

AGREEMENT BETWEEN

CITY OF WILMINGTON

AND

WILMINGTON HOUSING PARTNERSHIP, INC.

FOR

THE USE OF STRATEGIC HOUSING OPPORTUNITY FUNDS

THIS AGREEMENT ("Agreement") is made this 16th day of AUGUST, 2018 by and between the **CITY OF WILMINGTON**, a municipal corporation of the State of Delaware ("City"), located at 800 French Street, Wilmington, Delaware 19801

-AND-

WILMINGTON HOUSING PARTNERSHIP, INC., a Delaware non-profit corporation ("Developer"), having an office at 800 North French Street, Wilmington DE 19801.

WHEREAS, the Developer requested and was granted \$192,000.00 in funding from the City's Strategic Housing Opportunity Fund ("HOF") to assist with the construction of four (4) townhomes located at 527 Vandever Avenue and 529 Vandever Avenue, Wilmington DE 19802, being Tax Parcel Nos. 26-029.20-217 and 26-029.20-218 ("Properties");

WHEREAS, the Developer is willing to undertake certain responsibilities under the HOF Program to assure the City's Department of Real Estate and Housing ("Department") of compliance with all applicable Federal, State and local laws and regulations; and

WHEREAS, the City wishes to assist the project with the actual amount of HOF funds needed to complete the construction of the four (4) townhomes on the Properties; and

WHEREAS, the parties have agreed to the amount of the HOF funding being provided under this Agreement reflects the actual cost of the construction project.

NOW, THEREFORE, in accordance with the mutual promises herein contained, the parties agree as follows:

1. PROJECT; SCOPE OF WORK.

- a. Developer hereby agrees to construct on the Properties four (4) residential

townhomes ("Residential Units") that shall be sold to unaffiliated, third parties for homeownership. The construction and completion of the Residential Units is hereinafter referred to as the "Project."

b. Promptly following the acquisition of the Property, Developer shall cause a detailed scope of work and construction drawings to be prepared for the Project, which shall be subject to the review and approval of the Department. The Developer shall not commence construction on the Project unless and until the Department has reviewed and approved the scope of work and construction drawings ("Scope of Work").

c. Developer shall perform, by its agents or employees in a satisfactory manner, the Project in accordance with the Scope of Work.

d. Developer shall be responsible for management and maintenance of the Properties until all of the Residential Units are sold.

e. Upon the sale of any Residential Unit, Developer shall cause all sales proceeds to be paid to the City.

2. BUDGET.

a. Prior to commencing construction on the Project, Developer shall prepare a detailed budget and sources and uses for the Project, which shall be subject to the review and approval of the Department. The Developer shall not commence construction on the Project unless and until the Department has reviewed and approved of the budget and sources and uses for the Project ("Budget").

b. The Budget shall contain line items for (i) architectural, engineering and legal fees, (ii) Developer's fee, if applicable (capped at 10% of hard construction costs), (iii) projected sales prices for the residential units, (iv) real estate agent or broker's fees for the sale of the residential units (not to exceed 5.5% of the sales price), and (v) property management and maintenance costs for the Properties.

c. The Developer's fee, if applicable, for the Project shall be capped at 10% of the hard construction costs listed in the Budget. No acquisition costs or soft costs (such as architectural, engineering or legal costs) shall be considered in calculating the Developer's fee. The Developer's fee shall be fixed prior to commencing construction and shall not be increase if a change order increases the amount of hard costs for the Project.

d. The total cost of the Project shall not exceed \$852,887.00. In the event that projected Project costs exceed \$852,887.00 in the aggregate, then Developer shall immediately convey the Properties to the City.

3. TIME OF PERFORMANCE. The Developer will complete the Project on or before, _____, 20___, unless the City grants an extension. Any and all extensions shall be made at the reasonable discretion of the City, and shall be in writing and signed by the respective parties.

4. GRANT; USE OF FUNDS; DISBURSEMENT OF FUNDS

a. The City agrees to provide the Developer with a grant in the amount of \$192,000.00 (One Hundred Ninety-Two Thousand Dollars) ("Grant"); provided, however, the amount of the Grant shall be adjusted to reflect the actual cost of the Project as described in the Budget. Notwithstanding anything to the contrary, the Grant shall not be increased in excess of \$192,000.00.

b. The Grant will be used solely to pay for the Project. The Grant may not be used to pay any costs not specifically required for the Project.

c. The Grant shall be disbursed in accordance with a mutually agreed upon schedule that is established during the review and approval process for the Budget. As a condition to receiving any disbursement of the Grant, Developer shall submit a numbered invoice to the City along with any supporting documentation reasonably requested by the City. The City shall have the right to inspect and verify the completion of any work prior to making any disbursement of the Grant.

d. All disbursements of the Grant shall be subject to a 10% holdback. The 10% holdback shall only be released upon the sale of all of the residential units comprising the Project.

e. Any and all funds unexpended at the end of the term of this Agreement shall, at the option of the City, revert to the City.

5. CONDITIONS ON USE OF FUNDS

a. Construction of the Residential Units on the Properties shall commence within thirty (30) days of the date of this Agreement. An extension of time may be granted at the discretion of the City. Any extension of time shall be in writing and signed by the respective parties.

b. The Developer shall not voluntarily create, cause or allow to be created any debt, lien, mortgage, charge or encumbrance against the Properties which in any way will impair or otherwise adversely affect the preservation of said Properties for the use or uses set out in this Agreement. The Developer will, from time to time, duly pay and discharge, or cause to be paid and discharged when the same become due, all taxes, assessments and other governmental charges which are lawfully imposed upon the Properties and which if unpaid may by law become a lien or charge upon said Properties and thereby impair or otherwise adversely affect the holding of said Properties for the use or uses set out in this Agreement.

c. The Developer shall submit to the City the following:

i. With respect to the Properties, a copy of the fully executed deed(s) for the Properties;

ii. Copies of a perimeter land survey, in form and substance satisfactory to the City, showing (1) the exterior boundaries of the Properties, (2) all easements on the Properties, and (3) all encroachments onto the Properties or from the Properties onto any adjoining property. The survey shall be currently certified by a registered surveyor to the effect that there are no easements or encroachments upon the Properties except as shown thereon;

iii. Mortgagee title insurance policy, in form and substance satisfactory to the City that will be free from exceptions for mechanics and materialmen's liens;

iv. Evidence satisfactory to the City that (1) the Project and the contemplated uses thereof are permitted by and comply with all applicable uses or other restrictions and requirements set forth in prior conveyances, zoning ordinances, or regulations, (2) that the required building permits and other permits have been obtained as required, and (3) that no environmental impact statement is required under any applicable law or the rules and regulations promulgated there under, or if any environmental impact statement is required, that such requirement has been met;

v. A copy of the Developer's corporate documents;

vi. A copy of the plans and specifications of construction of the Project determining the extent of rehabilitation for the City's approval;

vii. The Developer's selection of the general contractor, architect, surveyor and/or engineer, all of whom shall be acceptable to the City;

viii. Copies of certificates of occupancy issued for the Project evidencing that the Project meets appropriate housing and building code standards prior to occupancy; and

ix. Such other documents as are reasonably required by the City.

d. Prior written consent shall be obtained from the City prior to any sale, transfer or other conveyance of title to a Residential Unit or the Properties by the Developer.

e. Prior to any sale, transfer or other conveyance of title to a Residential Unit or the Properties by the Developer, the Developer shall submit to the City, for its approval, a signed copy of the Sale(s) Agreement. Upon conveyance by the Developer, the Developer shall submit to the City a) a signed copy of the Settlement Sheet(s), and b) a copy of the fully executed deed(s) for the Residential Unit or Properties.

i. The starting sale price for a Residential Unit will be based on current market values in the area. The Department of Real Estate and Housing must approve, in writing, the starting sale price submitted by the Developer.

ii. Selling prices for the Residential Units may not be changed within

the first six (6) months of listing by more than 5% without the express written permission from the Department.

iii. This agreement shall commence on the Effective Date and continue in effect for 24 months unless modified by mutual agreement of both parties, or may be terminated in whole or in part by either party with or without cause upon thirty (30) days written notice to the other party.

iv. Issuance of this Agreement shall not be construed as an approval of specific activities until receipt of such approval and notification. Developer agrees that the proposed activities are subject to change based on the results of the project review from the Planning Department and Department of Licenses and Inspections.

v. Notwithstanding anything else contained in this Agreement, funds made available hereunder may only be used for constructing the four townhomes on the Properties by the Developer. If funds made available hereunder are used for any other purpose it shall be deemed a breach of this Agreement.

6. BREACH AND WAIVER OF BREACH

a. For the purposes of this Agreement, the following shall constitute breach: (i) the Developer shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement and Developer shall fail to cure such failure within thirty days after notice from the City or (ii) the Developer violates any of the covenants, terms or stipulations of this Agreement and fails to cure such violation within thirty (30) days after notice from the City.

b. The express or implied waiver of any provisions of this Agreement by the City shall not be construed to be a permanent modification of the terms of this Agreement.

c. In the event that any penalties are imposed by the Federal government as a result of either the type of activities undertaken pursuant to this Agreement or the manner in which said activities are carried out, the Developer shall be held responsible for any costs incurred (e.g., legal expenses or repayment), unless it can be demonstrated that the Developer's actions were expressly approved in writing by City; in which case, City shall bear the cost of any penalty and related expenses.

7. REMEDIES FOR BREACH. Upon breach the City may, at its option, and *in addition to* any and all other remedies afforded by law, elect to exercise any or all of the following remedies:

a. Seek reimbursement for all sums deemed by the City to have been improperly disbursed.

b. Proceed in a court of equity for specific performance, injunction, or other equitable remedy.

c. Terminate this Agreement immediately. All finished or unfinished

documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Developer under this Agreement shall become the City's property.

d. In any action, suit, matter or proceedings brought for the enforcement of this Agreement, to require the Developer to pay the City's reasonable attorney's fees of five percent (5%) of any amount decreed due the City if any. In all successful actions by the City in a court of equity for specific performance of this Agreement, the Developer shall pay the City's attorney's fees at such hourly rate as is reasonable for the area.

8. PROPERTY STANDARDS. Housing that is assisted with HOF funds must at a minimum follow all applicable local codes and zoning requirements.

9. MARKETING PLAN. The Developer is required to submit an affirmative marketing plan for City approval. The City has an established Affirmative Marketing Plan in compliance with the Title VIII of the Civil Rights Act of 1968 (**Fair Housing Act**). The City requires the same outreach efforts on the part of the Developer.

10. EXCLUSIONS. City and Developer agree that no funds made available under this Agreement are to be used as project-specific technical assistance and site control loans or project-specific seed money loans.

11. CONFLICT OF INTEREST. No person who is an employee, agent, consultant, official or appointed official of the City, who exercises or has exercised any function or responsibilities with respect to activities assisted with HOF funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOF assisted activity, or have an interest in any contract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with who they have family or business ties, during their tenure or for one year thereafter.

12. ADMINISTRATION OF AGREEMENT. The Developer shall consult with and inform the City project manager immediately with respect to all prospective changes, addenda and revisions in the Project's Scope of Work. The City must also be informed of the following Agreement matters:

- a. Delays
- b. Rejection of bids
- c. Awards
- d. Protest of awards
- e. Bidding, labor and Scope of Work disputes
- f. Claims for extra work

- g. Terminations for cause
- h. Violations of law
- i. Other disputes

13. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement. If the Developer fails to perform its part of the Agreement by the time fixed in the Agreement for such performance the City may, at its election, terminate the Agreement.

14. NON-EMPLOYMENT RELATIONSHIP. The Developer acknowledges that its officers or employees are not employees of the City for any purpose, including Worker's Compensation. The Developer shall maintain appropriate insurance under the Worker's Compensation Act.

15. REPORTS AND INFORMATION. The Developer shall furnish the City information and/or periodic reports as the City may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this Agreement. At a minimum, the Developer shall be expected to submit if so requested by the City:

- a. Original audits and management letters related to such audits as may be required under this Agreement.
- b. The amount of the HOF investment the unit or per unit.
- c. Records concerning the equal opportunity and fair housing efforts of the Developer containing
 - i. Documentation of the actions taken by the Developer to affirmatively further fair housing, including a copy of the Developer's affirmative marketing policy as may be required under this Agreement.
 - ii. Documentation of actions undertaken to meet the requirements as may be required under this Agreement concerning equal opportunity.

16. MONITORING AND COMPLIANCE. The City reserves the right to make inspections and inquiries concerning the Project as the City deems necessary to assure compliance with all laws, regulations and terms of this Agreement.

17. INDEMNIFICATION. The Developer shall indemnify, defend and save harmless the City, its agents and employees from all suits, actions, claims, demands, losses, expenses, and/or cost of every kind and description including reasonable attorney's fees to which the City may be subjected or put by reason of injury including death to persons or damage to property, resulting

from the manner or method employed by the Developer, or from omission, neglect, default, or fraud by the Developer, in performance of this Agreement, or any part thereof. Further, the Developer hereby assumes full responsibility for the daily operation of the Project to be performed hereunder and agrees to hold the City harmless from any and all liability, which may arise in connection with the operation of such daily activities.

18. AGREEMENTS. All subsequent agreements entered into by the Developer for the rendering of services funded in whole or part by this Agreement shall be in writing and:

- a. Shall incorporate all terms contained herein.
- b. Shall be monitored for compliance and performance by the Developer.

19. INSURANCE.

- a. Comprehensive General Liability Insurance.

- i. The Developer shall purchase and maintain in full force and effect during the life of this Agreement, or any renewal or extension thereof, Comprehensive General Liability Insurance in the amount of not less than a single limit of Two Million Dollars (\$2,000,000.00) per occurrence combined for all damages arising out of bodily injury, including death, and property damage, which insurance shall cover the risks generally including in such a policy.

- ii. Additionally, in connection with the rehabilitation or construction activities resulting from this Agreement, the Developer shall also have included the following coverage under its General Liability Insurance:

- (A) Operations Liability Insurance;

- (B) Hazard Insurance. The Developer shall purchase and maintain in full force and effect during the life of this Agreement of any renewal or extension thereof Hazard Insurance in the amount of the appraised value of the Property; and

- (C) Flood Insurance. Flood Insurance, if any, required under this Agreement.

- b. City As Insured. Each of the insurance policies required by this Agreement shall name the City as an additional insured.

- c. Worker's Compensation. Except as otherwise provided by law, the Developer shall, at all times, maintain and keep in force such insurance as will protect it from claims under the Worker's Compensation Act.

- d. Department's Project Manager Involvement. The Developer shall furnish

the Department's project manager with proof of insurance prior to the signing of any agreement indicating compliance with all of the above. The Developer shall maintain said insurance with insurance underwriters authorized to do business in the State of Delaware. The Developer agrees to notify the project manager in writing as soon as practicable of any claim, demand or action arising out of an occurrence covered hereunder of which the Developer has knowledge. It is agreed that this policy is not subject to cancellation of or reduction in coverage until thirty (30) days prior written notice has been delivered to the Department's project manager.

20. NON-ASSIGNMENT. The Developer shall not assign, sell or convey any of the interest under this Agreement to any person without permission of the City. Any attempted assignment shall constitute grounds for immediate termination of this Agreement.

21. SUCCESSOR AND ASSIGNS. All of the covenants, provisions, terms and conditions of this Agreement and attachments thereto shall inure to the benefit and be binding upon the parties hereto, their successors and assigns.

22. PUBLICITY. The Developer shall mention or include the name of the City of Wilmington's Department of Real Estate and Housing in a conspicuous manner in any advertisement or publicity of any type pertaining to this program. The City must first approve such advertisement or publicity, which approval shall not be unreasonably withheld, prior to use.

23. COPYRIGHT. No report, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Developer.

24. SEVERABILITY. The invalidity or illegality of any provision of this Agreement shall not affect the remainder of this Agreement.

25. APPLICABLE LAW. The laws of the State of Delaware, City of Wilmington, and United States of America will govern this Agreement.

26. MODIFICATION OF TERMS. Any and all changes, modifications, or alterations shall be made in writing and must be signed by the City or its authorized delegate and the respective party that is authorized to sign on behalf of the Developer. Further, the Developer shall be held to the express terms of this Agreement and no change, modification or alteration of such terms shall be effective or valid absent a writing, setting forth the same, and signed by the aforementioned parties.

27. EQUAL OPPORTUNITY AND FAIR HOUSING.

a. No person in the United States shall on the grounds of race, color, sex, national origin, religion, or sexual orientation be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or

in part with HOF funds. In addition, the Developer shall comply with the following:

i. The requirements of the Fair Housing Act, 42 USC 3601-20, Title VI of the Civil Rights Act of 1964, 42 USC 2000d, and Executive Order 11063, as amended by Executive Order 12259, and the respective implementing regulations for each of these;

ii. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, 42 USC 6101-07, and the prohibitions against discrimination against handicapped individuals under 504 of the Rehabilitation Act of 1973, 29 USC 794, the Americans With Disabilities Act, and their respective implementing regulations;

iii. The requirements of Executive Order 11246 and its implementing regulations;

iv. The requirements of Executive Orders 11625, 12432 and 12138. The Developers shall make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.

b. The Developer, in marketing the units, shall affirmatively further fair housing which shall include providing information and otherwise attracting eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing. The Developer shall inform the public, owners, and potential buyers about Federal fair housing laws and the Developer's affirmative marketing policy. City will provide, upon request, appropriate assistance in affirmative marketing procedures.

28. LABOR.

a. The construction contract(s) must provide that all laborers and mechanics employed in the development of any part of the housing shall be paid not less than the wages prevailing in the locality as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 USC 276a to 276a-5). Such laborers and mechanics shall also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 USC 327 to 332). <http://www.gpo.gov/davisbacon/DE.html>

b. The Developer will comply with the regulations issued under the above-referenced acts and with other Federal laws and regulations pertaining to labor standards, as applicable. The Developer must certify compliance with the provisions of this section before any payments will be made to the Developer under this Agreement.

c. Once they are determined to be applicable, the wage provisions must be contained in the construction contract so as to cover all laborers and mechanics employed in the development of the entire project, including portions other than the assisted units. Arranging multiple construction contracts within a single project for the purpose of avoiding the wage provisions is not permitted.

d. The Developer must provide the Department with the following:

- i. copies of all construction contracts with general contractors and subcontractors for the Project;
- ii. letter from the prime contractor (on letterhead) stating the date that construction will begin on the Project;
- iii. the names and tax payer identification numbers for all general contractors and subcontractors for the Project; and
- iv. certified payroll reports and other supporting documentation for the Project as required by the Department.

29. HISTORIC AND ENVIRONMENTAL ASSESSMENT. The Developer must comply with all applicable environmental laws including but not limited to the provisions of the Architectural Barriers Act of 1968 and the Flood Disaster Protection Act of 1973. The Developer must comply with any environmental and/or historical preservation requirement established by the City's Department of Planning as a result of its review of a proposed project/activity performed pursuant to these Acts and other applicable laws and authorities.

30. LEAD-BASED PAINT. The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD lead-based paint regulations, 24 CFR Part 35. The City will make the inspections and certifications as may be required under this Agreement.

31. FLOOD INSURANCE. Under the Flood Disaster Protection Act of 1973, 42 USC 4001-4128, HOF funds may not be used with respect to the acquisition, new construction, or rehabilitation of a project located in an area identified by the Federal Emergency Management Agency ("FEMA") as having special flood hazards, unless: (1) the community in which the area is situated is participating in the National Flood Insurance Program, or less than a year has passed since FEMA notification regarding such hazards; and (2) flood insurance is obtained as a condition of approval of the commitment.

32. SOLID WASTE DISPOSAL. Solid waste generated by the construction, rehabilitation (including building conversion), demolition or public improvement activity must be hauled to the solid waste management facility certified to accept such materials.

33. ENCUMBRANCES, TAXES AND ASSESSMENTS. The Developer will not voluntarily create, cause or allow to be created any debt, lien, mortgage, charge or encumbrance against the Properties which in any way will impair or otherwise adversely affect the preservation of said Properties for the use of uses set out in Section 2 hereof. The Developer will from time to time duly pay and discharge, or cause to be paid and discharged when the same become due, all taxes, assessments and other governmental charges which are lawfully imposed upon the Properties and which if unpaid may by law become a lien or charge upon said Properties and thereby impair or otherwise adversely affect the holding of said Properties for the use or uses set out in Section 2 hereof.

34. CONSTRUCTION CONTRACT COMPLIANCE. All construction work for the Project shall be performed, to the extent applicable, in accordance with, but not limited to:

- a. Equal Employment Opportunity Act
- b. Fair Labor Standards Act
- c. State of Delaware and City of Wilmington Laws
- d. List of debarred, suspended or ineligible contractors
- e. Architectural Barriers Codes
- f. Fire Safety Codes
- g. Building, Housing and Zoning Codes
- h. State of Delaware/EPA Standards Regarding Asbestos
- i. Lead-Based Paint Regulations

35. RELIGIOUS ORGANIZATIONS. HOF funds may be provided to primarily religious organizations, such as churches, for any activity including secular activities. In addition, HOF funds may not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. However, HOF funds may be used by a secular entity to acquire housing from a primarily religious organization, and a primarily religious entity may transfer title to property to a wholly secular entity and the entity may participate in the HOF program. The entity may be an existing or newly established entity (which may be an entity established by the religious organization). The completed housing project must be used exclusively by the owner entity for secular purposes, available to all persons regardless of religion. In particular, there must be no religious or membership criteria for tenants of the Property.

36. RECORDS RETENTION

- a. All records, including bid documents, construction contracts, lease

agreements contracts and the records and reports referenced in Section 16 of this Agreement, must be retained by the Developer for three (3) years following the close-out of funds except that if any litigation, claim, negotiation, audit or other action has been started before the expiration of this period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular period, whichever is later.

b. The City or any of their representatives, have the right of access to any pertinent books, documents, papers and other records of the Developer in order to make audits, examinations, excerpts and transcripts.

37. PROHIBITION OF USE OF CITY OF WILMINGTON FUNDS FOR LOBBYING:

The Developer certifies, to the best of its knowledge, that:

a. No City of Wilmington 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 any agency, a Member of City Council, an officer or employee of City, or an employee of a Member of City Council in connection with the awarding of City of Wilmington contract, the making of any City of Wilmington grant, the making of any City of Wilmington loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any City of Wilmington contract, grant, loan, or cooperative agreement.

b. If any funds other than City of Wilmington appropriated funds have been paid or will be paid to a person for influencing or attempting to influence an officer or employee of any agency, a Member of City Council, an officer or employee of City, or an employee of a Member of City Council in connection with any City of Wilmington contract, grant, loans, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 failure.

38. AUDIT

a. The Developer shall maintain accounts and records, including personnel,

property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be reasonably deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City. These records will be retained for three years after the completion of the Project.

b. The Developer shall make Audit records available to the City upon receipt from the auditor when request by the City.

39. TERMS AND CONDITIONS. This Agreement is subject to and incorporates (a) the provisions attached hereto as Attachment B, being entitled General and Conditions / DBE guidelines for use of HOF and any City of Wilmington funds, dated February 3, 2010, and containing 42 pages.

40. COMPLIANCE WITH LAWS. Developer agrees to comply with all applicable Federal, State and local laws, regulations and policies governing HOF funds.

41. CONSTRUCTION OF TERMS. Whenever the singular number is used in this Agreement and required by the context, the same shall include the plural and words in the plural shall include the singular; the masculine gender shall include the feminine and the neuter gender and, when the sense so indicates, words of the neuter gender shall refer to any gender; and the word person shall include corporations, firms, partnerships, trusts, associations or other such recognized business relationships.

42. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. The Developer agrees to comply with all applicable Federal and State laws and regulations in the performance of this Agreement. The Developer also agrees to comply with all Federal and State laws and regulations, which become applicable to the Developer during the term of this Agreement.

43. EMINENT DOMAIN. No portion of the Property shall have been acquired by using, or threatening the use of, eminent domain.

44. NOTICE. Unless otherwise specifically indicated, an notices, demands, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed to have been given if an when sent by facsimile, personally delivered or one (1) business day after delivery to a nationally recognized overnight delivery service, with evidence of receipt to the following addresses (or such other address as a party may hereafter designate for itself by notice to the other party)

a) If to the City of Wilmington:

City of Wilmington Department of Real Estate & Housing
Louis L. Redding City/Cty Bldg., 7th Floor

800 French Street
Wilmington DE 19801
(302) 576-3000 (tel.)
(302) 573-5588 (fax)

with a copy to:

City of Wilmington Law Department
Louis L. Redding City/Cty Bldg., 9th Floor
800 French Street
Wilmington DE 19801
(302) 576-2175 (tel.)
(302) 571-4565 (fax)

b) If to the Developer:

Wilmington Housing Partnership
800 French Street, 7th Floor
Wilmington DE 19801
(302) 576-3000 (tel.)
(302) 571-4143 (fax)

[The remainder of this page was intentionally left blank. Signature pages follow.]

IN WITNESS WHERE OF, the parties hereto have set their hands the day and year written above.

WITNESS:

WILMINGTON HOUSING PARTNERSHIP

Ashley Christopher
Name: Ashley Christopher
Title Special Assistant to the Mayor

Steven T. Martin (SEAL)
By: Steven T. Martin, Executive Director

STATE OF DELAWARE)
) ss:
COUNTY OF NEW CASTLE)

On this, the 16th day of August, 2018, before me, the undersigned officer, personally appeared Steven T. Martin, who acknowledged himself to be the Executive Director of Wilmington Housing Partnership, Inc., and that he as such Executive Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing in the name of Wilmington Housing Partnership, Inc.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Cheryl Mitchell
Notary Public
Printed Name of Notary: Cheryl Mitchell
Commission Expires: October 22, 2019



[signatures continue on following page]



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**FINANCE - ACCOUNTS DIVISION
LOUIS L. REDDING - 5TH FLOOR
800 FRENCH STREET
WILMINGTON, DE 19801-3537**

accountspayable@wilmingtonde.gov

Purchase Order

Fiscal Year 2019

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES
PACKAGES AND SHIPPING PAPERS.

Purchase
Order #

190974-01

Retain this purchase order for proof of tax
exemption. Tax Exempt #51-0176414

Delivery must be made within doors of
specified destination.

V
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**WILMINGTON HOUSING PARTNERSHIP
800 N FRENCH ST FL 7
C/O REAL ESTATE AND HOUSING
WILMINGTON DE 19801-3590**

S
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**REAL ESTATE & HOUSING
CITY / COUNTY BLDG - 7TH FLOOR
800 FRENCH STREET
WILMINGTON, DE 19801-3537**

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
302-576-3004				1104			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
08/21/2018	21378					191 REAL ESTATE & HOUSE REHAB	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
	527/529 VANDIVER AVENUE-WHP						
1	527-529 VANDEVER AVE.-GAP FUNDING HOF. CONTACT YVONNE EXT. 3014			1.0	EACH	\$190,500.000	\$190,500.00
2	INCREASE TO COVER PROJECT#18029, \$650,000,, 03-15-2019			1.0	EACH	\$650,000.000	\$650,000.00
PO Total							\$840,500.00

* Important: Read terms and conditions provided as part of this purchase order.

PURCHASING & BILLING INFORMATION: (302) 576-2400

Purchasing Representative:

Tina M. Austin

Tina Romano

EXHIBIT B

**Schedule of Housing Properties, Sales Proceeds,
Sale Proceeds Used for Payment of 2016 Bond, Scheduled Funding Date**

Housing Properties	Number of Units	Sales Proceeds	Sale Proceeds used for Payment of 2016 Bond	Estimated Funding Date
513 Vandever Ave	1	110,000.00	50,000.00	10/30/2016
1013 Coleman Street	1	150,000.00	90,000.00	10/30/2016
907 Church St	1	120,000.00	75,000.00	11/30/2016
607 Church St	1	140,000.00	85,000.00	11/30/2016
703 Kirkwood	1	120,000.00	50,000.00	1/30/2017
801 Bennett	1	125,000.00	60,000.00	4/30/2017
523 Vandever	1	145,000.00	85,000.00	8/30/2017
525 Vandever	1	145,000.00	85,000.00	8/30/2017
527 Vandever	1	145,000.00	85,000.00	8/30/2017
529 Vandever	1	145,000.00	85,000.00	8/30/2017
4 7th Ave	7	945,000.00	425,000.00	12/30/2017
817-831 Bennett	4	500,000.00	260,000.00	3/30/2018
1400 Anchorage	15	2,475,000.00	1,225,000.00	1/30/2018-5/30/2018
800 Block Bennett	7	1,050,000.00	840,000.00	11/30/2017-1/30/2018
		6,315,000.00	3,500,000.00	

45%
60%
63%
61%
42%
48%
59%
59%
59%
59%
59%
45%
52%
49%
80%

Chase Line of Chase

Project	Number of units	Sales Proceeds	Used for line	Schedule funding date	Pct
4 7th Ave		7	250,000.00		125,000.00
1400 Anchorage		1	165,000.00		75,000.00
919 Kirkwood	1	27,900.00	20,000.00	1/15/2019	72%
529 Vandever	1	145,000.00	85,000.00	2/28/2019	59%
523 Vandever	1	145,000.00	65,000.00	2/28/2019	45%
1910 Lancaster	1	175,000.00	80,000.00	3/28/2019	46%
527 Vandever	1	145,000.00	65,000.00	3/30/2019	45%
525 Vandever	1	145,000.00	65,000.00	3/30/2019	45%
135 N. Clayton	1	37,500.00	20,000.00	3/30/2019	53%
834 Kirkwood Street	1	25,000.00	12,500.00	4/30/2019	50%
836 Kirkwood Street	1	25,000.00	12,500.00	4/30/2019	50%
838 Kirkwood Street	1	25,000.00	12,500.00	4/30/2019	50%
839 Kirkwood Street	1	25,000.00	12,500.00	4/30/2019	50%
819 N. Spruce	1	30,000.00	15,000.00	5/31/2019	50%
840 N. Spruce	1	30,000.00	15,000.00	5/31/2019	50%
801 Bennett	1	135,000.00	65,000.00	6/15/2019	48%
1325 W. 6th	1	65,000.00	30,000.00	6/30/2019	46%
800 Block Bennett	7	1,050,000.00	225,000.00	5/30/2018 - 7/30/2018	21%
716 Spruce	1	119,000.00	55,000.00	7/31/2019	46%
834 - 860 Bennett Street	5	649,500.00	400,000.00	3/30/2021	62%
1200 Block West 2nd St.	7	805,000.00	575,000.00	4/15/2020	71%
904 - 938 Bennett St.	16	2,142,400.00	1,350,000.00	8/30/2020	63%
		6,389,200.00	3,400,000.00		

City of Wilmington



MICHAEL S. PURZYCKI
Mayor

MEMORANDUM

TO: Council President Hanifa Shabazz, City Council Finance Chair Charles "Bud" Freel, At-Large Council Member and Finance Committee Member Ciro Adams and all Members of Council

FROM: Tanya L. Washington, Chief of Staff *TW*

DATE: June 20, 2019

RE: Information regarding WHP properties and market value

Council Member Adams requested information to share with fellow Council Members regarding the current inventory of properties owned by the Wilmington Housing Partnership (WHP). A list of WHP properties is attached to this memo along with their approximate market value which totals \$341,500.

I must underscore the fact that the Partnership is insolvent. It has no net assets. Against this list of questionable assets are almost \$4 million of creditor's claims including approximately \$925,000 from the city which were expended to assist with the completion of the Vandever Avenue "Walt's Way" project, to stabilize the Bennett Street project site and to satisfy debts owed to contractors on both projects as well as other miscellaneous accounts payable.

OFFICE OF THE MAYOR

LOUIS L. REDDING CITY/COUNTY BUILDING • 800 FRENCH STREET • WILMINGTON, DELAWARE • 19801-3537
WWW.WILMINGTONDE.GOV • PHONE: (302) 576-2100 • FAX: (302) 571-4102

. 836 BENNETT ST	Structure	\$3,000.00
. 838 BENNETT ST	Structure	\$3,000.00
. 839 BENNETT ST	Structure	\$3,000.00
. 840 BENNETT ST	Structure	\$3,000.00
. 841 BENNETT ST	Structure	\$3,000.00
. 842 BENNETT ST	Structure	\$3,000.00
. 845 BENNETT ST	Structure	\$3,000.00
. 847 BENNETT ST	Structure	\$3,000.00
. 848 BENNETT ST	Structure	\$3,000.00
. 850 BENNETT ST	Structure	\$3,000.00
. 851 BENNETT ST	Structure	\$3,000.00
. 852 BENNETT ST	Structure	\$3,000.00
. 854 BENNETT ST	Structure	\$3,000.00
. 855 BENNETT ST	Structure	\$3,000.00
. 856 BENNETT ST	Structure	\$3,000.00
. 857 BENNETT ST	Structure	\$3,000.00
. 860 BENNETT ST	Structure	\$3,000.00
. 861 BENNETT ST	Structure	\$3,000.00
. 863 BENNETT ST	Land	\$2,000.00
. 904 BENNETT ST	Structure	\$3,000.00
. 906 BENNETT ST	Land	\$2,000.00
. 907 BENNETT ST	Structure	\$3,000.00
. 908 BENNETT ST	Structure	\$3,000.00
. 909 BENNETT ST	Structure	\$3,000.00
. 910 BENNETT ST	Structure	\$3,000.00
. 911 BENNETT ST	Structure	\$3,000.00
. 912 BENNETT ST	Structure	\$3,000.00
. 914 BENNETT ST	Structure	\$3,000.00
. 915 BENNETT ST	Structure	\$3,000.00
. 916 BENNETT ST	Structure	\$3,000.00
. 917 BENNETT ST	Structure	\$3,000.00
. 918 BENNETT ST	Structure	\$3,000.00
. 919 BENNETT ST	Structure	\$3,000.00
. 921 BENNETT ST	Structure	\$3,000.00
. 922 BENNETT ST	Land	\$2,000.00
. 924 BENNETT ST	Land	\$2,000.00
. 924 1 2 BENNETT ST	Land	\$2,000.00
. 926 BENNETT ST	Land	\$2,000.00
. 927 BENNETT ST	Structure	\$3,000.00
. 928 BENNETT ST	Land	\$2,000.00
. 929 BENNETT ST	Structure	\$3,000.00
. 930 BENNETT ST	Land	\$2,000.00
. 932 BENNETT ST	Land	\$2,000.00

Address	Type	Value
523-529 Vandever	Structure - new construction	\$0.00
802, 804, 806, 808, 810, 812, 814	Structure - new construction	\$0.00
1910 LANCASTER AVE	Structure	\$5,000.00
1816 W SECOND ST	Structure	\$8,500.00
1225 MCCOY WAY	Land / park	\$0.00
1208 MCCOY WAY	Land / park	\$0.00
200 DELAMORE PL	Land	\$2,000.00
305 N BROOM ST	Structure	\$3,000.00
1204 W SECOND ST	Structure	\$3,000.00
1206 W SECOND ST	Land	\$2,000.00
1208 W SECOND ST	Land	\$2,000.00
1210 W SECOND ST	Land	\$2,000.00
1212 W SECOND ST	Land	\$2,000.00
1214 W SECOND ST	Land	\$2,000.00
1216 W SECOND ST	Land	\$2,000.00
1218 W SECOND ST	Land	\$2,000.00
1215 PLEASANT ST	Structure	\$7,500.00
1212 PLEASANT ST	Structure	\$7,500.00
1221 PLEASANT ST	Land	\$2,000.00
504 E FOURTH ST	Land	\$2,000.00
4 SEVENTH AVE	Structure	\$0.00
1315 BROWN ST	LAND	TBD
1400 ANCHORAGE ST	LAND	TBD
913 COLEMAN ST	Structure	\$5,000.00
907 COLEMAN ST	Structure	\$10,000.00
311 FIFTH AVE	Land	\$2,000.00
716 N SPRUCE ST	Structure	\$3,000.00
840 N SPRUCE ST	Structure	\$3,000.00
928 N PINE ST	Structure	\$20,500.00
1024 N PINE ST	Structure	\$13,500.00
703 BENNETT ST	Structure	\$3,000.00
801 BENNETT ST	Structure	\$3,000.00
802 BENNETT ST	Structure	\$3,000.00
804 BENNETT ST	Land	\$2,000.00
805 BENNETT ST	Land	\$2,000.00
806 BENNETT ST	Structure	\$3,000.00
808 BENNETT ST	Land	\$2,000.00
809 BENNETT ST	Land	\$2,000.00
810 BENNETT ST	Structure	\$3,000.00
812 BENNETT ST	Land	\$2,000.00
814 BENNETT ST	Land	\$2,000.00

934 BENNETT ST	Land	\$2,000.00
936 BENNETT ST	Land	\$2,000.00
938 BENNETT ST	Land	\$2,000.00
1002 BENNETT ST	Structure	\$3,000.00
1004 BENNETT ST	Structure	\$3,000.00
1010 BENNETT ST	Structure	\$3,000.00
1012 BENNETT ST	Structure	\$3,000.00
1013 BENNETT ST	Structure	\$3,000.00
1014 BENNETT ST	Structure	\$3,000.00
1018 BENNETT ST	Structure	\$3,000.00
1023 BENNETT ST	Structure	\$3,000.00
1024 BENNETT ST	Structure	\$3,000.00
1025 BENNETT ST	Structure	\$3,000.00
1134 DAVIS ST	Structure	\$3,000.00
1126 DAVIS ST	Land	\$8,500.00
1324 N CLAYMONT ST	Land	\$2,000.00
1320 N CLAYMONT ST	Land	\$2,000.00
1318 N CLAYMONT ST	Land	\$2,000.00
1316 N CLAYMONT ST	Land	\$2,000.00
915 VANDEYER AVE	Land	\$2,000.00
1522 W FOURTH ST	Structure	\$26,500.00

06.11.2019 - estimated market value

\$341,500.00

19074
act

CITY OF WILMINGTON, DELAWARE — PARTIAL RECEIVING REPORT

WILMINGTON HOUSING PARTNERSHIP

PURCHASE ORDER NO.

190974

V
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D
O
R

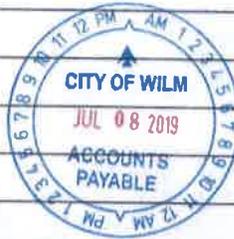
FINAL PAYMENT — CLOSE PO — CHECK AND ATTACH
SIGNED RECEIVING COPY OF PURCHASE ORDER

CONSTRUCTION

ACCTS. DIV. AUDIT:

DATE:

Item NO.	RECEIVED		DESCRIPTION
	QUANTITY	UNIT	
			INVOICE#
			523-529 VANDEVER AP6 -190974



FOR USE BY FINANCE OFFICE ONLY

BATCH NO.	CLAIM NO.	CLOSE PO	INVOICE NUMBER	INV. DATE	PAYMENT AMOUNT
			523-529 VANDEVER #15	7/5/19	
DUE DATE	SEP CK	SPECIAL REMITTANCE INFORMATION			ENTERED BY
					DATE
					7/8/19

FOR DEPARTMENT USE:

ACCOUNT CODES

ORG.	OBJECT	PROJECT	EXPENDITURE AMOUNT
39919000	74215	18029	87,717.33
7/5/19	<i>[Signature]</i> vkjones		

I CERTIFY THAT I HAVE RECEIVED THE ARTICLES OR SERVICES AS STATED ABOVE AND, THAT THEY ARE SATISFACTORY EXCEPT AS NOTED.

DEPT. HEAD OR AUTHORIZED AGENT

DATE

7/5/19

INVOICE

C/O Real Estate and Housing
800 N French Street FL7
Wilmington, DE 19801
(302) 576-3000

DATE:
INVOICE #
FOR:

July 5, 2019
523-529 Vandever-AP6
Construction
PO#190974

Pay To:
Wilmington Housing Partnership
800 N French Street, FL7
Wilmington, DE 19801

DESCRIPTION	AMOUNT
523-529 Vandever Ave Project	
Sitework	\$ 6,840.00
Concrete Work	\$ 7,886.00
Plumbing	\$ 5,573.33
Drywall	\$ 17,618.00
Paint	\$ 5,000.00
Flooring	\$ 16,000.00
Trim	\$ 8,000.00
Dumpsters	\$ 1,000.00
Kitchen Cabinets	\$ 8,000.00
Laborer	\$ 1,800.00
Construction Management	\$ 10,000.00
TOTAL	\$ 87,717.33

OK TO PAY
Date 7/5/19
PO# 190974



DEPARTMENT OF REAL ESTATE AND HOUSING
Construction/Rehabilitation Projects

INSPECTION AND PAYMENT APPROVAL FORM

Project Name: WILMINGTON HOUSING PARTNERSHIP.

Project Location: 523 - 525 Vandever Avenue, Wilmington, DE 19802 #Units: 4

Agency Contact Person: Robert Weir Telephone: (302) 576-3000

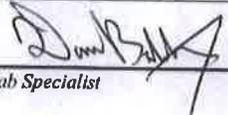
Contractor: N/A Telephone: ()

Date of Request: 7-02-2019

Amount of Request: \$ 87,717.33 Payment #: 6 ^{APP}

Percent of Job Completed to-date: 40% Invoice #: NOT Provided

Total Contract Price: \$ 640,745.74 Purchase Order# N/A

APPROVED FOR PAYMENT	NOT APPROVED FOR PAYMENT
Rehab Specialist Date: _____	 Rehab Specialist Date: <u>7/5/2019</u>
Contract Compliance Officer Date: _____	Contract Compliance Officer Date: _____

As directed by Alan Matas

COMMENTS

OK for

Caplan

7/5/19

Return Completed Form To:

DAVID BATCHELDER, Development Specialist
 (CITY OF WILMINGTON)
 Department of Real Estate and Housing
 800 French Street, 7th Floor
 Wilmington, DE 19801

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Wilmington Housing Partnership
 900 N French Street
 Wilmington, DE 19801

PROJECT: 523-529 Vendor are

AIA DOCUMENT G702

APPLICATION NO:

6

PAGE ONE OF

PAGES

FROM CONTRACTOR:

VIA ARCHITECT:

PERIOD TO: 7/1/19-8/1/19

PROJECT NOS:

Distribution to:	
OWNER	
ARCHITECT	
CONTRACTOR	X

CONTRACT DATE

2/1/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	640,745.74
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	640,745.74
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	303,078.24
5. RETAINAGE:		
a. 10% % of Completed Work	\$	30,307.82
b. (Column D + E on G703)	\$	Included in above
% of Stored Material		
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	303,078.24
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Lines 6 from prior Certificates)	\$	215,360.91
8. CURRENT PAYMENT DUE	\$	87,717.33
9. BALANCE TO FRUISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

TO OBTAIN THE APPLICATION FOR PAYMENT FROM PROJECT, THE OWNER AND THE CONTRACTOR OF 2008-2019 Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work performed previous Certificates for Payment were issued and payments received from the Owner, and that current payments shown herein is true and correct.

CONTRACTOR:

By:  DE

State of _____ County of, NCC day of _____

Notary Public: _____ My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and other Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Insurance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OK RLU
 6-25-19

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In calculations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage; for time items may apply.

APPLICATION NO: 6

APPLICATION DATE: 6/24/2019

PERIOD TO: 7/1/19 - 8/1/19

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)		E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (F-VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	THIS PERIOD	THIS PERIOD					
1	Site Work	\$10,000.00	\$0.00	\$6,840.00	- Yes	\$6,840.00	68.40%	\$3,160.00	\$0.00	\$0.00	
2	Concrete Work	\$37,950.00	\$0.00	\$7,286.00	No	\$7,286.00	20.79%	\$30,664.00	\$0.00	\$0.00	
3	Forming	\$9,338.24	\$9,338.24	\$0.00		\$9,338.24	100.00%	\$0.00	\$0.00	\$0.00	
4	Insulation Fire Caulk	\$16,800.00	\$8,000.00	\$0.00		\$8,000.00	50.00%	\$8,800.00	\$0.00	\$0.00	
5	Fencing	\$12,000.00	\$0.00	\$0.00		\$0.00	66.67%	\$12,000.00	\$0.00	\$0.00	
6	Electrical	\$30,000.00	\$20,000.00	\$0.00		\$20,000.00	13.50%	\$10,000.00	\$0.00	\$0.00	
7	HVAC	\$48,000.00	\$6,480.00	\$0.00		\$6,480.00	50.00%	\$41,520.00	\$0.00	\$0.00	
8	Plumbing	\$33,440.00	\$11,146.67	\$5,573.33	Yes	\$16,720.00	83.08%	\$8,822.00	\$0.00	\$0.00	
9	Drywall	\$32,500.00	\$26,000.00	\$17,618.00	No	\$43,618.00	27.47%	\$13,200.00	\$0.00	\$0.00	
10	Paint	\$18,200.00	\$0.00	\$5,000.00	No	\$5,000.00	48.82%	\$13,200.00	\$0.00	\$0.00	
11	Flooring	\$32,772.50	\$0.00	\$16,000.00	No	\$16,000.00	27.47%	\$23,162.00	\$0.00	\$0.00	
12	Doors	\$41,200.00	\$18,618.00	\$0.00	on site	\$18,618.00	44.94%	\$23,162.00	\$0.00	\$0.00	
13	Trim	\$16,000.00	\$0.00	\$8,000.00		\$8,000.00	50.00%	\$8,000.00	\$0.00	\$0.00	
14	Roofing	\$30,000.00	\$10,000.00	\$0.00		\$10,000.00	50.00%	\$10,000.00	\$0.00	\$0.00	
15	Brick	\$60,000.00	\$50,600.00	\$0.00		\$50,600.00	84.47%	\$9,320.00	\$0.00	\$0.00	
16	Sliding	\$30,000.00	\$17,898.00	\$0.00		\$17,898.00	59.66%	\$12,102.00	\$0.00	\$0.00	
17	Cleaning	\$8,000.00	\$0.00	\$0.00	Yes	\$0.00	10.00%	\$8,000.00	\$0.00	\$0.00	
18	Demolition	\$10,000.00	\$0.00	\$1,000.00		\$1,000.00	10.00%	\$9,000.00	\$0.00	\$0.00	
19	Kitchen Cabinets	\$17,200.00	\$0.00	\$8,000.00	No	\$8,000.00	46.22%	\$9,200.00	\$0.00	\$0.00	
20	Kitchen Counters	\$15,200.00	\$0.00	\$0.00		\$0.00		\$15,200.00	\$0.00	\$0.00	
21	Appliances	\$22,000.00	\$0.00	\$0.00		\$0.00		\$22,000.00	\$0.00	\$0.00	
22	Labor	\$14,400.00	\$7,200.00	\$1,800.00	No	\$9,000.00	62.50%	\$5,400.00	\$0.00	\$0.00	
23	Landscapeing	\$15,865.00	\$0.00	\$0.00		\$0.00		\$15,865.00	\$0.00	\$0.00	
24	Construction Management	\$30,000.00	\$30,000.00	\$10,000.00	No	\$40,000.00	80.00%	\$10,000.00	\$0.00	\$0.00	
25	Contingency	\$30,000.00	\$0.00	\$0.00		\$0.00		\$30,000.00	\$0.00	\$0.00	
GRAND TOTALS		\$606,767.74	\$215,346.91	\$87,717.33	\$0.00	\$303,078.24	47.38%	\$337,667.50	\$0.00	\$0.00	

Users may obtain validation of this document by requesting of this licensee a completed AIA Document D401 - Certification of Document's Authenticity



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Wilmington City Council

Herbert Inden
Director, Dept. of Planning and Development
City of Wilmington

Hughlett Kirby
Vice President Business Development
Cinnaire

Sharon Oras Morgan, Esquire
Fox-Rothschild LLP

Tanya Washington
Chief of Staff
City of Wilmington