

R-57441

#1-4225 City of Gary, Mayor's office  
of Housing Conservation  
221 Broadway, Gary  
attn: Naomi

RENTAL REHABILITATION SELF-HELP AGREEMENT

J 893417

Benjamin R. Coleman  
of 2705 Wabash Avenue, Gary, Indiana 46404  
(referred to in this **AGREEMENT** as the "**BORROWER**"), desiring to rehabilitate property  
located at 257 Chase Street (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:

PART I SPECIFIC TERMS

1. **EFFECTIVE DATE.** This Agreement shall be of no force or effect until Nov. 21  
19 86 (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.

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**.

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION  
RECORDED  
NOV 21 1986  
10:44 AM '86

550  
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 four 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 Borrower is responsible for selecting all subcontractors necessary to complete the rehabilitation work described in the Schedule of Work;

b. No subcontractor may be selected without the prior approval and concurrence of the LPA;

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; and

d. The Borrower shall pay into an escrow account established by the LPA the amount by which the price of any subcontract exceeds 110% of the estimated price for the work set forth in the Schedule of Work.


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  
Benjamin R. Coleman

November 21, 1986  
DATE

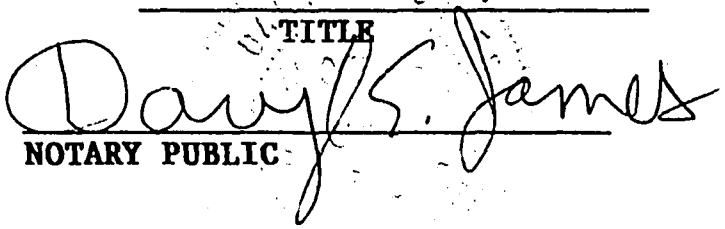
Mayor's Office of Housing Conservation  
LOCAL PUBLIC AGENCY

November 21, 1986  
DATE

BY   
\_\_\_\_\_  
Naomi J. Jefferson

Director: \_\_\_\_\_  
TITLE

My Commission Expires 10-5-90

  
\_\_\_\_\_  
NOTARY PUBLIC

This instrument prepared by: Mary E. Watkins