

2/17/2012

**15-R-12**

**A RESOLUTION**

**Authorizing the City Manager to Negotiate and Execute a Residential Lease for an Apartment Located at 629-31 Howard Street**

**WHEREAS**, the City of Evanston owns certain real property known as 629-631 Howard Street, Evanston, Illinois (the "Subject Property"), which is improved with a three-story building containing one (1) commercial unit on the bottom floor and two residential units on the top two floors; and

**WHEREAS**, Anne Carlson and Cody Modeer (the "Tenants"), seek to rent one of the residential units from the City for one year; and

**WHEREAS**, the City Council has determined that it is in the best interests of the City of Evanston to lease the aforementioned residential unit and to execute a lease agreement with the Tenants,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:**

**SECTION 1:** The foregoing recitals are hereby found as fact and incorporated herein by reference.

**SECTION 2:** Pursuant to Subsection 1-17-4-1 of the Evanston City Code of 1979, as amended, the City Manager is hereby authorized and directed to negotiate and execute, and the City Clerk hereby authorized and directed to attest, on behalf of the City of Evanston, a lease agreement by and among the City and the Tenants for a term of one (1) year. The lease agreement shall be in substantial

conformity with the lease attached hereto as Exhibit "A" and incorporated herein by reference.

**SECTION 3:** The City Manager is hereby authorized and directed to negotiate any additional terms and conditions for the lease agreement as may be determined to be in the best interests of the City and approved as to form by the Corporation Counsel.

**SECTION 4:** This Resolution 15-R-12 shall be in full force and effect from and after its passage and approval in the manner provided by law.

  
Elizabeth B. Tisdahl, Mayor

Attest:

  
Rodney Greene, City Clerk

Adopted: February 27, 2012

## EXHIBIT A

## RESIDENTIAL LEASE AGREEMENT

THIS LEASE ("Lease") is made and entered into as of the <sup>20<sup>th</sup></sup> day of March 2012, by and between **CITY OF EVANSTON**, an Illinois municipal corporation and a home rule unit of the State of Illinois (the "Landlord") and **ANNE CARLSON and CODY MODEER, individuals** (collectively referred to herein as "Tenant") for the lease of a two bedroom residential unit as described below.

In consideration of the rents, covenants and conditions hereafter set forth, the Landlord and Tenant hereby agree as follows:

**1. BASIC LEASE PROVISIONS.** In addition to the other terms which are elsewhere defined in this Lease, the following words and phrases, whenever used in this Lease, shall have the meanings set forth in this Section 1.

- (a) Date of Lease: May 1, 2012
- (b) Property: 629-631 Howard Street  
Evanston, IL 60202
- (c) Premises: 631 Howard Street, Unit 2  
Evanston, IL 60202
- (d) Possession Date: Upon completion of the landlord's work to be done to the Premises and as outlined in Exhibit A, attached hereto ("Scope of Work")
- (e) Lease Term: One Year
- (f) Base Rent: \$958.00/per month
- (g) Real Estate Taxes and Operating Expenses: Landlord will be responsible for the payment of the real estate taxes for the Premises and the costs of owning, operating, maintaining, and repairing the common areas of the Property.
- (h) Utilities: Tenant will be responsible for the payment of ALL utilities, including electricity, gas, water, cable, internet and other related expenses.
- (i) Permitted Use: The Premises shall be used only as a private dwelling

and for no other purposes whatsoever.

(j) Security Deposit: \$958.00 (One Month Rent)

**2. PREMISES AND COMMERCIAL LEASE.** Landlord owns the Property which is a mixed use building and Landlord does hereby lease and rent to Tenant, and Tenant does hereby lease, take and rent from Landlord one of the residential units, the Premises. The Landlord and Tenant shall also be entering into a separate Lease and Option Agreement (the "Commercial Lease") for the first floor commercial space. In the event of any conflict between the terms and conditions of this Lease and the terms of the Commercial Lease, the parties unconditionally agree that the terms and conditions of this Lease shall supersede, prevail and dictate. Any term or condition of the Commercial Lease not addressed within this Lease shall remain in full force and effect.

The Landlord will cause the halls, corridors, and other parts of the Property adjacent to the Premises to be lighted, cleaned and generally cared for, accidents and unavoidable delays excepted. No modifications, alterations, additions, installations, or renovations, except decorating, shall be undertaken by the Tenant without first obtaining the written permission from the Landlord, such approval not to be unreasonably withheld. Excluding damage by fire or other casualty and action of Landlord, Tenant shall pay for any and all damage to the interior of the Premises beyond normal wear and tear and shall do so within thirty (30) days of invoicing by the City. If Tenant does not pay said invoice, the Landlord may elect to make the repairs needed and apply the Security Deposit pledged by the Tenant to cover the costs. Landlord will deliver the Premises to Tenant no later than the Possession Date in "broom-clean" state with all systems functional and in good condition and repair, except as provided herein.

**3. TERM.** The term of this Lease (the "Term") shall be for a period of one (1) year commencing on (the "**Possession Date**") as defined in Section 1(d) and twelve months thereafter (the "**Expiration Date**"). Immediately following delivery of the Premises to Tenant, Tenant shall execute a Possession and Expiration Date Declaration in the form attached hereto as Exhibit B, specifying the information called for in said form. After the Lease is terminated, the Tenant shall leave the Premises in broom clean condition and shall turn over any and all keys to the City Manager or his or her designee.

**4. RENT.** Tenant agrees to pay Landlord or Landlord's agent for the leasing of the Premises, the monthly base rent due under the terms of this Lease on the 1<sup>st</sup> day of the month (the "**Base Rent**") at the rate of Nine Hundred Fifty-Eight and no/100 Dollars (\$958.00). If the Tenant chooses to renew the lease agreement at year end, the Base Rent is subject to change based on the Chicago-Joliet-Naperville, IL HUD Metro Area Fair Market Rent for the subsequent years. The Tenant also acknowledges that they will have to submit proof of income prior to any renewal of the lease agreement for eligibility under HUD guidelines.

**5. SECURITY DEPOSIT.** Concurrently with the execution of this Lease, Tenant shall deposit with Landlord the sum of Nine Hundred Fifty-Eight and 00/100 Dollars

(\$958.00), the amount of one month's rent. Said sum shall be held by Landlord as security for the performance of all terms, covenants and conditions of this Lease to be performed by Tenant. If Tenant defaults with respect to any provisions of this lease, Landlord may at its option apply all or any portion of such deposit to compensate Landlord for any loss or damage it may sustain. Landlord shall not be required to keep this security deposit separate from its general funds and Tenant shall not be entitled to any interest on such deposit. Tenant shall not use the security deposit as the last month's rental payment. The Landlord shall itemize the deductions from the Security Deposit, if any.

**6. PARKING AND STORAGE LOCKER.** The Tenant shall be entitled to the use of one (1) parking spot in the back of the Property under this residential lease. Landlord will not be responsible for clearing the parking space and surrounding area free from snow and ice, this is the responsibility of the Tenant. In the basement of the Property, storage lockers are available for the tenants to the Property. For the Premises, Tenant shall be entitled to the use of one (1) storage locker. Tenant shall be responsible for providing a lock for the storage locker. Landlord is not responsible for any lost or stolen items from the storage locker.

**7. NO LIENS.** Tenant shall not permit to be created nor to remain undischarged any lien, encumbrance or charge to become, a lien or encumbrance or charge upon the Premises by any of Tenant's creditors or resulting from leasehold improvements. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant's contractor to work in the Premises shall be filed against the Premises, Tenant shall, within sixty (60) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit or bond or obtain title insurance over the same. In the event Tenant diligently contests any such claim of lien, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all reasonable out of pocket costs, liability and damages, including attorneys' fees resulting therefrom, and, if requested, upon demand, Tenant agrees to immediately deposit with Landlord cash or surety bond in form and with a company reasonably satisfactory to Landlord in an amount equal to the amount of such contested claim.

**8. TENANT INSURANCE OBLIGATIONS.** The Tenant shall furnish copies of a certificate of renter's insurance with the Landlord named as an additional insured with an insurance company acceptable to the Landlord for its renter's insurance policy.

**9. QUIET ENJOYMENT.** Landlord hereby covenants and agrees that if Tenant shall perform all the covenants and agreements on Tenant's part to be performed, Tenant shall at all times during the Term have the quiet enjoyment and possession of the Premises.

**10. CERTAIN RIGHTS RESERVED TO LANDLORD.** In addition to those rights identified above, Landlord reserves the following rights:

- (a) to decorate, remodel, repair, alter or otherwise prepare the Premises for

re-occupancy if Tenant should permanently vacate the Premises during or prior to the last sixty (60) days of the Term or any part thereof;

- (b) to retain pass keys to the Premises;
- (c) to take any and all measures, including, without limitation, inspections, repairs, and alterations to all or any part of the Premises, as may be necessary or desirable for the safety, protection or preservation of the Premises or Landlord's Interests or as may be necessary or desirable in the operation of the commercial portions of the Premises; and

Landlord may enter upon the Premises with reasonable notice to Tenant and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant. Landlord agrees that it shall not interfere with the Tenant's use and occupancy unless Landlord determines in its reasonable discretion that such interference is necessary.

#### **11. DEFAULT REMEDIES.**

(a) Any one of the following events shall be deemed to be an event of default hereunder by Tenant subject to Tenant's right to cure:

- (1) Tenant shall fail to pay rent within five (5) days, at the time and place when and where due;
- (2) Tenant shall fail to maintain the insurance coverage as set forth herein;
- (3) Tenant shall fail to comply with any term, provision, condition or covenant of this Lease, other than the payment of Rent, and shall not cure, or commence the good faith cure of any such failure, within 30 days after written notice to the Tenant of such failure, provided that if such cure cannot be effected within 30 days, Tenant shall not be in default hereunder so long as Tenant commences such cure or has requested bids for such cure within 45 days and diligently pursues the completion and in good faith and Tenant does subsequently cure said default within 60 days; and
- (4) Tenant assigns this Lease or sublets the Premises to any other persons.

(b) Upon the occurrence of any event of default, Landlord shall have the option to pursue any one or more of the following remedies subject to the laws of the State of Illinois and the Tenants right to cure:

- (1) Terminate this Lease and in the event of such termination, Landlord may, at its option, declare the entire amount of the Rent which would become due and payable during the remainder of the Term to be due and

payable immediately, in which event Tenant agrees to pay the same at once, together with all Rent theretofore due, provided, however, that such payments shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of the Rent for the remainder of the Term.

(2) Landlord may recover from Tenant upon demand all of Landlord's costs, charges and expenses, including the fees and costs of counsel, agents and others retained by Landlord which have been incurred by Landlord in enforcing Tenant's obligations hereunder, subject to Landlord prevailing on its claims.

(c) Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided or available to Landlord at law or in equity, or constitute a forfeiture or waiver of any Rent due hereunder or of any damages suffered by Landlord.

**12. INDEMNITY.** Tenant agrees that the mayor and council members, department and divisions officials, officers, agents, attorneys, and employees of the Landlord shall not be liable for any claim of any kind or in any amount for any injury to or death or persons or damage to property of Tenant or any other person. Tenant shall indemnify and hold Landlord harmless from all liability whatsoever, and from all losses, costs and expenses (including without limitation attorneys' fees and expenses) incurred or suffered as a result of or related to any real or claimed damage or injury related to Tenant's negligence, gross negligence, or acts of intentional misconduct. In the event that Tenant is named as a defendant in any legal proceeding arising from any acts of gross negligence or intentionally wrongful acts of Landlord for any injury or any claimed damage occurring at the Premises, then Landlord shall indemnify and hold Tenant harmless from all liability whatsoever, and from all losses, costs and expenses (including without limitation attorneys' fees and expenses) incurred or suffered as a result of or related to any real or claimed damage or injury provided that a) Landlord is named as a defendant in the legal proceeding; b) the claim arises from acts of gross negligence or intentional misconduct by the Landlord; c) Tenant's own negligent act or intentional misconduct; and d) the claim is unrelated to Tenant's use and occupancy of the Premises.

**13. LIABILITY FOR ACTS OR NEGLECT.** If any damage to the Premises, or any part thereof, results from any act or neglect of Tenant or its invitees or other guests, agents, customers, invitees or other guests of its customers, or employees, independent contractors, or the like, Tenant shall immediately repair the same; provided, however, that Landlord may, at its option, repair such damage and Tenant shall, upon demand by the Landlord, reimburse the Landlord forthwith for the total cost of such repairs. All personal property belonging to Tenant shall be at the sole risk of the Tenant and such other person only and the Landlord shall not be liable for damage, theft or misappropriation thereof.

**14. DESTRUCTION OR CONDEMNATION.** In the event of destruction of or

damage to, the Premises by fire or other casualty, Landlord shall use the proceeds of its insurance to promptly rebuild and restore the Premises to their condition immediately prior to such destruction or damage. Landlord or Tenant may terminate this Lease and the Parties rights hereunder and the Parties shall be released of its obligations and this Lease shall cease and terminate as of the date the other Party receives written notice of such election, and neither party hereto shall have any further obligation to the other. If the whole or any part of the demised Premises shall be taken by any public authority under the power of eminent domain, the Lease term shall cease as of the day of possession shall be taken by such authority if such is of the entire demised Premises and any rents shall be prorated as of said date.

**15. ATTORNEYS' FEES AND EXPENSES.** If at any time during the Term of this Lease either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, each party to pay its own attorneys fees and costs.

**16. ENTIRE AGREEMENT.** This Lease contains the entire agreement of the parties with respect to the Premises and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of any obligation hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of Landlord's right to demand strict compliance with the terms hereof. Time is of the essence of this Lease, and of each term, condition and provision hereof.

**17. HOLDING OVER.** Upon termination of this Lease, by lapse of time or otherwise, Tenant shall surrender the Premises (and all keys thereto) in the same condition as at commencement of the Term, excepting only reasonable wear and tear and loss by insured casualty. If Tenant remains in possession after expiration of the Term, Tenant agrees to yield up immediate and peaceable possession to Landlord, and if failing to do so, in connection with the expiration of the Term or any termination hereof by the Parties, the Tenant shall pay the sum of one hundred and no/100 Dollars (\$100.00) per day, for the time such possession is withheld.

**18. SEVERABILITY.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable to any extent, neither the remainder of this Lease nor the application of such term, covenant or condition to any other person or circumstance shall be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**19. GOVERNING LAW AND TIME LIMITATION.** This Lease shall be construed and enforced in accordance with the laws of the State of Illinois. All disputes relating to the interpretation and enforcement of the provisions of this Lease shall be resolved exclusively by the federal or state court located in Cook County, Illinois, and the parties hereto hereby submit to the jurisdiction and venue of the court for such purpose.

**20. NOTICES.** Notices sent to the Parties, should be mailed to the addresses set forth below:

(a) Landlord: City of Evanston  
Attn: Corporation Counsel  
2100 Ridge Avenue, Room 4400  
Evanston, IL 60201

(b) Tenant: Anne Carlson and Cody Modeer  
631 Howard, Unit 2  
Evanston, IL 60202

A mailed notice is must be sent via certified mail, return receipt requested and effective three (3) business days after deposit in the U.S. Mail. Notice given by overnight courier is effective upon delivery.

IN WITNESS WHEREOF, both of said Landlord and Tenant have caused this Lease to be executed as of the date and year first above written by a duly authorized officer or manager of each of the respective parties.

**Landlord: THE CITY OF EVANSTON,  
an Illinois home rule municipal corporation**

By: Wally Bobkiewicz  
Its: City Manager, Wally Bobkiewicz

**Tenant: ANNE CARLSON**

By: Anne Carlson

**Tenant: CODY MODEER**

By: Cody Modeer

Exhibit A  
SCOPE OF WORK

# SPECS BY LOCATION/TRADE with Costs

12/6/2011

Work Write-up/Re-Bid: \_\_\_\_\_  
 Walk-Through Date: \_\_\_\_\_  
 Bid Date: \_\_\_\_\_  
 Initial: \_\_\_\_\_

Case Number: \_\_\_\_\_  
 Construction Specialist: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Address: 631 Howard Unit: Unit 01

Location: 2- 2nd & 3rd floor units Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 1 General Requirements</b>					
40	<b>ALL PERMITS REQUIRED</b> The contractor shall apply for, pay for, obtain and forward copies of the following indicated permits to the agency: _____ Plumbing; _____ Electric; _____ HVAC; _____ Building; _____ Zoning; _____ Lead Abatement; _____ Asbestos Abatement, Demo_____.	1.00	AL	\$0.00	\$0.00
<b>Trade: 5 Demolition &amp; Disposal</b>					
715	<b>GUT TWO BATHROOMS</b> Remove all wall floor and wall finishes trim, fixtures, debris and household items from structure and dispose of in legal landfill. Install cast iron tub, water saver toilets, new shutoff valves and all associated plumbing, toilet paper holder two towel racks medicine chest with light bar, GFCI receptacle, low flow faucets and shower heads Reuse two existing pedestal sink Units 2 & 3	2.00	RM	\$3,000.00	\$6,000.00
<b>Trade: 7 Masonry</b>					
1185	<b>GLASS BLOCK</b> Remove existing louvered glass vent and block opening with 6"x 6"x 4" thick glass block with tooled joints both sides. this will provide security and better energy efficiency 2nd & 3rd floor kitchen window facing interior of rear porch	2.00	DU	\$100.00	\$200.00
1230	<b>MASONRY--REPOINT</b> Cut out mortar at least 1/2". Remove all loose material with clear water. Saturate joints with water and repoint in 1/ 2" lifts using portland cement mortar. Areas to be pointed out at contractor walkthrough	200.00	SF	\$6.00	\$1,200.00
<b>Trade: 9 Environmental Rehab</b>					
9003	<b>LEAD-SPECIFIC LAWS, RULES, REGULATIONS &amp; GUIDELINES</b> The execution of this work shall comply with all applicable federal, state and local laws, rules, regulations and guidelines for lead dust environments. Some of these include: OSHA 29 CFR 1926 - Construction Industry Standards; 29 CFR 1926.62 - Construction Industry Lead Standard, 29 CFR1910.1200 - Hazard Communication Standard; 40 CFR Part 745 - EPA Regulations; 24 CFR Part 35 - HUD Regulation on Lead-Based	1.00	DU	\$0.00	\$0.00

Address: 631 Howard

Unit: Unit 01

Location: 2- 2nd &amp; 3rd floor units

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 9</b>	<b>Environmental Rehab</b>				
	Paint Hazards in Federally Owned Housing and Housing Receiving Federal Assistance; and HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing. Provide the State of Illinois, Public Health Department with a 10 day written notification prior to the start of any abatement procedure, and a copy to the Rehab Spec. Lead Abatement shall be completed by a IDPH licensed lead abatement contractors. See Lead Based Paint Combination Risk Assessment and Inspection Report dated September 29, 2011				
<b>Trade: 10</b>	<b>Carpentry</b>				
2350	<b>FLOOR--REFINISH WOOD</b> Drum sand and edge floor. Counter sink all nails and fill holes. Vacuum and tack rag room. Apply a sanding sealer and two coats of water based polyurethane varnish. Vacuum room. Second & Third Floor units approx. 1,800 SF  Front stairwell steps and landings only 31 steps 40 ft of landings	2.00	DU	\$3,150.00	\$6,300.00
2435	<b>BASE MOLDING</b> Install pine base molding and quarter round where needed, prime and paint. 2nd & 3rd floor units  Lead based paint abatement	100.00	LF	\$3.00	\$300.00
2520	<b>HANDRAIL--REPLACE INTERIOR-REAR PORCH</b> Remove existing handrails and install pine handrail. Handrail height measured vertically from the sloped plane adjoining the tread nosing shall be not less than 34 inches and not more than 38 inches. Rails shall be spaced not more than 4 inches. Prime and Paint and install nonskid pads on stair treads. Rear stairwell lead based paint abatement/interior/exterior landings and support columns Owners choice of paint color	60.00	LF	\$25.00	\$1,500.00
<b>Trade: 15</b>	<b>Roofing</b>				
4645	<b>DOWNSPOUT--6" SEAMLESS</b> Dispose of original and replace with 6", galvanized seamless downspout, include strapping. Prime and paint with Rustoleum brown to match rear trim color.	30.00	LF	\$10.00	\$300.00
<b>Trade: 16</b>	<b>Conservation</b>				
5110	<b>SHOWERHEAD--LOW FLOW</b> Install a Delta model 6122, or a Moen model 3900A low flow shower head. 2nd & 3rd floor unit bathrooms	2.00	EA	\$30.00	\$60.00

Address: 631 Howard Unit: Unit 01

Location: 2- 2nd & 3rd floor units Approx Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 16 Conservation

Trade: 18 Ceramic Tile

5410	<b>CERAMIC TILE</b> Remove existing ceramic wall and floor tile, install Durock in tub areas and floors per manufacturers instructions, owners choice of instock colors and styles. 2nd & 3rd floor unit bathrooms, approx 186 sf per bathroom	372.00	SF	\$8.00	\$2,976.00
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Trade: 19 Paint

5495	<b>PREP &amp; PAINT INTERIOR</b> Remove or cover hardware/surfaces not to be painted. Wet scrape loose, cracked, peeling and blistered paint from all trim including doors, sash, and radiators. Feather edges and dull gloss with wet sanding. Clean oil, grease, dirt and dust from trim. Fill holes and caulk cracks. Spot prime. Apply two topcoat of acrylic latex enamel. Finish type and color choice of owner. Ceilings to be ceiling white, wall flat, kitchen, bath and all trim semi gloss enamel. Second & third floor units: kitchen, bath, L.R., D.R., hall, B.R.	2.00	DU	\$2,100.00	\$4,200.00
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5580	<b>PAINT STAIRWELL</b> Remove/cover all hardware, fixtures not to be painted. Wet scrape loose, cracked, peeling, blistered surfaces. Feather edges & dull gloss surfaces with sandpaper. Clean all surfaces with TSP. Spot prime and top coat trim, ceiling, walls, doors & windows with owner's choice of premixed acrylic latex. Front stairwell	1.00	RM	\$600.00	\$600.00
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Trade: 20 Floor Coverings

5980	<b>CARPET AND PAD STAIRS</b> Install FHA approved nylon 27" carpet runner bound edges over a commercial pad on 31 stair treads and risers and 40 ft of landings. Owner's choice of color and pile. Front stairwell, remove existing carpet and pad vacuum	1.00	DU	\$1,800.00	\$1,800.00
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Trade: 22 Plumbing

7120	<b>WASHER &amp; DRYER HOOK UPS</b> Install hot and cold water piping, venting, shut off valves, and GFCI receptacle on a separate circuit to service a washing machine. 2nd & 3rd fir units kitchen area	2.00	EA	\$1,000.00	\$2,000.00
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7230	<b>KITCHEN</b> Field measure and install new in stock kitchen cabinets and laminate counter top, PVC drain waste vent, PVC or copper supply, shut-off valves and fittings to the following fixtures: 33"x	2.00	EA	\$3,000.00	\$6,000.00
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Address: 631 Howard

Unit: Unit 01

Location: 2 2nd & 3rd floor units

Approx. Wall SF 0

Ceiling/Floor SF 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 22</b>	<b>Plumbing</b>				
	22" double bowl, 20 gauge stainless steel sink, with a single lever faucet with sprayer. approx. 12 LF of counter approx. 22 LF of cabinets per kitchen 2nd & 3rd floor units				
<b>Trade: 23</b>	<b>Electric</b>				
<b>7560</b>	<b>RECEPTACLES</b> Replace receptacles with ivory duplex receptacle and ivory metal cover plate. Install three prong grounded receptacles per electrical inspector report. Cut plaster walls where needed and run conduit and wire, patch, plaster, prime and paint. 2nd & 3rd floor units GFCI's at bath and kitchen counter areas	20.00	EA	\$150.00	\$3,000.00
<b>7730</b>	<b>LIGHT FIXTURE--REPLACE</b> Replace ceiling mounted, 2 bulb, UL approved, incandescent light fixture with shade and lamps. 2nd & 3rd floor units	20.00	EA	\$50.00	\$1,000.00
<b>Trade: 27</b>	<b>Fire Protection</b>				
<b>7805</b>	<b>SMOKE DETECTOR--BATTERY POWERED</b> Install UL approved, 10 yr. tamper proof Lithium battery powered smoke detectors per manufacturers instructions. 2nd & 3rd floor units two bedrooms, hall within 15' of sleeping rooms 1 at ceilings of third floor landings front and rear	8.00	EA	\$55.00	\$440.00
<b>8721</b>	<b>CARBON MONOXIDE DETECTOR</b> Install battery operated carbon monoxide detectors in halls within 15' of sleeping rooms 2nd & 3rd floor units	2.00	EA	\$60.00	\$120.00
<b>Bidder:</b>				<b>Location Total:</b>	<b>\$37,996.00</b>

Address: 631 Howard Unit: Unit 01

Location: 3 - Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 7 Masonry</b>					
1190	<b>LINTELS</b> Inspect all lintels, replace and match as close to possible masonry units as required and tuck point. Lintels to be identified at contractor walk through. Lintels shall be installed and sized as per the International Residential Code (IRC) Building Front/South 4, 10' lintels Building Rear/North 2, 8' lintels	6.00	EA	\$850.00	\$5,100.00
<b>Trade: 10 Carpentry</b>					
2980	<b>WINDOW--VINYL DBL HNG DBL GLZ</b> Install vinyl, double hung, double glazed, one-over-one window and jamb including screen, caulk, interior casing and exterior trim. Install half screen. Use non-expanding foam insulation around windows. Brown facing the exterior.	32.00	EA	\$150.00	\$4,800.00
<b>Trade: 15 Roofing</b>					
4548	<b>MODIFIED BITUMEN RE-ROOF</b> Loose lay and heat seal, a modified bitumen single ply roof, reinforced with polyester over the original asphalt roofing membrane in full compliance with the manufacturer's recommendations. Replace all flashing, deteriorated masonry. Approx 2,850 SF	1.00	EA	\$5,400.00	\$5,400.00
<b>Trade: 100 General Requirements (CSI)</b>					
C01500	<b>TEMPORARY SCAFFOLDING WITH CANOPY</b> Erect approx 30 LF of lighted tubular scaffolding with pedestrian canopy. Permit required	1.00	EA	\$1,000.00	\$1,000.00
<b>Bidder:</b>				<b>Location Total:</b>	<b>\$16,300.00</b>

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				
1	<b>Third Party Contracts</b> The City of Evanston shall not be held liable for any expenses incurred from construction, project management, labor or materials not identified in the original scope of work and agreed upon in writing between the owner and contractor. Additional services rendered not specified in the original scope shall be the sole responsibility of the owner, contractor and subs. Additional contracted work between the owner and contractor shall not interfere or delay work from the original scope. Private contracts between the owner and contractor will not begin until original scope of work is completed, inspected and approved by all parties.	1.00	AL	\$0.00	\$0.00
10	<b>OWNER ACCEPTS SCOPE OF WORK</b> The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date inspected" date of _____ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU. X _____ X _____ Applicant Date Applicant Date	1.00	DU	\$0.00	\$0.00
115	<b>PERIODICALLY REMOVE DEBRIS</b> The contractor shall clean construction debris from the dwelling and site to a dumpster or legal landfill at least once each week, and leave the property in broom clean condition. In occupied dwellings, debris shall be removed from living quarters daily.	1.00	DU	\$125.00	\$125.00
120	<b>FINAL CLEAN</b> Remove from site all construction materials, tools and debris. Sweep clean all exterior work areas. Vacuum all interior work areas, removing all visible dust.	1.00	RM	\$0.00	\$0.00
14	<b>CONTRACTOR ACCEPTS SCOPE OF WORK</b> The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of _____ & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU. X _____ Contractor Date	1.00	DU	\$0.00	\$0.00
140	<b>GENERAL REQUIREMENT--CUSTOM</b> There shall be NO DEVIATIONS from the described work unless a "CHANGE ORDER" in writing is issued and approved by the Owner, Contractor and Construction Rehab Specialist. VERBAL CHANGES ARE NOT BINDING	1.00	GR	\$0.00	\$0.00
141	<b>GENERAL REQUIREMENT--SCHEDULE</b> PRIOR TO STARTING ANY WORK THE SELECTED CONTRACTOR MUST PROVIDE THE REHAB SPEC. A SCHEDULE, the schedule will include a start and finish date, the sequence of all sub-contractors working on the project and approximately how many days each trade will require to complete their phase of work. Trades and subcontractor work sequences may overlap. YOU WILL NOT BE ABLE TO START	1.00	GR	\$0.00	\$0.00

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	<b>General Requirements</b>				
	WORK WITHOUT SUBMITTING A SCHEDULE.				
24	<b>MANUFACTURER'S SPECS PREVAIL</b> All materials shall be installed in full accordance with the manufacturer's specifications for working conditions, surface preparation, methods, protection and testing.	1.00	GR	\$0.00	\$0.00
32	<b>SUBSTITUTION APPROVAL PROCESS</b> Any requests for substitutions of specified building materials, products or changes must accompany the initial proposal and shall include: the manufacturer's specifications; full installation instructions and warranties. All Changes must be must be approved by property owner, contractor and Rehab Spec. in writing.	1.00	GR	\$0.00	\$0.00
34	<b>LINE ITEM BREAKDOWN</b> The bidders shall provide the Rehab Spec with a line item cost breakdown within 14 working days of a request or the date noted on the Request for Proposal.	1.00	DU	\$0.00	\$0.00
35	<b>VERIFY QUANTITIES/MEASUREMENTS</b> The contractor shall perform a site inspection to verify all dimensions. All quantities (i.e.number of window units) are as stated. No claim for additional funds due to discrepancies in measurements or quantities shall be honored if not submitted at the time of the initial proposal.	1.00	GR	\$0.00	\$0.00
40	<b>ALL PERMITS REQUIRED</b> The contractor shall apply for, pay for, obtain and forward copies of the following indicated permits to the agency: _____ Plumbing; _____ Electric; _____ HVAC; _____ Building; _____ Zoning; _____ Lead Abatement; _____ Asbestos Abatement, Demo _____.	1.00	AL	\$0.00	\$0.00
45	<b>CONTRACTOR PRE-BID SITE VISIT</b> The contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the requirements of the local jurisdiction.	1.00	DU	\$0.00	\$0.00
46	<b>PRE-CONSTRUCTION WALK-THRU</b> The contractor, rehab specialist and owner will perform a walk-thru of the property together to clarify the work to be performed before construction begins.	1.00	DU	\$0.00	\$0.00
5	<b>OWNER'S FINISH SELECTIONS</b> The owner shall select finish, colors, styles, types of materials and products from pre-mixed and in stock options. The contractor & property owner shall submit to the Rehab Spec, a copy of the agreed upon colors, styles and types of materials prior to job start.	1.00	DU	\$0.00	\$0.00
75	<b>STANDARD SPEC/GENERAL CONDITIONS</b> The contractor by submission of a proposal, agrees to comply with all applicable conditions listed in the Standard Specification, and the General Conditions of the specification.	1.00	GR	\$0.00	\$0.00

Edition \_\_\_\_\_ Dated \_\_\_\_\_

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 1 General Requirements</b>					
	Davis-Bacon prevailing wages shall be administered				
80	<b>CODES AND ORDINANCES</b> In the execution of the itemized scope of work, the contractor shall facilitate inspection and comply with all governing codes and ordinances of The City of Evanston, The County of Cook, OSHA, the State of Illinois and the ICC. The City assumes no responsibility for Errors/Omissions on Architectural Drawings or Scope of Work. It is the contractor's sole responsibility to be knowledgeable in construction and ensure all work meets current Codes whether specified or not.	1.00	GR	\$0.00	\$0.00
85	<b>CLOSE-IN INSPECTIONS REQUIRED</b> Call the agency for inspection of all work that will be concealed from view before it is closed in. This type of inspection frequently includes, but is not limited to footings, roof sheathing & flashing, framing & decking, electrical, structural and plumbing. INSPECTIONS WILL NOT TAKE PLACE IF A LICENSED ELECTRICIAN, LICENSED PLUMBER AND CONTRACTOR REPRESENTATIVE ARE NOT ON SITE.	1.00	EA	\$0.00	\$0.00
90	<b>1 YEAR GENERAL WARRANTY</b> Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.	1.00	DU	\$0.00	\$0.00
<b>Trade: 5 Demolition &amp; Disposal</b>					
800	<b>DUMPSTER--20 CUBIC YARDS</b> After procuring all required permits, place a 20 cubic yard, roll-off dumpster without damaging the site. Collect construction debris using dust control methods. Must be GROOT Industries	1.00	EA	\$550.00	\$550.00
<b>Trade: 9 Environmental Rehab</b>					
9045	<b>LEAD ABATEMENT CERTIFICATION</b> All contractors performing lead abatement shall provide a copy of their EPA certification and state licenses for the designated lead abatement supervisors and all lead abatement workers working on the project prior to commencement of work. A copy of EPA Certifications, State of Illinois License and State of Illinois notification shall remain posted on the job site for the duration of the work, as well as a copy of the Lead Based Paint Risk Assessment Report. Submit a copy of your company Lead Based Paint Abatement Plan to the Rehab Spec prior to the start of any work.	1.00	AL	\$0.00	\$0.00
9053	<b>LEAD WORKER -- PROTECTION</b> Persons carrying out lead hazard control activities must comply with all applicable federal, state, local laws and regulations related to safety in the workplace, including the respiratory	1.00	DU	\$0.00	\$0.00

Address: 631 Howard Unit: Unit:01

Location: 4 - General Requirements Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 9</b>	<b>Environmental Rehab</b>				
	protection program, found in the OSHA Construction Standard (29 CFR 1926. 62). Provide the Rehab Spec a copy of your company Respiratory Fit Testing and Respiratory Protection Plan for employees carrying out LBP removal prior to the start of the abatement.				
9057	<b>WORKER TRAINING - INTERIM CONTROLS</b> All persons carrying out "interim controls" and/or "standard treatments" lead hazard reduction activities must either be supervised by a trained and certified lead abatement supervisor or provide proof of completion of a one day, HUD-approved, 1 worker training course in lead hazard awareness, self protection and safe work practices prior to commencement of work.	1.00	AL	\$0.00	\$0.00
9058	<b>WORKER TRAINING AND SUPERVISION - ABATEMENT</b> All workers conducting "abatement" lead hazard reduction activities must be trained and certified as lead abatement workers and provide proof of valid state or EPA-approved licenses or certificates. All persons acting as supervisors during "abatement" lead hazard reduction activities must be trained and certified as lead abatement supervisors and provide proof of valid state or EPA-approved licenses or certificates.	1.00	AL	\$0.00	\$0.00
9102	<b>POST WARNING SIGN</b> Post exterior signage to warn occupants and the public of hazardous lead conditions.	1.00	EA	\$0.00	\$0.00
9115	<b>SET UP INTERIOR CONTAINMENT</b> Make applicable notifications to state or local agencies, post job site signage and secure lead hazard reduction sites. Pre-clean floors, window sills, window troughs and other areas of dust build-up with a HEPA vacuum. Seal all floors with two continuous layers of 6 mil. polyethylene sheeting 4' beyond door openings with 2" wide, easy release masking tape. Close and seal HVAC registers with polyethylene sheeting. Wrap all built-in furniture, cabinetry and fixed appliances with polyethylene sheeting and tape to create an airtight seal.	1.00	RM	\$0.00	\$0.00
9152	<b>HAZMAT DUMPSTER</b> Provide a 30 cu/yd covered and lined dumpster for construction and removal of packaged lead contaminated components. Labeled with Lead Warning.	1.00	EA	\$700.00	\$700.00

Bidder: \_\_\_\_\_

Location Total: \$1,375.00

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**Unit Total for 631 Howard , Unit Unit 01: \$55,671.00**

**Address Grand Total for 631 Howard : \$55,671.00**

**Exhibit B**

**Possession and Expiration Date Declaration**

LANDLORD: City of Evanston

TENANT: Anne Carlson and Cody Modeer

PREMISES: 631 Howard Street, Unit 2, Evanston, Illinois 60202

LEASE DATE: May 1, 2012

Landlord and Tenant acknowledge and agree that, with respect to the above referenced Lease:

1. The Possession Date is \_\_\_\_\_.
2. The Expiration Date is \_\_\_\_\_.

DATE:

**Landlord: THE CITY OF EVANSTON,  
an Illinois home rule municipal corporation**

By: \_\_\_\_\_

Its: City Manager, Wally Bobkiewicz

**Tenant: ANNE CARLSON**

**Tenant: CODY MODEER**

By: \_\_\_\_\_

By: \_\_\_\_\_