>MHU projects only</b> . General Contractors may select to apply for MHU repair, replacement, and relocation projects only and not be considered for reconstruction, repair, or demolition project assignments.
☐ YES ☐ NO <b>Project Type 2</b> : <b>Rehabilitation and Reconstruction projects only (non-MHU)</b> . General Contractors who are selected for rehabilitation and reconstruction award types will be considered for reconstruction, repair, or demolition project assignments.
☑ YES ☐ NO BOTH Project Type 1: MHU Projects and Project Type 2: Rehabilitation and Reconstruction Projects.

### ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

delization prior to making an awara. Flease complete items a, b, and c below.	
a) Will any work under this Contract be performed outside the United States?	□ YES ☑ NO
If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:	
1. List the location(s) outside the United States where work under this Contract Vendor, any sub-Contractors, employees, or other persons performing work under the Contractors of the C	·
<ol><li>Describe the corporate structure and location of corporate employees and ad affiliates or any other sub-Contractors that will perform work outside the U.S.:</li></ol>	ctivities of the Vendor, its
b) The Vendor agrees to provide notice, in writing to the State, of the relocation of Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other per performing services under the Contract outside of the United States	
NOTE: All Vendor or sub-Contractor personnel providing call or contact center service the State of North Carolina under the Contract <b>shall</b> disclose to inbound callers	

c) Identify all U.S. locations at which performance will occur:

location from which the call or contact center services are being provided.

201 Taylor St. Hutto, TX 78634

Proposal Number: Doc1539254856 Vendor: Nexlegacy LLC

### ATTACHMENT E: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION

The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the **North Carolina Office of Historically Underutilized Businesses** at (919) 807-2330. The Vendor shall respond to question a) and b) below.

a)	) Is Vendor a Historically Underutilized Business? <b>Ves No</b>			
b)	) Is Vendor Certified with North Carolina as a Historically Underutilized Business	? 🗆 <b>Y</b>	⁄es	☑ No

# ATTACHMENT F: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, Nexlegacy LLC	, certifies or affirms the truthfulness and accuracy
of each statement of its certification and disclosu	are, if any. In addition, the Vendor understands and agrees that the Remedies for False Claims and Statements, apply to this certification
Signature of Vendor's Authorized Official	

Kendrick Whittington/President

Name and Title of Vendor's Authorized Official

5/6/25 Date Proposal Number: Doc1539254856 Vendor: Nexlegacy LLC

### ATTACHMENT G: DISCLOSURE OF LOBBYING ACTIVITIES

The Disclosure of Lobbying Activities form, is located at <a href="https://www.doa.nc.gov/pandc/onlineforms/form-omb-standard-form-III-7-2020/download">https://www.doa.nc.gov/pandc/onlineforms/form-omb-standard-form-III-7-2020/download</a>.

### NO LOBBY ACTIVITY TO DISCLOSE

Proposal Number: Doc1539254856 Vendor: Nexlegacy LLC

### ATTACHMENT H: EXPERIENCE, QUALIFICATIONS, REFERENCES

Complete one form for each of up to three (3) examples of CDBG-DR housing engagements delivered by the proposing General Contractor (prime contractor). Subcontractor qualifications will not be considered. Client Points of Contact must have an adequate understanding of the services delivered. Reference points will not be awarded if the client cannot be contacted with the contact information provided. If the program example provided is not for CDBG-DR single family housing, then the program example will be considered non-responsive. The proposing entity must submit at least one minimally qualified program example for award consideration. Each program example can earn up to 15 points for a total maximum score of 45 points.

Example 1: CDBG-DR Housing Engagements Delivered		
Client Name:	Bell Federal Solutions/LA GOHSEP	
Program:	LA Restore CDBG-DR	
Client Point of Contact:	Adrian Bell	
POC Contact Information (email and phone):	abell@bellfsinc.com	
	571-274-9800	
Total Number of Homes Completed:	125	
Brief Description of Services Rendered:	Rehab and Reconstruction Services	

Example 2: CDBG-DR Housing Engagements Delivered		
Client Name:	Thompson Construciton	
Program:	Florida Hurricane IRMA	
Client Point of Contact:	Brett Reeves	
POC Contact Information (email and phone):	breeves@thompsonind.com	
	713-594-2414	
Total Number of Homes Completed:	56	
Brief Description of Services Rendered:	Rehab and Reconstruction Services	

Example 3: CDBG-DR	Example 3: CDBG-DR Housing Engagements Delivered									
Client Name:	Lemoine Construction									
Program:	LA Restore CDBG-DR									
Client Point of Contact:	Ben Diebold									
POC Contact Information (email and phone):	Ben.Diebold@1lemoine.com									
	504-810-0471									
Total Number of Homes Completed:	100									
Brief Description of Services Rendered:	Rehab and Reconstruction Services									

### **WORKERS COMPENSATION EXPERIENCE RATING**



Risk Name: NEXLEGACY LLC

**Risk ID:** 914581788

Rating Effective Date: 11/28/2024

Production Date: 10/10/2024

State: INTERSTATE

State	Wt	Exp Ex Loss		Expect Losse		Exp Prir Losses		Act Exc Los	ses	Ballast	Act Inc L	osses	Act Prim Losses	
sc	.05		2,008		2,562		554		0	37,1	25	0		0
TX	.05		1,088		1,689		601		0	24,6	25	0		0
(A) Wt		Excess s (D - E)	\ ' <sub>-</sub>	xpected sses	` ′.	Exp Prim .osses	•	F) Act Exc sses (H - I)	(	(G) Ballast	(H) Act Ind Losses	;	(I) Act Prim Losses	
.05		3,096		4,251		1,155		0		32,159		0		0

	Primary Losses		Stabilizii	ng Value		Ratable Excess	Totals
	(1)	(	C * (1 - A) + G		(A) * (F	=)	(J)
Actual	0		35,	100		0	35,100
	(E)	(	C * (1 - A) + G		(A) * (C	C)	(K)
Expected	1,155		35,	100		155	36,410
	ARAP	F	LARAP	SARAP		MAARAP	Exp Mod
							(J) / (K)
Factors	1.00						.96

THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE. THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE. PLEASE REFER TO EACH STATE'S APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE.

Carrier: 29939-000 Policy: 0002041031 Eff-Date: 11-28-2024 Exp-Date: 11-28-2025

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### **WORKERS COMPENSATION EXPERIENCE RATING**



Risk Name: NEXLEGACY LLC Risk ID: 914581788

Rating Effective Date: 11/28/2024 Production Date: 10/10/2024 State: INTERSTATE

39-SOUTH CAROLINA Firm ID: Firm Name: NEXLEGACY LLC

Carrier: 19968 Policy No. ARP12002194800 Eff Date: 04/12/2019 Exp Date: 04/12/2020

Code	ELR	D- Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVE	R OF S	SUBROGAT	0	0					
5437	3.44	.24	15,000	516	124					
5474	3.64	.21	15,000	546	115			N 13		
5606	.47	.21	43,600	205	43					
5645	8.63	.21	15,000	1,295	272					
9664	DEDUC	TIBLE	REPORTI	0	0			6 6		
9812	EMPLO	YERS	LIABILIT	0	0					
Policy	Total:			Subject Premium:	12,923	Total Act Inc Losses:		46 26	0	

42-TEXAS Firm Name: NEXLEGACY LLC Firm ID:

Carrier: 29939 Policy No. 0002017660 Eff Date: 07/07/2018 Exp Date: 07/07/2019

Code	ELR	D- Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.17	.30	67,597	115	35					
Policy	Total:	74. 72. S		Subject Premium:	1,048	Total Act Inc Losses:	ė.	20 20	0	

42-TEXAS Firm ID: Firm Name: NEXLEGACY LLC

Carrier: 29939 Policy No. 0002041031 Eff Date: 11/28/2019 Exp Date: 11/28/2020

Code	200	D- Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5183	.69	.36	62,400	431	155					
Policy	Total:		62,400	Subject Premium:	3,120	Total Act Inc Losses:	Ż		(	)

42-TEXAS Firm ID: Firm Name: NEXLEGACY LLC

Carrier: 29939 Policy No. 0002041031 Eff Date: 11/28/2020 Exp Date: 11/28/2021

Code	President Co.	D- Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5183	.69	.36	102,341	706	254					
Policy	Total:	RO. 900		Subject Premium:	4,626	Total Act Inc Losses:	Ċ.	258	0	

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### **WORKERS COMPENSATION EXPERIENCE RATING**



Risk Name: NEXLEGACY LLC Risk ID: 914581788

Rating Effective Date: 11/28/2024 Production Date: 10/10/2024 State: INTERSTATE

42-TEXAS Firm ID: C Firm Name: NEXLEGACY LLC

Carrier: 29939 Policy No. 0002027984 02/27/2019 Exp Date: 02/27/2020 Eff Date:

Code	ELR	D- Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5183	.69	.36	20,634	142	51					
5403	1.21	.36	24,357	295	106					
Policy	Total:	30.	44,991	Subject Premium:	2,540	Total Act Inc Losses:	Ď	200	0	

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