

#1-4205 City of Gary
R-57435 821 Broadway, Gary
attn: Naomi

893408

RENTAL REHABILITATION SELF-HELP AGREEMENT

Mr. Frederick Lewis

of 5528 Van Buren, Merrillville, IN 46410

(referred to in this AGREEMENT as the "BORROWER"), desiring to rehabilitate property located at 304 E. 6th, Gary, IN (the "PROPERTY") using RENTAL REHABILITATION PROGRAM FUNDS, and MAYOR'S OFFICE OF HOUSING CONSERVATION (referred to in this AGREEMENT as the "LPA"), agree to the following terms and conditions:

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

PART I SPECIFIC TERMS

1. **EFFECTIVE DATE.** This Agreement shall be of no force or effect until January 6 19 87 (referred to in this Agreement as the "EFFECTIVE DATE"). If any work is commenced or materials are delivered to the Property before the Effective Date, the LPA may, at its option, cancel this Agreement and terminate the **RENTAL REHABILITATION DEFERRED LOAN AGREEMENT**.

2. **THE AGREEMENT.** This Agreement consists only of this Part I (Specific Terms), Part II (Standard Terms), and the following attachments:

- A. Schedule of Work (containing price and detailed description of each item of work)
- B. Federal Labor Standards (if required under paragraph 7 of this Part I)
- C. Section 8 Housing Quality Standards
- D. Subcontracts
- E.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
DEC 29 10 44 AM '85
RODOLPH CLAY
RECORDER

3. **REHABILITATION WORK.** The **BORROWER** agrees to accomplish, or cause to be accomplished, work as described in the schedule of work in accordance with each and every condition of this Agreement. As used in Part II of this Agreement, the term "**CONTRACTOR**" shall be construed to mean "**BORROWER**" with respect to all work to be physically performed by the Borrower, and the term "**OWNER**" shall be construed to mean "**Borrower**" in all instances, except that all rights to declare the Borrower (whether acting as **Owner** or **Contractor**) in default, and all attending remedies, shall belong to the LPA.

5.50
CT

4. **COMMENCEMENT AND COMPLETION.** The **Borrower** agrees to commence, or cause to be commenced, the actual work described in the Schedule of Work within 30 days after the **Effective Date**. The **Borrower** agrees to complete all of the work within 4 months after the **Effective Date** of this contract plus the period of any excusable delays found to exist by the **LPA** (including strikes, acts of **God**, or other reasons beyond the control of the **Borrower** or **LPA**). Increases in the cost of any or all items described in the Schedule of Work shall not excuse the **Borrower** from performance of any part of this **Agreement**, and the **Borrower** shall furnish any additional funds necessary to meet cost overruns exceeding the contingency (if any) factor specified in the Schedule of Work.

5. **DISBURSEMENTS.** The **Borrower** agrees that progress payments for work completed shall be disbursed after inspection and approval of the work by the **LPA**, according to a percentage of work completed less a holdback of 50 % of the value of the work completed. Final payment shall not be due before completion of the work, and acceptance of work by the **LPA** as in compliance with the terms of this **Agreement**. In no event shall the **LPA** disburse to the **Borrower's** account, an amount for any item greater than 10 % of the price specified in the Schedule of Work.

6. The **Borrower** further agrees that:

a. The disbursements made in accordance with paragraph 5, above, shall not include any compensation for the labor of the **Borrower** or his family, and any disbursement to the **Borrower** for materials shall be made only after the materials have been properly installed in accordance with the Schedule of Work.

b. The **Borrower** shall enforce each and every term of the **subcontracts** contained in Attachment D, and shall be responsible for coordinating the work of the subcontractors.

c. Any **subcontractor** may be paid the unpaid balance due under the applicable subcontract, including the holdback, after the following conditions are met: satisfactory completion of the subcontract, acceptance of the work by the **LPA** and **Borrower**, permit sign-off, submission of satisfactory **waiver of liens** or a bond satisfactory to the **Borrower** and **LPA** indemnifying the **Borrower** against any lien, and submission of all warranties and guarantees.

The **Borrower** acknowledges that it is a material breach of this **Contract** to request or accept a progress payment which is in excess of the value of the work completed as listed in the Schedule of Work (less the required holdback) at the time such payment is requested.



BORROWER/FREDERICK LEWIS

12-17-86
DATE

MAYOR'S OFFICE OF HOUSING CONSERVATION
LOCAL PUBLIC AGENCY

12-17-86
DATE

BY 

NAOMI J. JEFFERSON

DIRECTOR
TITLE