

City of Gary  
Mayor's Office  
Housing Conservation

C-433090 LD  
acct # 9-4466

FILED

DEC 14 1987

James N. Antone  
AUDITOR LAKE COUNTY

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

REHABILITATION CONTRACT

954508

THIS AGREEMENT, made and entered into this 2nd day of November,  
19 87, by and between All Home Craftsmen, Inc. hereinafter called  
the "Contractor" and Spiros and Maria Bamiatzis hereinafter called the  
"Owner". In consideration of the mutual premises and agreements contained herein  
the undersigned CONTRACTOR and OWNER agree as follows:

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
DEC 14 10 24 AM '87  
LILLIAN BLASTIKOR  
RECORDER

I. SCOPE OF WORK:

(1) CONTRACTOR agrees to furnish all labor, materials, tools, equipment,  
supervision and services necessary to do the work specified in the  
"LIST OF WORK" attached hereto and made a part hereof in a workmanlike  
manner. The property to be improved is commonly known as 7320  
Indian Boundary Gary, Indiana and legally described as  
Lot 22 and the East 12 1/2 feet of Lot 21, Block 8, Norcott's Addition  
to Indiana, in the City of Gary, as shown in Plat Book 1, page 14,  
Lake County, Indiana.

# 46-94-22

CONTRACTOR agrees to remove boards on structure at commencement of work  
and to return same to the Mayor's Office of Housing Conservation or to  
a place specified by that agency.

II. TIME OF COMPLETION:

(1) CONTRACTOR agrees to furnish to the Office of Housing Conservation (OHC)  
all necessary building permits within fifteen (15) days after notifica-  
tion of the loan closing unless granted an extension by (OHC). CONTRACTOR  
further agrees not to begin the work to be performed until receipt of  
written "NOTICE TO PROCEED," from OHC after which the Contractor shall  
begin work within 10 calendar days. It is understood that the  
Contractor shall complete the work within 120 calendar days of  
receipt of the "NOTICE TO PROCEED". It is further understood and  
agreed that time is of the essence and the Contractor agrees to begin  
the actual work covered by this contract with all due diligence so  
as to complete all work under this contract within the time specified  
herein.

CB  
1987

### III. CONTRACT SUM AND PAYMENT SCHEDULE:

- (1) **Owner** hereby agrees to pay **Contractor** for the performance of the work detailed in the **LIST OF WORK** the sum of \$ 7,350.00 to be paid in accordance with one of the following provisions:
- a. In the event that a grant is used to cover the cost of rehabilitation, **Contractor** shall be paid in one (1) lump sum upon the completion of all work. In no event shall the **Contractor** be paid prior to inspection and approval of the work by OHC building inspectors.
  - b. In the event that a loan is used to cover the cost of rehabilitation, **Contractor** shall be paid in up to, but not to exceed, two (2) partial payments and one (1) final payment. It is within the **Contractor's** discretion to determine the number of partial payments desired within these limitations. The amount of the partial payment paid to the **Contractor** by OHC shall equal eighty percent (80%) of the value of the work completed at the time of the request for partial payment. In the event that two (2) partial payments are made, the amount of the second partial payment shall equal eighty percent (80%) of the value of the work completed between the first partial payment request and the second request. No partial payments shall be made before at least fifty percent (50%) of all work has been completed. Partial payment requests shall specify each item completed on the **LIST OF WORK** and shall have a dollar value affixed thereto. **Contractor** shall present with the request for partial payment a certificate of partial completion executed by the **Owner**. No partial payment shall be made prior to inspection and approval by OHC building inspectors. The balance of the contract price shall be paid upon the completion of all work, subject to inspection and approval of OHC building inspectors. Presentation of final release of liens from contractor and all subcontractors.

### IV. FINANCING:

- (1) Prior to commencement of said construction work, **owner** hereby agrees to furnish **Contractor** and OHC with satisfactory evidence that the financing of the work has been provided for and that payment will be made in accordance with the above designated schedule of payment.

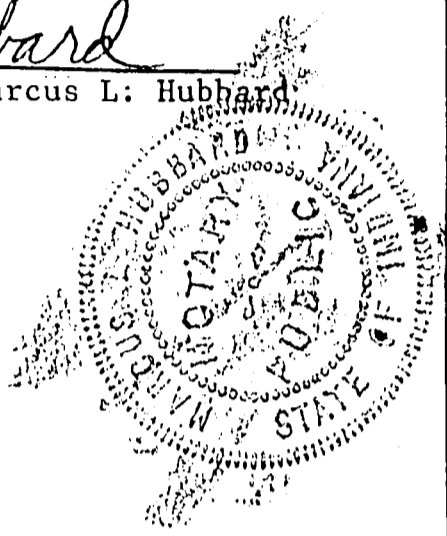
### V. ESCROWEE AND MORTGAGEE:

- (1) **Contractor** hereby agrees to comply with the regulations of escrowee and mortgagee, where applicable, and upon request, to enter into agreements with the escrowee and/or mortgagee with regard to disbursement of funds.

Before me, the undersigned, a Notary Public in and for said County and State, this 2nd day of November, 1987, personally appeared SPIROSAND MARIA BAMIAZIS, as Owner, and acknowledged the execution of the foregoing Contract. In witness whereof, I have hereto subscribed my name and affixed my official seal.

MARCUS L. HUBBARD  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXP. SEPT 17, 1991

Marcus L Hubbard  
NOTARY PUBLIC Marcus L: Hubbard



My Commission Expire:  
September 17, 1991

**VI. DELAY IN COMMENCEMENT OF WORK:**

- (1) In the event the **Contractor** fails to proceed with the work within the time limit specified in the Contract, the **Owner** shall notify the **Contractor** in writing by certified mail that if the work is not started within ten (10) days from receipt of said notice, the **Owner** may, at his option, declare the **Contractor** in default and terminate the Contract without notice.
- (2) It is understood and agreed that the **Contractor** shall immediately notify the **Owner** in writing of any unavoidable delay in the commencement of work. Said notice shall state the reasons for the unavoidable delay (e.g., inclement weather or back orders for material) and the approximate number of days the **Contractor** expects to be delayed. The **Contractor** shall, after notice to the **Owner**, have any automatic extension of ten (10) days for the commencement of work. The **Owner** may, at his option, grant an additional extension. If the extension of time is violated, the **Owner** has the right to terminate the contract without notice.
- (3) In the event the **Contractor** is declared in default pursuant to Subsections 1 or 2 above, and his right to proceed under the Contract terminated, the **Owner** must, within seven (7) calendar days of the termination, send written notification to the **Contractor** and OHC by certified mail that the Contract has been terminated.
- (4) It is further understood and agreed that in the event the, **Contractor**, is declared in default by the **Owner**, the **Owner** may procure the services of another contractor to complete the work, and hold the **Contractor** liable for any additional costs incurred thereby and any damages resulting to the **Owner** by reason of said default.

**VII. EXCUSABLE DELAYS IN COMMENCEMENT OR COMPLETION OF WORK:**

- (1) It is further understood and agreed that should the **Contractor** be obstructed or delayed in the commencement or completion of the work under this **Contract** by any act or delay of the **Owner** and/or concerned Governmental Agency, escrowee or mortgagee, or any Act of God, then the time herein fixed for the completion of said work will be extended for a period equivalent to the time lost by reason of such acts.

**VIII. DISPUTES FOLLOWING COMMENCEMENT OF WORK:**

- (1) In the event of any dispute arises under this Contract of and following the commencement of work, it is understood and agreed that the aggrieved party shall have the following recourse:

- a. Within seven (7) calendar days of the occurrence of said dispute, the aggrieved party must send written notification by certified mail to the other party and the OHC. Said notification shall state the reasons for the dispute and shall request a meeting with all parties, said meeting to be held at OHC within five (5) business days of receipt of the notification by the OHC.
  - b. Whenever a controversy with regard to any phase of this contract arises between the parties that cannot be resolved within two (2) weeks of the meeting referred to in (a), the parties specifically agree to submit such controversy to binding arbitration, pursuant to Indiana Code 34-4-2. The arbitration panel shall consist of three (3) persons to be named as follows: Each party shall have the right to name one (1) arbitrator to the panel. The third arbitrator shall be the Director (or Acting Director) of the Mayor's Office of Housing Conservation for the City of Gary, Indiana. The will of the majority of arbitrators shall be sufficient to return an award. Procedure pertaining to arbitration as dictated by Indiana Code 4-4-2 shall be made applicable to this arbitration agreement.
- (2) If for any reason **Contractor** is declared in default of this contract, **Owner** may procure the services of another **Contractor** to complete the work and hold **Contractor** liable for any additional costs incurred thereby and any damages resulting to **Owner** by reason of said default. **Owner** shall send written notification to **Contractor** by certified mail, return receipt requested ten (10) days prior to his declaration of default.

**IX. GENERAL CONDITIONS:**

- (1) The following general conditions shall be part of this Contract:
- a. **Rehabilitation Loan and Grant.** The **Owner** proposes to pay for the work by means of a Grant or Loan from the United States, payable through the Office of Housing Conservation of the City of Gary, Indiana (OHC), and the **Contractor** agrees that no partial or final payment shall be due him until the work is completed, inspected and approved by the OHC in accordance with Section III. The **Contractor** will cooperate with the **Owner** by furnishing lien waivers, releases and other documents as required by the OHC.
  - b. **Indemnification.** The **contractor** agrees, but not by way of limitation, to protect, indemnify and hold harmless the **Owner** and the OHC, its officers, commissioners and employees, against any and all losses, claims or suits (including costs and attorney's fees) for or on account of the following: injury to or death of persons; sickness or disease; loss, damage or destruction of property belonging to either the **Owner** or other; non-compliance with the Fair Labor Standards Act of 1933, if the above occurs by reason of the act or neglect of the **Contractor**

his employees or agents (including Subcontractors) in connection with the performance of the Contract.

- c. **Insurance.** Before commencing work the Contractor shall furnish the OHC with certificates showing that the following insurance is in force. Policies shall be submitted for approval of OHC and shall be endorsed to provide that the policies will not be cancelled or changed until ten (10) days after written notice of change or cancellation has been delivered to the OHC. Coverage shall be least as follows:

	<u>BODILY INJURY</u>	<u>PROPERTY DAMAGE</u>
Manufacturer's & Contractors	\$100,000/200,000	\$100,000
Independent Contractor's	\$100,000/200,000	\$100,000
Product incl. Completed Operations	\$100,000/200,000	\$100,000
Hold Harmless (Contractual)	\$100,000/200,000	\$100,000
Auto Owned, Hired or Leased	\$100,000/200,000	\$100,000
Workmen's Compensation	Statutory	\$ 50,000

If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and new certificates shall be furnished to the OHC.

- d. **Liens and Waivers of Liens.** The Contractors agrees to waive, and does hereby waive and relinquish, all right to lien upon the real estate herein above described and the building to be improved thereon in accordance with the terms of this contract, and the Contractor expressly agrees that no lien shall attach to the real estate, building structure or any other improvement of the Owner, either on behalf of the Contractor herein or on behalf of the subcontractors, the mechanic, journeymen, laborers, materialmen, or persons performing labor upon or furnishing materials and machinery for such property or improvement of said Owner, and the said Contractor does hereby expressly waive all right to any such lien under the laws of the State of Indiana for and on behalf of himself and all other such persons furnishing labor and materials, as foresaid, in any form or manner whatsoever for the erection, construction and completion of said rehabilitation of said dwelling house.

It is further agreed that this Contract shall be filed and recorded in the Recorder's Office of Lake County, Indiana, and that the filing and recording of same shall be constructive notice of its content and of the fact that this is a no lien contract to all parties or persons whomever.

**Contractor** shall furnish a waiver of lien at the completion of his work that the contents and conditions of this paragraph have been complied with, and shall furnish such waiver to the **Owner** and OHC before partial or final payment is made hereunder. It is further understood and agreed that the **Contractor** will furnish the **Owner** and OHC waivers of mechanic's liens from sub-contractors, laborers, and materialmen who have done work on or furnished material for said contract before partial or final payment. Further, the **Contractor** shall, at **Owner's** request, post notice that conforms to the Indiana Statutes on "NO LIEN CONTRACTS."

- e. **Changes in the Work.** No modifications of this Contract shall be made except by written instrument, signed by the **Contractor**, accepted by the **Owner** and approved by the OHC.
- (1) The cost or credit to the **Owner** resulting from a change in the work shall be determined in one or more of the following ways:
- a. By mutual acceptance of a lump sum. The cost of each item must be property itemized;
  - b. By unit prices stated on the Contract Documents or subsequently agreed upon; or
  - c. By actual cost and a mutually acceptable fixed or percentage fee.
- f. **General Guaranty.** The **Contractor** shall remedy any defect due to faulty material or workmanship and pay for any damage resulting therefrom which shall appear within the period of one (1) year from final payment. Any disputes arising from the **Contractor's** guaranty shall be handled in accordance with the provisions of Section VIII.
- Further, **Contractor** will furnish **Owner** with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under this Contract. Unless otherwise specified all materials shall be new and both materials and workmanship shall be of good quality. The **Contractor** shall not employ any unfit person on the premises nor anyone not skilled in the work assigned him.
- g. **The Sub-contractors and Assignments.** Assignment of the Contract shall be made without the written consent of the **Owner** and the approval of the OHC.
- h. **Permits and Codes.** The **Contractor** will secure at his own expense all necessary permits and licenses required to do the work and to comply with all building and code regulations and ordinances whether or not covered by the specifications and drawings for the work. **Contractor** understands that all necessary permits must be obtained prior to receiving the **Notice(s) to Proceed(s)**.

**Equal Employment Opportunity.** (Contracts subject to Executive Order 11246). During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or any applicant for employment because of race, creed, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to the race, creed, color, sex, or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous place, available to employees and applicants for employment, notice to be provided by the municipality setting forth the provisions of this non-discrimination clause.
- (2) The Contractor will, in all solicitations and advertisements for employees placed by or on behalf of the Contractors, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Owner, advising the labor union or worker's representative of the Contract's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his Secretary of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Contractor's noncompliance with the non-discrimination clause of this Contract or with any of such rules, regulations or order, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September, 1965, and



such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor or as otherwise provided by law.

- (7) The Contractor will include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or purchase order as the Owner may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Owner, the Contractor may request the United States to enter into litigation to protect the interest of the United States.
- j. Responsibilities of Owners. If the property is vacant during the performance of this contract, the contractor will be responsible for paying all utilities. If the property is occupied during the time of performance of the contract, the contractor shall pay twenty percent (20%) of all utility bills incurred during the period of performance of this contract.
- k. Occupancy Provision. The premises are to be (occupied) (vacant) during the course of the construction work.
- l. Condition of Premises. The Contractor agrees to keep premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor unless stated otherwise.
- m. Interest of OHC Personnel and Local Public Officials. No member of the governing body of the OHC who exercise any functions or responsibilities in connection with the administration of the federal or local loan program, and no other officer or employee of the OHC or public official of the City of Gary, who exercises such functions or responsibilities, and no member of the City Council of the City of Gary, shall have any interest, direct or indirect, in this Contract.
- n. Contractor agrees to comply with the OHC Specifications instructing the Contractor concerning bidding, general conditions, minimum standards, and special requirements.

**X. SALES OR USE TAX:**

- (1) Any sales or use taxes expense arising under this contract shall be borne by the Contractor.

**XI. NON-LIABILITY:**

- (1) The parties hereto agree to hold the OHC harmless for any damages concerning the undertaking and execution of this Agreement.
- (2) The parties further state that to the best of their knowledge no member of the OHC, and no officer, employee, or agent of said agency who exercise any functions of responsibilities in connection with the carrying out of the Project to which this Contract pertains, has any personal interest, direct or indirect, in this Contract.

**XII. CONTRACT:**

- (1) The executed contract documents shall consist of the following:
  - a. Bid and Proposal
  - b. The Specifications
  - c. The Rehabilitation Contract
  - d. List of Work (Specifications and Drawings)

**XIII. BENEFIT:**

- (1) This contract shall be binding upon the parties hereto, their heirs, personal representatives and successors.

**XIV. CONDITION FOR VALIDITY OR AGREEMENT:**

- (1) The agreement is contingent upon the receipt by the **Owner** of a Federal or Local Grant or Loan in an amount sufficient to cover the cost of the rehabilitation work described herein. If the Federal or Local Grant or Loan is not approved, this Agreement is null and void.

**IN WITNESS WHEREOF**, the **Contractor** has executed this Bid and Proposal and **Contractor** and the **Owner** has executed acceptance.

**CONTRACTOR**

ALL HOME CRAFTSMEN, INC.  
\_\_\_\_\_  
NAME OF CONTRACTOR  
*Fred Ellis*  
\_\_\_\_\_  
SIGNATURE OF CONTRACTOR  
Fred Ellis  
2732 - 165th Street Hammond, IN  
\_\_\_\_\_  
ADDRESS OF CONTRACTOR

**ACCEPTANCE OF OWNER**

SPIROS AND MARIA BAMIAZIS  
\_\_\_\_\_  
NAME OF OWNER(S) *Spiros and Maria Bamiazis*  
*S. Bamiazis*  
\_\_\_\_\_  
SIGNATURE OF OWNER(S)  
7320 Indian Boundary Gary, IN  
\_\_\_\_\_  
ADDRESS OF OWNER(S)

I hereby acknowledge receipt of H.U.D.'s lead based paint warning.

*Spiros Bamiatzis*

SIGNATURE OF OWNER(S) SPIROS BAMIAZIS

*Maria Bamiatzis*

SIGNATURE OF OWNER(S) MARIA BAMIAZIS

I hereby agree to comply with H.U.D.'s lead based paint regulations.

*Fred Ellis*

SIGNATURE OF CONTRACTOR FRED ELLIS  
ALL HOME CRAFTSMEN, INC.

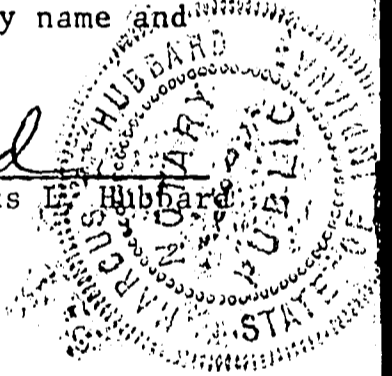
STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, this 2nd day of November, 19 87, personally appeared Fred Ellis as Contractor, and acknowledged the execution of the foregoing Contract. In Witness whereof, I have hereto subscribed my name and affixed my official seal.

MARCUS L. HUBBARD  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXP. SEPT 17, 1991

*Marcus L. Hubbard*

NOTARY PUBLIC Marcus L. Hubbard



My Commission Expire:

September 17, 1991