Contract No.12201006

THIS CONTRACT, entered into as of this 13th day of July, 2011 by and between Norman W. Johnson Builders LLC herein called the "CONTRACTOR") and the Delaware State Housing Authority (herein called DSHA),
WITNESSETH THAT:

WHEREAS, DSHA desires to engage the CONTRACTOR to render certain professional services hereafter described.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of CONTRACTOR. DSHA hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth in connection with the project of DSHA.

2. Area Covered. The CONTRACTOR shall perform all the necessary services provided under this Contract in connection with and respecting the State of Delaware or component parts thereof.

3. Scope of Services. The CONTRACTOR shall do, perform, and carry out, in accordance with Attachment "A" and Attachment "B", in a satisfactory and proper manner, as determined by DSHA, the services identified in Attachment "A" and Attachment "B" of this Contract.

4. Data to be Furnished to CONTRACTOR. All information, data, reports, and records, as are existing, available, easily retrievable and necessary for the carrying out of the work shall be furnished to the CONTRACTOR without charge by DSHA, and DSHA shall cooperate with the CONTRACTOR in every way possible in the carrying out of the scope of services.

5. Personnel.

a. The CONTRACTOR represents that it has, or will retain at its own expense, all personnel required in performing the services under this Contract.

b. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

c. None of the work or services covered by this Contract shall be subcontracted without prior written approval of DSHA.

d. The CONTRACTOR represents that it has a State License, Workers' Compensation insurance, as required by law, and public liability insurance in an amount, upon terms and with a company acceptable to DSHA. The CONTRACTOR agrees to promptly provide evidence of such insurance at the request of DSHA.

6. Effective Date and Time of Performance.

a. The rights and obligations of each party to this Contract shall not be effective and no party shall be bound by the terms of this Contract unless and until a valid executed State purchase order has been approved by the Secretary of Finance in all cases when such a purchase order is to be used to encumber funds.

b. The services of the CONTRACTOR are to commence upon execution of this Contract and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed no later than February 29, 2012 unless revised by Formal Amendment to this Contract.

7. Total Cost and Compensation.

a. It is agreed that the total cost for the services performed under this Contract shall not exceed Five Hundred Eight Thousand Eight Hundred Ten and 00/100 Dollars ($508,810.00), which shall constitute full and complete reimbursement for the CONTRACTOR'S services hereunder, unless revised by Formal Amendment to this Contract.

b. Such sums will be paid in the manner specified in Paragraph 8, subject to receipt of a requisition for payment from the CONTRACTOR specifying in a manner prescribed by DSHA that it has performed the work under this Contract in conformance with the Contract.

c. The CONTRACTOR will be responsible for all costs that are incurred in excess of the total cost of this Contract or any amendment hereto, except as described in Paragraph 12.

d. If sufficient funds are not appropriated by the Delaware General Assembly or other appropriate Federal or State agency to sustain, in whole or in part, DSHA's performance under this agreement, or if such appropriation is reduced such that its amount is insufficient to sustain said performance, this agreement shall be terminated at the insistence of DSHA in which case either party shall not have any further obligation to the other party except that CONTRACTOR shall be entitled to be paid for all work completed as well as any other expenses incurred as of the date of termination.

8. Method of Payment. The CONTRACTOR will be reimbursed for services rendered under this Contract upon receipt and approval, by DSHA, of a detailed invoice for these services.

9. Detail of Invoice. The CONTRACTOR shall detail the invoice as follows:

a. Dates covered by the invoice.

b. Description of individual work items completed.

c. Amount of individual work items completed.

d. Amount of Invoice.

10. Termination of Contract for Cause. If, through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, DSHA shall thereupon have the right to terminate this Contract and specify the effective date thereof, at least five (5) days before the effective date of such termination.

NOTWITHSTANDING THE ABOVE, the CONTRACTOR shall not be relieved of liability to DSHA for damages sustained by DSHA by virtue of any breach of the Contract by the CONTRACTOR, and DSHA may withhold any payments to the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due from the CONTRACTOR to DSHA is determined.

11. Termination for Convenience of DSHA. DSHA may terminate this Contract without cause at any time by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contract is terminated by DSHA as provided herein, the CONTRACTOR will be paid only for work completed. If this Contract is terminated due to the fault of the CONTRACTOR, Paragraph 10, above, relative to termination shall apply.

12. Changes. DSHA may, from time to time, require changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between DSHA and the CONTRACTOR shall be incorporated in written amendments to this Contract.

13. Assurances. The CONTRACTOR hereby assures and certifies that:

a. It possesses legal authority to enter into this Contract; that, if applicable, a resolution, motion or similar action has been or will be duly adopted or passed as an official act of the CONTRACTOR'S governing body, authorizing the execution of this Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the CONTRACTOR to act in connection with the Contract and to provide such additional information as may be required.

b. The CONTRACTOR represents that it has been duly licensed under applicable law.

14. Interest of Members of DSHA. No officer, member, or employee of DSHA and no members of its governing body, or of the Housing Council, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

15. Assignability/Subcontracting of Work. The CONTRACTOR shall not assign any interest in this Contract, shall not subcontract any work hereunder, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of DSHA thereto; provided, however, that claims for money due or to become due to the CONTRACTOR from this Contract may be assigned to a bank, trust company or other financial institution without such approval; however, notice of any such assignment or transfer shall be furnished promptly to DSHA.

16. Interest of CONTRACTOR. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed by CONTRACTOR.

17. Findings Confidential. Any reports, information, findings, data, etc., whether oral or written, which is supplied to, available to, or assembled by the CONTRACTOR pursuant to this Contract is referred to, and defined herein, as "Confidential Information".

CONTRACTOR covenants and agrees to hold in trust and confidence all Confidential Information and agrees not to disclose the Confidential Information to any third party.

CONTRACTOR shall notify DSHA within 24 hours of any request by a third party to disclose any Confidential Information so that DSHA may seek appropriate relief by court order or waive compliance with the provisions of this paragraph.

The breach of this provision will be deemed a material breach of this Contract entitling DSHA to terminate this Contract without liability therefor and/or to seek damages from the CONTRACTOR for breach hereof.

18. Officials Not To Benefit. No Members of, or Delegates to, the Congress of the United States of America, or to the Legislature of the State of Delaware, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

19. Access to Records and Right to Audit. The CONTRACTOR agrees that DSHA, the State Auditor, the State Treasurer, or any of their duly authorized representatives, shall, until the expiration of three years after expenditure of funds under this Contract, have access to and the right to examine directly any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpt, and transcriptions.

20. Compliances. The CONTRACTOR shall comply with all applicable state, local, or federal statutes, ordinances, or regulations applicable thereto, including, but not limited to, the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity required by Executive Order 11246, the Equal Opportunity Clause published at 41 CFR 60 - 1.4 (a)(b) and the Standard Federal Equal Employment Construction Contract Specifications required by Executive Order 11246, if this Contract exceeds Ten Thousand Dollars ($10,000.00) and is financed whole, or in part, by the U.S. Department of Housing and Urban Development.

It is understood that in the construction or rehabilitation of properties, that lead-based paint requirements of 24 CFR, Part 35, Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et. seq.) be adhered to.

21. The CONTRACTOR hereby states that it has not employed or retained any company or person, other than a bona fide employee working primarily for the CONTRACTOR and as indicated under paragraph 5 to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the CONTRACTOR and as indicated under paragraph 5 any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For the breach of violation of this provision, DSHA shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

22. Indemnification/Subcontractor. In the event that DSHA authorizes subcontracting work to be performed under this contract, CONTRACTOR agrees that any subcontract shall preserve and protect the rights of DSHA under this Contract with respect to the work to be performed by the subcontractor. CONTRACTOR shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the contract documents to which the subcontractor will be bound and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the contract documents. CONTRACTOR covenants and agrees to indemnify and hold harmless DSHA of and from any and all mechanics' lien claims filed by any such subcontractor together with any attorneys fees and other expenses incurred by DSHA in connection with any such claims and shall cause any

such mechanics' lien claims to be discharged of record by bonding or otherwise within twenty (20) days of the filing of any such lien claim.

23. Non-Resident Surety Bonds. Any nonresident CONTRACTOR or subcontractor who is awarded a Contract in the State of Delaware shall, in addition to complying with the licensing requirements under Chapter 25 of Title 30, Delaware Code, also provide evidence of compliance with the surety bond provisions of 30 Del.C. Section 375 before commencement of construction or other services.

24. The parties acknowledge that conflicting and inconsistent provisions may appear in this contract and Attachment "A" and Attachment "B"; the parties further acknowledge that to the extent of any such conflicting or inconsistent provisions that the terms of this Contract shall control.

SIGNATURE PAGES INTENTIONALLY REMOVED