

PROPERTY MAINTENANCE FOR MANAGERS



EDUCATION
INSTITUTE

CAM

CERTIFIED APARTMENT
MANAGER®

PRESENTED BY:



APPLIANCE WAREHOUSE



SAMPLE

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Property Maintenance for Managers

Table of Contents

Chapter 1: Maintenance Using a Team Approach	1-1
Chapter Overview	1-1
Overview of Maintenance.....	1-2
Developing a Team Approach.....	1-3
Simple Repairs Anyone Can Do	1-7
Chapter 2: The Onsite Manager’s Role	2-1
Chapter Overview	2-1
A Property Manager’s Responsibilities.....	2-2
Setting High Quality Standards	2-3
Hiring Maintenance Personnel	2-4
Assigning and Evaluating Work	2-7
Using a Contractor	2-11
The Bidding Process	2-13
The Contract	2-15
Vendor Management.....	2-18
Chapter 3: Exterior Maintenance	3-1
Chapter Overview	3-1
Elements of Exterior Maintenance	3-2
Property Inspections	3-3
Common Area Maintenance Checklist.....	3-4
Building Maintenance Checklist (Exterior).....	3-8
Chapter 4: Interior Maintenance	4-1
Chapter Overview	4-1
Elements of Interior Maintenance	4-2
Make-Ready Maintenance	4-3
Unit Interior Maintenance Checklist	4-6
Building Maintenance Checklist (Interior).....	4-13
Managing Inventory	4-15
Chapter 5: Preventive Maintenance	5-1
Chapter Overview	5-1
Overview of Preventive Maintenance.....	5-2
Developing a Preventive Maintenance Program	5-4
Assigning Personnel to Complete the Work.....	5-7
Monitoring the Preventive Maintenance Program	5-8
Conservation.....	5-10
Toolbox	Toolbox-1
Overview	Toolbox-1
Maintenance Skills Checklist.....	Toolbox-2
Periodic Services Agreement Between Owner and Service Provider	Toolbox-4

Continued on next page

Table of Contents, Continued

Service Agreement Between Owner and Contractor	Toolbox-12
Asphalt Sealcoat Specifications	Toolbox-20
Parking Area Striping Specifications	Toolbox-23
Sample Service Request Form	Toolbox-24
Sample Service Request Summary	Toolbox-25
Sample Certificate of Insurance	Toolbox-26
Sample Property Inventory Form	Toolbox-27
Sample Preventive Maintenance Schedule.....	28
Activities	Activities
Skill Checks	Skill Checks
Slides	Slides

SAMPLE

Chapter 1: Maintenance Using a Team Approach

Chapter Overview

In this chapter The table below lists the topics in this chapter.

Topic	See Page
Overview of Maintenance	1-2
Developing a Team Approach	1-3
Simple Repairs Anyone Can Do	1-6

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Overview of Maintenance

Definition of maintenance

Maintenance refers to the upkeep and repair of property and equipment. It involves different tasks, including:

- make ready services;
 - daily property, mechanical, and curb appeal inspections;
 - preventive maintenance services and retrofitting, and;
 - timely, quality responsiveness to resident service requests.
-

Why maintenance is important

A good Maintenance Supervisor can save and control costs more than any other source. They can do this by proper diagnosing and replacement of the part vs. the entire unit. The objective is maximum results at minimum, prudent costs. Community Managers can make a major contribution to the property's financial condition with increased maintenance efficiency, expense control or reduction, and a scheduled preventive maintenance program that extends the life of equipment, fixtures, and structures.

Well maintained properties will also assist in the recruitment and retention of skilled maintenance personnel. Maintenance Technicians who increase their skill levels and accept greater responsibility create a stronger team and potentially add greater value to the property.

Who is responsible for property maintenance

The short answer is that everyone is responsible for the appearance and upkeep of the property. The Community Manager along with the Maintenance Supervisor or Service Manager is required to:

- Know what maintenance work must be done
 - Take a proactive approach to resolving maintenance issues
 - Make decisions
 - Create a plan (daily, weekly and long term)
 - Develop a budget
 - Communicate regularly
 - Work with residents and contractors, and
 - Understand the duties/responsibilities of maintenance personnel.
-

Developing a Team Approach

The manager's responsibility

Although the Maintenance Supervisor or Service Manager typically supervise and direct the work of maintenance personnel such as technicians, groundskeepers, janitors, and make-ready technicians, it is the Community Manager's ultimate responsibility for the property's effective functioning including maintenance operations.

The manager, through leadership communication and example, creates the environment where everyone is a part of the maintenance program from taking the service requests from the residents to performing the completed task in a timely and satisfactory manner to the resident.

What needs to be done

To develop the team approach to ensure a well-maintained property the community manager must:

- establish quality standards;
- share responsibilities;
- value the employees;
- set obtainable goals; and
- provide training opportunities for maintenance personnel and encourage professional development.

Following are some important things the community manager can do.

Emphasize the team approach

Some ways you can emphasize the team approach are:

- Share information and decision making.
 - Inform the staff that maintenance and curb appeal is everyone's responsibility, not just maintenance personnel.
 - Make sure the office staff knows how to take accurate and detailed service requests, saving time and money by getting the work done right the first time which means higher resident satisfaction.
 - Encourage residents to report maintenance needs promptly before they become more costly repairs or emergencies.
 - Follow up to make sure repairs were completed and that you have a satisfied resident.
-

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Developing a Team Approach, Continued

Actively seek input

Some ways to actively seek input are:

- Make a point of speaking with the Maintenance Supervisor or staff every day. Know what maintenance or repair activities are scheduled for the day.
 - Make sure a discussion about maintenance is part of every staff meeting – even if it is only a brief update, mention of a new situation or issue or words of encouragement or praise for everyone's effort.
 - Engage residents in conversations both on the grounds and in their homes.
 - Develop a network for finding help - use schools, temporary employees, contractors and vendors.
 - Listen, discuss and/or explain specific problems.
 - Seek input for possible decisions and timeframes. Not every problem is urgent.
 - Respect workloads and schedules. Work with your Maintenance Supervisor to set schedules for daily, weekly, monthly and overtime maintenance work.
-

Use effective time management skills

Some ways to help people be more time efficient are:

- Work with the Maintenance Supervisor to delegate tasks.
 - Assist maintenance staff in prioritizing their individual assigned tasks.
-

Support and value everyone's contribution

Some ways to show support are:

- Treat everyone as an important part of the team.
 - Promote mutual respect for every team member.
 - Respect and understand cultural influences.
 - When situations arise that make people feel uncomfortable, be involved in finding an agreeable solution.
 - Be aware of stereotypical attitudes and practices.
-

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Developing a Team Approach, Continued

Use training opportunities

Some training opportunities for building a team approach to maintenance include:

- Encourage and support maintenance staff members to earn the Certificate for Apartment Maintenance Technicians (CAMT) offered by the National Apartment Association Education Institute (NAAEI), and
- Involve team members in property and apartment home inspections.

In particular, utilize the training offered by NAAEI as part of CAMT certification program. This Certificate for Maintenance Technicians (CAMT) program is available for local apartment associations and apartment management companies and can be taken as part of a national program with the instructor provided by NAAEI or through local apartment association sponsorship. The curriculum is the same.

CAMT training has seven courses designed as an introduction for new maintenance professionals or as a refresher for the more experience maintenance technician. The purpose remains the same; to give these professionals the knowledge and tools necessary to run an effective maintenance operation. There are two non-technical courses consisting of online learning followed by online practices scenarios; the five technical courses consist on hands on classroom training followed by online practice situations.

The non-technical courses include "Inside the Apartment Business" and "People, Projects, and Profits". The technical courses are: Electrical Maintenance and Repair; Plumbing Maintenance and Repair; Heating, Ventilation and Air Conditioning (HVAC) Maintenance and Repair; Appliance Maintenance and Repair; Interior and Exterior Maintenance and Repair.

Prerequisites for the certification are one year of apartment or rental housing maintenance experience, successful completion of the seven courses and online content noted above, and meeting all examination requirements within 24 months of declaring candidacy for CAMT.

For further information go to:

www.naahq.org/education/designationprograms.

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Developing a Team Approach, Continued

Report results, celebrate success, and encourage training

Some ways you can report results and celebrate success are:

- Share the results of your service records, such as:
 - o what went well;
 - o consistent and timely maintenance repairs;
 - o potential problems; and
 - o preventive measures to prevent similar problems;
- Make time to celebrate and acknowledge the team's successes and growth!
- Thank people for their work. It builds trust and motivates and encourages loyalty. Everyone needs to feel appreciated.
- Support the training necessary to allow maintenance personnel to enhance their skills and earn a professional designation. Community managers should not make the mistake of not sending maintenance employees to offsite training because they don't want such employees gone for a few days if it might make their job harder. This can be shortsighted. Such training will help maintenance team members do a project correctly the first time saving time and money, reduce maintenance expenses with better trained professionals, increase productivity, enhance resident satisfaction which will reduce turnover; and finally reduce employee turnover with more capable, personally satisfied maintenance professionals.

The skill standards tab contains maintenance skill standards developed by industry professionals. These skill standards provide a framework for maintenance training and the curriculum developed by NAAEI for CAMT. They also provide a guide for exam preparation and serve as a reference source for community management personnel.

Simple Repairs Anyone Can Do

The top priority

Handling service requests from residents quickly and efficiently is always management's a top priority. Therefore, if everyone knows how to determine the problem, many service requests can be handled quite easily.

Simple troubleshooting

Troubleshooting should always begin with identifying the simple things that might be causing the problem, and then moving to the more complex things. A simple troubleshooting procedure that can be used to diagnose and complete simple repairs includes:

Step	Action
1	Identify the primary complaint by asking the resident to describe the problem(s) being experienced.
2	Locate the possible cause.
3	Fix the problem. <u>Caution:</u> Make sure every staff member understands all safety precautions and has been trained accordingly before attempting a repair.

Common maintenance and repairs

Some common maintenance and repairs are shown in the table below.

Problem	Possible Cause	Solution(s)
Interior door squeaks when opened or closed.	<ul style="list-style-type: none"> • Dry hinges • Worn hinges • Door alignment 	<ul style="list-style-type: none"> • Use dry lubricant on hinges. • Test hinges (by lifting door). • Inspect gap clearance of door.
Low air circulation in A/C.	Dirty filter	<ul style="list-style-type: none"> • Check filter • Install a new A/C filter.

Continued on next page

Simple Repairs Anyone Can Do, Continued

Common maintenance and repairs, (continued)

Problem	Possible Cause	Solution(s)
Glass broken in dishwasher.	<ul style="list-style-type: none"> • Improperly stacked dishes. • Dishwasher is overloaded. • Normal accident. 	<ul style="list-style-type: none"> • Retrieve large glass pieces. • Vacuum out the glass particles. • Leave use and care booklet.
Water constantly running into the toilet bowl.	<ul style="list-style-type: none"> • Tank ball not sealing correctly. • Flapper worn out or damaged. • Ball cock leaks. • Chain under flapper. • Flush lever sticking. 	<ul style="list-style-type: none"> • Align lift wires and guide arm. • Install new flapper. • Install rebuild kit. • Shorten the chain. • Adjust flush lever.
Garbage disposal not working.	<ul style="list-style-type: none"> • Power not reaching unit. • Circuit breaker tripped. • Reset button tripped. 	<ul style="list-style-type: none"> • Press reset button. • Check fuse or circuit breaker. • Check outlet plug and wall switch position.
Refrigerator is silent and interior light is off.	<ul style="list-style-type: none"> • Power source is off. • Burned out light bulb and unit is on defrost cycle. 	<ul style="list-style-type: none"> • Check outlet and plug. • Check fuse or circuit breaker. • Replace light bulb.
Loose commode seat.	<ul style="list-style-type: none"> • Loose mounting bolts. • Broken or damaged seat. 	<ul style="list-style-type: none"> • Inspect and tighten seat. • Replace commode seat.
A slat fell off the living room vertical blinds.	<ul style="list-style-type: none"> • Slat fell off the clip. • Slat clip is broken. 	<ul style="list-style-type: none"> • Inspect clip, replace if needed. • Reinstall the slat.

Chapter 2: The Onsite Manager’s Role

Chapter Overview

In this chapter The table below lists the topics in this chapter.

Topic	See Page
A Property Manager’s Responsibilities	2-2
Setting High Quality Standards	2-3
Hiring Maintenance Personnel	2-4
Assigning and Evaluating Work	2-7
Using a Contractor	2-11
The Bidding Process	2-13
The Contract	2-15
Vendor Management	2-18

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A Property Manager's Responsibilities

What you are responsible for

A Manager's responsibility for maintenance involves many things. The list below includes several key areas, but should not be considered all-inclusive.

- Set a standard for high quality work.
 - Keep current with new laws and regulations that impact the property particularly those relating to safety for residents and staff.
 - Keep records and required certificates (occupancy, elevators, swimming pools, etc) for the property. This includes the Environmental Protection Agency (EPA) certification for working with refrigerants and Certified Pool Operator (CPO) where required.
 - Understand the maintenance repairs necessary to ensure that all OSHA, local and state requirements are met.
 - Conduct inspections.
 - Oversee safety issues and emergencies.
 - Work closely with and utilize the skills of the maintenance supervisor or service manager.
 - Work with your supervising office to plan and implement preventive maintenance programs.
 - Hire qualified maintenance technicians and evaluate their performance.
 - Know when to use a contractor, and how to write a job specification and conduct a bidding process.
 - Understand basic contracts.
 - Prepare and monitor budgets.
-

Benefits of maintenance knowledge

Your knowledge about maintenance adds value to the property and enhances your personal value as a manager.

It is essential that you understand how simple repairs are made. Having this information will allow you to:

- Set quality standards.
 - Follow-up and inspect workmanship.
 - Communicate better with maintenance personnel, residents, ownership, and contractors.
 - Control maintenance expenditures.
 - Work with your Maintenance Supervisor or Service Manager to manage the daily maintenance work such as:
 - o assigning tasks and prioritizing service requests, and
 - o estimating cost and time for completion
-

Setting High Quality Standards

Importance of setting high quality standards One of your most significant responsibilities is to add value to the property. By setting high quality standards, you ensure that the property is well maintained and improved. Remember, well-maintained properties attract and retain residents.

Your behavior Quality standards include the way you treat others. Your behavior sets an example for others to follow. Be respectful, ethical and honest.

The effects of high quality work Quality also means repairs completed correctly and in a timely manner. It includes following preventive maintenance schedules.

Quality workmanship extends the useful life of everything from buildings, to heating and cooling systems, major appliances and landscaping. When repairs and maintenance are performed well, efficiency is increased and expenses are reduced. Don't just do it – do it well!

Communicate expectations In order to effectively communicate your expectations, you must:

- Use clearly stated service requests.
- Have correct information about the specific problem and any special information. Clearly state in which room or location the item to be repaired is located.
- Understand the maintenance staff's current workload and prioritize work.
- Keep lines of communication open to
 - o avoid misunderstandings
 - o consider options, and
 - o resolve issues

Hiring Maintenance Personnel

Purpose of this topic

Often, the hiring of maintenance personnel is delegated to the Maintenance Supervisor or Service Manager, but the community manager is ultimately responsible for employee performance.

The actual hiring process is covered in depth in the CAM Human Resources Management Course. However, this topic will concentrate specifically on the technical maintenance job rather than on personnel or legal issues.

Reference: See the *Human Resource Management Participant Guide* for additional information.

Job description

Hiring technicians begins with writing a detailed job description. The job description should clearly detail the work to be performed. Depending on the size of the property, you may need separate job descriptions for entry level, mid-level and senior/supervisory level.

Reference: See *Resource Materials* for samples of Maintenance job descriptions.

Examples of Maintenance Technician skills

The following are skills that would be included in a job description, depending on the skill level of the Maintenance Technician.

Entry-Level skills:

- Basic knowledge of tools
- Interior make ready skills including minor painting
- Basic electric – changing light bulbs, testing outlets and switches
- Follow directions well and understand safety requirements
- Good communication and organizational skills
- The willingness and ability to learn new skills
- Basic knowledge of computer skills

Mid-Level skills:

- Communication skills
 - Organizational skills
 - All entry level skills
-

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Hiring Maintenance Personnel, Continued

Examples of Maintenance Technician skills,
(continued)

Senior/Supervisory skills:

- All skills mentioned above
 - Budgeting skills
 - Communication skills
 - Organizational skills
 - Building codes
 - Ability to train others
-

Other considerations

In addition to maintenance tasks and skills, you need to consider:

- number of years and type of experience;
 - formal education or training in industry designations;
 - experience working with contractors and suppliers;
 - ability to take/give directions and maintain schedules;
 - administrative skills such as:
 - o organizing and prioritizing
 - o time management
 - o record keeping
 - o communication skills
 - professional attitude and appearance
-

Interviewing candidates

It is advisable to have the Maintenance Supervisor and perhaps an experienced senior Maintenance Technician conduct the interview and initiate the hiring process. This is often delegated by the Community Manager.

The CAM Human Resource Management Course covers the interviewing and hiring procedures.

Reference: See the *Human Resources Management Participant Guide* for additional information.

It is helpful to use a Maintenance Skills Checklist during the interview to determine what skills the candidate has.

Reference: See the Toolbox for a sample of a Maintenance Skills Checklist.

Continued on next page

Hiring Maintenance Personnel, Continued

**Checking
references**

It is always advisable to check an applicant's references, criminal background, and driving record and to conduct drug testing.

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Assigning and Evaluating Work

Purpose of this topic

Your Maintenance Supervisor will likely oversee daily and routine maintenance tasks. He or she will know what work is appropriate for specific individuals. On occasion, you and your supervisor may determine an outside contractor will be required to do the work. Further discussion about working with contractors is presented later in the chapter.

Our focus of this topic is to understand how to assess each staff member's skills and then match the work with the correct skill set.

Evaluating performance

Overseeing the evaluation of the maintenance team's performance is an ongoing task. Ask yourself questions such as:

- Is the employee properly assigned work for his skill level and experience?
- Is the work completed correctly and in a timely manner?
- Are any problems the result of lack of knowledge or lack of performance?

Good record keeping will provide you many sources of information to evaluate performance.

Reviewing and summarizing service requests

Service requests are important tools to help answer your questions. Part of your responsibilities may already include completing a weekly service request summary for your supervisor. Even if it is not required, it may be advisable to keep such records for purposes of:

- performance appraisals
- preventive maintenance planning and
- budgeting

Reviewing and summarizing service requests will give you information about:

- when service requests are occurring
 - types of requests received
 - who needs service
-

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Assigning and Evaluating Work, Continued

Reviewing and summarizing service requests, (continued)

- average turnaround time for requests
 - status of vacant residences
 - cost of service/repair
 - technician work performance records
 - planning maintenance and repairs
 - training and/or adding staff
-

Contents of a service request form

Service request forms should contain:

- Resident name and address
- Date and time of request
- Repair or maintenance requested
- Permission to enter
- Name of service technician assigned
- Description of work completed
- Action taken: pre-inspection/work completed/repared temporarily/parts replaced/parts ordered
- Follow up needed (if any)
- Estimate of cost incurred
- Amount of time spent for service/repair (time in and time out)
- Follow-up call with resident or post-inspection

Some service request forms automatically provide multiple copies. These are useful because one copy can be given to the resident, another copy to the Supervisor, and another copy can be filed in the property's resident and/or unit file. Similarly, service software programs provide such copies and computerized evaluations of work

Reference: See the Toolbox for a sample work request form.

Contents of a weekly service request summary

Weekly service request summaries may be maintained for each service technician and for the whole property. This is more easily possible with automated systems.

Continued on next page

Assigning and Evaluating Work, Continued

Contents of a weekly service request summary, (continued)

The type of information for each maintenance technician should include:

- Name and job title
- Number of service requests completed
- Types of work performed
- Total number of hours worked
- Space for comments

The type of information for the property should include:

- Total number of service requests received
- Total number completed and pending
- Total number needing parts
- Total number remaining from previous week
- Total number of follow-up calls/inspections made
- Total number of emergencies handled
- Total number of make-readies cleaned, painted, repaired and completed
- Total number of preventive maintenance tasks completed and hours worked

Reference: See the Toolbox for a sample work request summary.

Work order tracking software

Today many properties use software programs that record work order assignments by type and employee. They capture information such as:

- who is being assigned what task(s)
- how many assignments are given in one day
- how many assignments are completed and how long did each assignment take
- how many call backs were made.

Several programs tie this software to locked key drawers so that it is mandatory to enter codes and descriptions before keys can be pulled. These programs provide both excellent reporting and effective key control.

Make-ready and maintenance software

Another change to onsite operations is the introduction of make-ready and maintenance software. These programs are designed to eliminate the typical “white board” make-ready tracking system and capture key information from work orders, including:

Continued on next page

Assigning and Evaluating Work, Continued

Make-ready and maintenance software, (continued)

- type of service
- who performed the service
- how quickly the service was done
- what parts were used (and how that affects shop inventory) as well as
- follow-up on repeat service calls
- identifying failing building components and
- targeting preventive maintenance.

These programs allow companies to schedule, budget, allocate and track resources necessary to turn over units as well as make repairs. Naturally, the faster and more accurately a make-ready is done, the less down time and lost rent is incurred and the more likely the new resident will be able to move in on time. No call backs for service after the move-in remains the objective.

Some of these programs even interface with property suppliers and can help in scheduling outside contractors or ordering supplies.

Manual tracking systems

Some properties may not have sufficient computer capability for maintenance personnel or they may decide that they do not wish to incur the cost. Therefore, manual tracking systems remain the norm in many companies.

Using a Contractor

**Definition:
contractor**

A contractor is a person or a company who is a separate business entity. They usually perform specific services or work and are hired to perform activities that your normal maintenance or housekeeping staff cannot do or where it has been determined that it is more cost effective to use such an outside vendor.

**How a
contractor is
selected**

Contractors are generally selected by using a bidding process, and require a legal contract before work can begin.

Reference: See the topics “The Bidding Process” and “The Contract” for additional information.

**When to hire
a contractor**

Use a contractor when experiencing any of the following circumstances:

- Shortage of staff due to illness, vacation, termination.
 - Lack of specific skills (parking lot repairs/resurfacing, roofing, landscaping).
 - Lack of specialized equipment (backhoes, welding equipment).
 - Lack of required licenses, permits (electrical and plumbing work).
 - To save money (materials or supplies may be included in contract prices and purchased at wholesale or bulk prices)
 - Materials or supplies may not be available locally.
 - Total cost of labor in terms of special insurance, licensing fees, payroll taxes, etc. may be more cost effective if borne by the contractor.
-

**Advantages
to using
contractors**

Some advantages to using contractors are:

- Specialized skills and quality based experience.
 - Avoiding expenses for purchasing and maintaining specialized equipment are avoided.
 - The maintenance staff can continue to meet daily service needs and preventive maintenance schedule.
 - The contractor handles required licenses, permits and insurance.
 - Safeguards warranty issues.
 - It may provide faster, more accurate, timely, and complete work product.
-

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Using a Contractor, Continued

Disadvantages to using contractors

Some disadvantages to using contractors are:

- Quality of work may vary from contractor to contractor.
 - Contract disputes can result in property liens and legal problems.
-

Finding a contractor

Some ways to find a contractor include:

- Researching the job to see what is needed
 - Asking for referrals
 - Contacting the local apartment association
 - Contacting other apartment communities or management companies
 - Asking other contractors
 - Looking in the newspaper
 - Looking in trade magazines
 - Asking suppliers – lumber yards, paint companies
 - Asking utility companies
 - Reviewing who did prior work at your property or other apartment communities
 - Calling the Better Business Bureau
-

Supervising a contractor's work

The Community Manager (and their supervisor) and the Maintenance Supervisor will need to decide how the job will be supervised. Most often, the Maintenance Supervisor will assume this responsibility unless the dollar cost and/or time involved make it more feasible for outside supervision of the work. However, this is an excellent opportunity to learn more about a specific project. It is always a good idea to be aware of what is happening on the property. Check with the contractor frequently, visually inspect the work daily and raise any questions and/or concerns to your Supervisor.

The Bidding Process

Purpose of the bidding process

The bidding process will help you to select the best contractor for the job.

The best contractor is not necessarily the cheapest. Sound business practices frequently call for bids from three (3) separate contractors. This should provide enough information to compare and select a contractor.

Scope of work

It is necessary for you to present all bidders with the same scope of work to be completed if you want accurate and complete competitive bids. It may be necessary for you hire a consultant to determine exactly what the scope of the work should be.

Accurate and complete job specifications are the most important part of the bidding process. Incomplete or inaccurate specifications will mean problems when work begins.

Job specifications should include the following:

- Detailed description of the work to be done, including preparation and application (quantity of work and units of measure to be used)
 - Specific materials and equipment to be used
 - Location of the job
 - Timeframe for completion
 - Licenses and permits needed
 - Insurance, warranties, guarantees
 - Payment schedules
 - Start and end of the work day
 - Clean up required and how often
 - List of references
 - OSHA requirements
-

Confidentiality

The bids should be kept confidential. Do not share details with other contractors who may wish to bid. Advise your staff to keep information confidential, as well. This is another opportunity to set the standard for quality. You are looking for the best candidate, not just the least expensive one.

Continued on next page

The Bidding Process, Continued

Reference checking

Before a bid is accepted and certainly before a contract is signed, references need to be checked. References should be for work done locally so that you may also visually inspect the work. You may also want to check with the Better Business Bureau to learn if any complaints have been filed against a particular contractor.

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The Contract

Purpose of a contract

Contracts are used to minimize risk to the property, its owners and employees.

Reference: See the *Legal Aspects & Responsibilities Participant Guide* for additional information and a sample contract.

Who should sign a contract?

The conditions for negotiating a contract and the people empowered to sign a contract are usually covered by company policy. The scope of the project and the dollar amount may require that a company supervisor or owner sign a contract.

Legal review recommended

All contracts are subject to local, state and federal laws. An attorney should review contracts before they are signed to ensure compliance and reduce risk.

What should a contract contain?

A contract should contain:

- The scope and nature of the work to be performed, outlining the detailed specifications.
- The starting and completion dates.
- A remedies and cancellation clause.
- A hold-harmless clause.
- Proof of workers compensation and proof of comprehensive general liability insurance.
Reference: See the Toolbox for a sample Certificate of Insurance.
- Total cost of work.
- A payment schedule, outlining retainage fees.
Note: A retainage fee is a percentage of the contractor’s payment (usually 10%) that is held by the property or the management company for a specific time period (usually 30 days) after the job is completed. The purpose is to guarantee the completion of the work and cover any defects in the workmanship.
- List of subcontractors, if any, being used on the project.
- Performance penalties, if applicable.
- Time contractor will start work in the morning and end in the evening.
- Required clean up and frequency.

Continued on next page

The Contract, Continued

Ways to reduce risk

There are several ways to reduce risk by specifications or requirements you may include in a contract. These include:

- Lien waivers
 - Multiple payee payments
 - Payment and performance bonds
 - Certificates of insurance
-

Lien waivers

A waiver of lien is a signed and notarized document that waives or surrenders all claims against the property or the management company from the contractor, his employees, his subcontractors and his material suppliers. It is very possible that a lawsuit or lien (legal claim) could be filed against an apartment community by a vendor or subcontractor for non-payment, even though the community paid the contractor in full, but had not received a lien waiver. Requiring lien waivers from subcontractors working for the general contractor is a good business practice.

Lien waivers must be signed before disbursements are made. Local laws may require lien waivers to be filed with county or city agencies.

Reference: See the *Legal Aspects and Responsibilities Participant Guide* for additional information and a sample of a lien waiver.

Multiple payee payments

Making disbursement checks payable to both the contractor and his supplier can also reduce risk. This method ensures both parties are paid and protects against mechanical or material liens on the property. This agreement would be outlined in the draw schedule. Sometimes, this method is used after a contract is signed when the contractor is unable to meet his obligations to vendors. However, in these cases the method is not included in the draw schedule.

Payment and performance bonds

Companies may require the contractor to furnish bonds ensuring both the price and the performance of his work. These bonds are usually required by lenders or general contractors in the construction of new apartments, and are required in some states for large jobs. Copies of the bonds are attached to the contract, if required.

Continued on next page

The Contract, Continued

Certificates of insurance

Contractors are required to provide proof of insurance for liability and Workers Compensation Insurance for contractor employees. The purpose is to prevent injury claims against the property and protect against property damage caused by contractor negligence.

If a contractor cannot provide adequate insurance coverage, the work should be contracted to another company that can provide the required coverage.

Reference: See the Toolbox for a sample of an insurance certificate.

SAMPLE

Vendor Management

What vendors may be used for

In addition to single-event large jobs, vendors are frequently used for recurring weekly or monthly maintenance, such as:

- pool maintenance
- landscaping and
- pest control.

Often, interior painting and carpet maintenance are also contracted.

Use a vendor agreement

Just as in the case of large job contracts, formal vendor policies should be set and a vendor agreement should be executed.

Contents of a vendor agreement

Important areas to cover in the agreement include:

- Does the vendor supply goods alone, or goods and services?
 - Who will get the bill – management or owner of property?
 - Will payments be processed from invoices or statements?
 - Will payment be made within 30 days?
 - Who has to approve invoices? Are there approval limits?
 - Will employees be prohibited from accepting gifts or favors from vendors?
 - Will vendors be required to complete a W-9 and submit a valid certificate of insurance prior to beginning work?
 - Will the vendor be responsible for damage he causes, including water intrusion that can cause mold?
 - Will the vendor be held responsible for screening its employees and their conduct while on your property?
 - Will vendors be required to meet your fair housing, drug-free, weapon-free workplace policies?
 - Will vendors be asked to use utilities prudently?
-

Chapter 3: Exterior Maintenance

Chapter Overview

In this chapter The table below lists the topics in this chapter.

Topic	See Page
Elements of Exterior Maintenance	3-2
Property Inspections	3-3
Common Area Maintenance Checklist	3-4
Building Maintenance Checklist (Exterior)	3-8
Building Maintenance Checklist (Interior)	3-10

SAMPLE

Elements of Exterior Maintenance

What is exterior maintenance?

Exterior maintenance is the ongoing inspection, repair or replacement of those areas outside of your residential and other buildings.

Elements of exterior maintenance

Specifically, exterior maintenance includes the following elements:

- Property grounds
 - Fences, retaining walls
 - Landscape irrigation
 - Exterior lighting
 - Building exteriors including siding, roofs, stairways and balconies
 - Pools, ponds and other water features
 - Utility buildings, trash and mail areas
 - Parking lots and sidewalks, carports and garages
 - Tennis courts, spas, volleyball areas, playgrounds and picnic areas
 - All public accessibility areas with ADA and Fair Housing Act implications
-

SAMPLE

Property Inspections

When to inspect

To evaluate the condition of the buildings, grounds and common areas on your property, it is necessary to inspect everything on a regular basis – preferably once a month.

Benefits of frequent inspections

Inspections can help you find problems when they are relatively small, easy and inexpensive to repair. You will be able to identify specific and immediate problems that need the attention of your supervisor and discuss long-range plans and preventive maintenance programs. Frequent inspections also ensure the safety of the property and residents.

Who should accompany you?

The Maintenance Supervisor should accompany you. Inspections also provide excellent training opportunities for others on your staff.

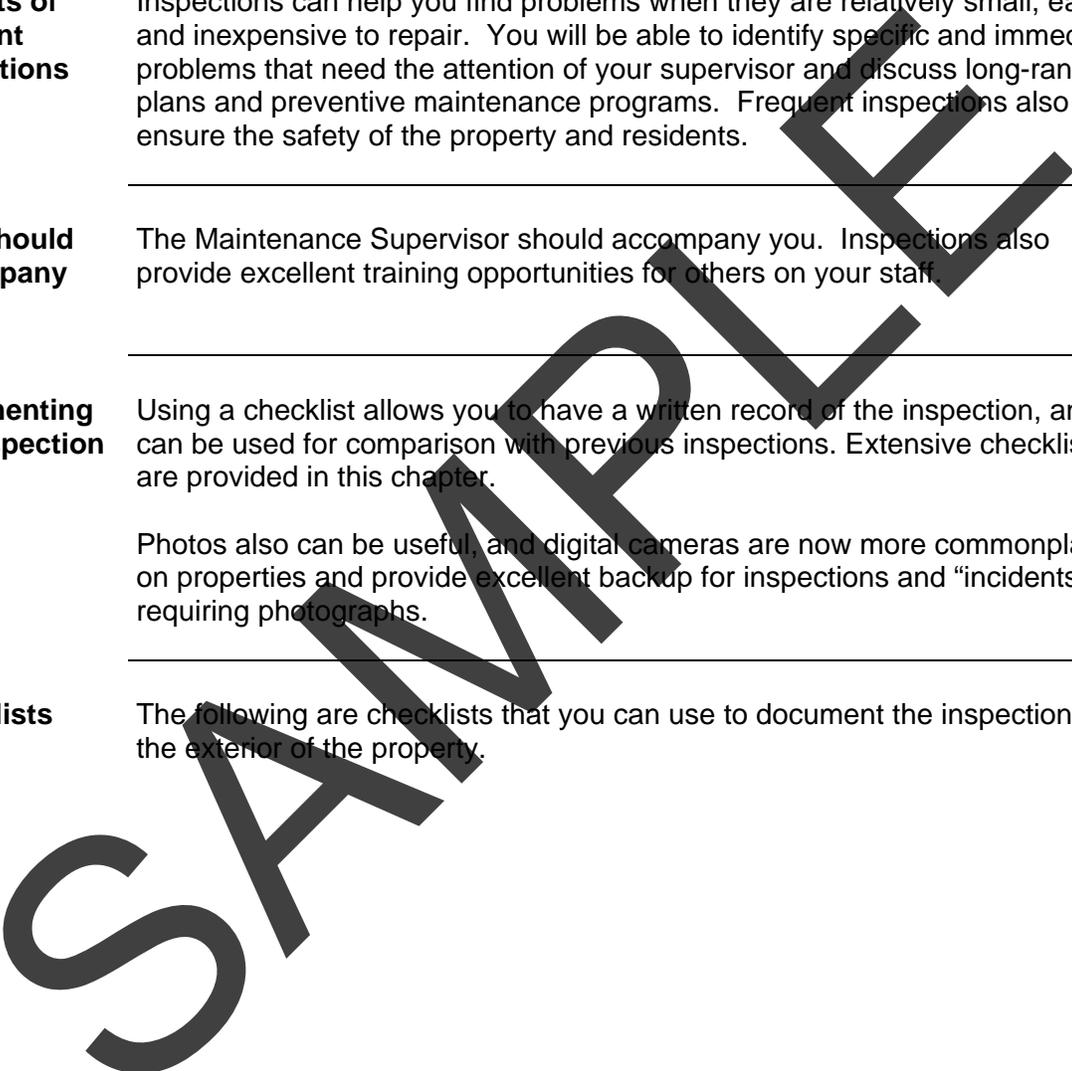
Documenting the inspection

Using a checklist allows you to have a written record of the inspection, and can be used for comparison with previous inspections. Extensive checklists are provided in this chapter.

Photos also can be useful, and digital cameras are now more commonplace on properties and provide excellent backup for inspections and “incidents” requiring photographs.

Checklists

The following are checklists that you can use to document the inspections of the exterior of the property.



Common Area Maintenance Checklist

Checklist The following is a checklist you can use for common area maintenance.

Location	What to look for	Inspection/Date	Status	Problem/Action
Entrance and driveways Property curb appeal	Clean and well-maintained surfaces, proper grading and drainage; sewers covered and clear of debris and trip hazards.			
Signage	Signage well maintained, visible, and lit at night.			
Parking lot	Free of deteriorated surfaces, potholes, oil stains, and standing gravel. Proper grading and drainage.			
	Striped and easily visible.			
	Curb stops, bollards, or approved barriers are provided and secure at the edge of parking areas.			
	Proper grading and drainage.			
Garages and covered parking	Damage and/or leaks to roofs, support posts, siding or doors. Oil stains. Smoke detectors and lighting.			
Improperly tagged cars	Free of debris and trash.			
Parked vehicles	Abandoned or disabled vehicles.			
	Parking permits, license plates, and inspection stickers.			
Accessory Structures: fences, retaining walls, storage and mail areas	Structurally sound and free of loose, bent, broken deteriorated or missing materials.			

Continued on next page

Common Area Maintenance Checklist, Continued

Checklist, (continued)

Location	What to look for	Inspection/Date	Status	Problem/Action
	Free from any accumulation of rubbish or garbage and maintained in a clean, safe and sanitary manner.			
	Graffiti.			
	Proper grading and drainage.			
Trash Containers; Compactors	Dumpsters/trash containers in good condition.			
	Cleanliness and odor.			
	Extermination program.			
	Drain plug removed from new dumpsters.			
Sidewalks	Structurally sound, level and free of loose, bent, broken, deteriorated or missing materials.			
	Proper grading and drainage.			
Lighting	Sufficient for sight and safety. Check lighting at night.			
	Structurally sound and operating.			
Maintenance shop	Clean, adequately lighted, ventilated, and secure.			
	Equipment/tools stocked and stored properly.			
	Proper storage of paints, solvents, pesticides, etc.			
	Personal Protective Equipment (PPE) available, and in good condition. Fire extinguishers checked and updated.			

Continued on next page

Common Area Maintenance Checklist, Continued

Checklist, (continued)

Location	What to look for	Inspection/Date	Status	Problem/Action
	Inventory - parts properly stocked and stored. SDS sheets on file. Have communication plan posted. OSHA form 200 posted. First aid kits. EPA recovery equipment registration displayed.			
Landscaping	Lawns and shrubs well maintained. Dead trees/shrubs are removed. Tree limbs over gutters and roofs are pruned. Soil erosion; mulch; decorative rock. Sprinkler leaks			
Sprinkler system	Sprinkler system functional. Without leaks. Proper spray pattern heads installed. Rain and freeze stats operational.			
Pool	Complies with local ordinances for occupancy, safety precautions, chemical testing with current log updated. Posted pool rules and regulations. SDS sheets kept in log in pool area.			
	Fencing, self-locking gates around the pools, railings, surfaces, locks well maintained.			
	Electrical and plumbing systems, water supply, drain, well maintained and working properly.			

Continued on next page

Common Area Maintenance Checklist, Continued

Checklist, (continued)

Location	What to look for	Inspection/Date	Status	Problem/Action
	Structure – walls, bottom, ladders, steps in good condition. Markings correct.			
	Signage – visible and well maintained.			
	Accessories – chairs, tables, benches, umbrellas well maintained.			
Other: tennis, volleyball courts, playground, etc.	Surface or area well maintained; lighting, cleanliness and safety. Playground equipment in safe, useable condition.			
Other: ponds, fountains, underground storage tanks, etc	Clean, functioning – electrical/plumbing systems. Safety. GFI protected.			
Snow and ice	Timely and thorough removal. Appropriate use of salt/sand/de-icer. Records kept current.			
	Dangerous areas noted, treated, and properly marked.			

Building Maintenance Checklist (Exterior)

Checklist The following is a checklist you can use for exterior building maintenance.

Location	What to look for	Inspection/Date	Status	Problem/Action
Exterior	All exterior surfaces are protected from wind, rain and snow by painting, staining, sealing, siding or the use of other weather tight materials to prevent deterioration.			
	Balcony joists and decks are structurally sound and free of cracked, rotted, rusted or bowed materials.			
	Awnings are anchored to the structure and free of loose, torn, bent or deteriorated materials.			
	Porches, stairs and stringers are level and structurally sound.			
	Decorative features are anchored to the structure and free of loose, missing or deteriorated materials.			
	Columns are structurally sound and free of any loose, bowed or deteriorated materials.			
	Property is free of accumulation of rubbish or garbage and maintained in a clean, safe and sanitary manner.			
	Proper grading and drainage of exterior property areas.			
	Missing or worn ground cover/grass.			

Continued on next page

Building Maintenance Checklist (Exterior), Continued

Checklist, (continued)

Location	What to look for	Inspection/Date	Status	Problem/Action
	Siding is weather tight and secure to the exterior wall, free of bent, missing or deteriorated materials.			
	Brickwork is free of cracked, loose or deteriorated materials.			
	Foundation shows no sign of seepage or entrance of rodents into the building. Foundation is structurally sound and free of large cracks, holes, or loose materials.			
	Sewer and drain connections and sump pump working properly.			
	Shutters are secure to the exterior wall and free of loose, deteriorated or missing materials.			
	Antenna, cable and phone systems securely fastened; all wires intact.			
Meters	Functional; no signs of tampering. Meter labeled.			
Other				

Chapter 4: Interior Maintenance

Chapter Overview

In this chapter The table below lists the topics in this chapter.

Topic	See Page
Elements of Interior Maintenance	4-2
Make-Ready Maintenance	4-3
Unit Interior Maintenance Checklist	4-6
Building Maintenance Checklist (Interior)	4-13
Managing Inventory	4-15

SAMPLE

Elements of Interior Maintenance

What is Interior Maintenance?

Interior Maintenance refers to the work required to inspect, repair or replace items that keep building interiors, including residential units, in excellent condition.

Elements of Interior Maintenance

Knowledge about the following areas is helpful for the community manager and improves their capability in overseeing the implementation of the property's interior maintenance functions:

- Office and clubhouse areas
- Interior hallways
- Cleaning and janitorial areas
- Business centers, fitness centers, laundries and other interior amenities and common areas
- Service to occupied units
- Make ready of residential units

SAMPLE

Make-Ready Maintenance

Manager's responsibilities

Make-ready maintenance is one of the most intensive activities in apartment management. As the manager, you will be involved in:

- pre-inspecting the unit
- deciding what maintenance and make-ready tasks are needed, and
- post-inspection to ensure that
 - the work is completed satisfactorily, in a timely manner, and
 - the apartment home is ready for showing and eventual occupancy.

Although this is sometimes delegated to other staff members, the Community Manager is responsible for the “market-ready” condition of the property.

Maintenance department responsibilities

The Maintenance Supervisor or Service Manager, with oversight from the Community Manager, is responsible for monitoring future move-outs and ensuring vacant apartments are made ready timely and to the required highest standard possible. Details make the difference in the make-ready process.

Move-out inspection

Inspect each vacant unit

Each vacant unit will need to be inspected at move-out to determine the scope of the make-ready process for this particular unit.

- Is there significant physical damage?
- Are major appliances in good working condition?
- Is there retrofit or rehab work to be done during the turn?
- Will contractors be involved, and what will be the scope of their work?

Be thorough

Inspections must be thorough. A good inspection of appliances includes turning on the stove, dishwasher, exhaust fans and disposal, and opening the refrigerator door.

It is a good idea to carry a flashlight and notebook or paper for notes when making inspections.

Have a plan

You want to be sure you are able to meet the expectations of prospective residents. You should work with your maintenance and housekeeping staffs to develop sound and efficient plans for handling make-readies.

Continued on next page

Make-Ready Maintenance, Continued

Deciding what tasks should be done and when

As a Community Manager, you will organize and supervise the necessary people and contractors to complete the make-ready process or oversee this being done by the Maintenance Supervisor or Service Manager.

You need to know:

- The tasks and supplies required to “turn” a vacant unit.
 - Amount of time each task takes.
 - How many tasks can be done at the same time without staff or contractors getting in each other’s way or interfering with the work already completed
-

Quality of work

The Community Manager must set the quality expectation for the apartment home and it must be clear to employees or contractors who paint, clean, shampoo, or change carpet and employees what is acceptable in terms of their work quality and timeliness.

You or someone you designate will need to inspect the units as they complete various stages of make-ready. This will ensure tasks are being completed to market-ready standards in reasonable time and order without overlaps with other workers or vendors.

Order of make-ready maintenance

The usual order in which make-ready maintenance occurs is:

- Trash removal (refuse and abandoned personal belongings)
Note: If you are unclear as to abandonment, you may wish to have a policy to not remove personal property without checking with the former resident if they can be reached.
Reference: See the topic “Move Out Inspections” in the Occupancy Management chapter of the *Management of Residential Issues Participant Guide* for additional information on handling items left behind by a resident.
 - Pest control
 - Mechanical systems – electrical, plumbing, appliances, HVAC
 - Retrofits and rehab items
 - Sheetrock, doors, windows, locks, cabinets, counters
 - Painting, caulking
 - Flooring
 - Final cleaning and welcome gift
-

Continued on next page

Make-Ready Maintenance, Continued

Turn around time requirements

Many companies establish standard turn around time requirements.

Example: 5-7 working days following the day of move-out.

Market-ready requirements

Some companies also have goals such as having 75% of all vacant units “market-ready” at all times. Such targets help ensure maximum effort and focus on the best possible, most complete apartment home inventory.

Your occupancy level and the progress of your leasing results depend greatly on the quantity of your rent ready units as well as the quality of each of those apartment homes. If high quality units in sufficient quantities are not available to lease at all times, your current occupancy and your leased occupancy will decline. Clean, like-new, as if never lived in apartment homes should be the goal. Move-in condition is the key to start a residency in the right way.

Checklists

The following are checklists that you can use to document the inspections of the interior of the property.

SAMPLE

Unit Interior Maintenance Checklist

Checklist The following is a checklist that can be used for unit interior maintenance.

Location	What to look for	Inspection Date	Status	Problem/Action
Walls & Ceilings	Structurally sound and free of water damage.			
	Clean and free of holes, dents, cracks and loose drywall taping.			
	Wallpaper or wall coverings are adhered to the wall and free of loose, torn, missing or deteriorated materials.			
	Shower walls and grout are water tight and free of mold or mildew.			
	Base molding and trim are secure to the wall or ceiling and free of cracks or missing sections.			
Floors	Floors are structurally sound, level and free of rotting wood.			
	Floor coverings are secure, clean, impervious to water and free of broken, cracked, worn or missing materials.			
	Carpeting is clean and secure to the floor; free of holes, tears, burns, stains and loose strands.			
	Stair treads, risers and stringers are structurally sound; stair coverings are secure and level to prevent trip hazards. Stairs are free of any loose, broken or deteriorated materials.			

Continued on next page

Unit Interior Maintenance Checklist, Continued

Checklist, (continued)

Location	What to look for	Inspection Date	Status	Problem/Action
Doors	Doors and doorframes must be free of holes, cracks and deteriorated materials.			
	Door hardware intact. Locks at the entrances to all dwelling units tightly secure the door.			
Cabinets	Kitchen and bathroom cabinet surfaces can be easily cleaned. Cabinets are free of water damage and loose, missing or broken materials and hardware. Doors open and close easily within the frame.			
Counter tops	Free of damage, stains or scarring.			
Safety	Approved smoke detectors are installed and maintained in hallways and stairways. Smoke detectors are located in each apartment or dwelling.			
	Fire extinguishers are available in common areas.			
	Mailboxes are labeled and secure.			
Windows	No cracks in panes, clean, tracks and sills clean, blinds/shades in working order.			
Drapery and rods	Good condition, clean, securely attached.			

Continued on next page

Unit Interior Maintenance Checklist, Continued

Checklist, (continued)

Location	What to look for	Inspection Date	Status	Problem/Action
Electrical	Common areas have adequate lighting. (A minimum of 10-foot candles of natural or artificial light should be provided at the tread level).			
	Light fixtures are in working order and bulbs and fixture covers are clean.			
	Conduit completely encloses electrical wiring.			
	Electrical outlets, switches and junction boxes are wired properly, operate safely and have secure cover plates. Cover plates are free of charred surfaces.			
	Intercom or buzzer systems are maintained and labeled.			
	Panels and circuits are not overloaded. All openings are covered and circuits labeled. Panels provide adequate service and operate safely.			

Continued on next page

Unit Interior Maintenance Checklist, Continued

Checklist, (continued)

Location	What to look for	Inspection Date	Status	Problem/Action
Appliances	All appliances must be installed correctly and free of broken, missing or loose parts.			
	Refrigerators should be cleaned and maintain the proper temperatures.			
	Stoves must be installed properly, free of gas leaks or electrical hazards.			
	Washing machines are free of water leaks, electrical hazards and broken or missing parts.			
	Dryers are installed and vented according to local code.			
	Air conditioners are properly installed and functional.			
Plumbing	All plumbing fixtures drain quickly and can be easily cleaned. Fixtures are properly installed and free of leaks, cracks or deterioration. Hot and cold water is supplied at all faucets and showerheads.			
	Toilets are free of leaks and operate properly.			
	Faucets are operable, secure and free of leaks, cracks and corrosion.			

Continued on next page

Unit Interior Maintenance Checklist, Continued

Checklist, (continued)

Location	What to look for	Inspection Date	Status	Problem/Action
	Plumbing supply lines must be connected to an approved water supply system.			
	Plumbing waste lines are free of leaks or obstructions. No odor of sewer gas is present.			
	Water heaters must provide an adequate supply of hot water at a temperature of not less than 110 degrees F. and no more than 140 degrees.			
	Temperature and pressure relief valves are installed on the water heater at the proper location. The valve is free of leaking, corroded, obstructed or missing parts.			
	A rigid copper or galvanized steel discharge pipe is installed at the temperature and pressure relief valve. An air gap of at least twice the diameter of the pipe is provided.			
	Gas burning water heaters are properly vented to allow toxic gas to exit the building safely. Ductwork or vents are tight fitting and free of holes or deterioration.			

Continued on next page

Unit Interior Maintenance Checklist, Continued

Checklist, (continued)

Location	What to look for	Inspection Date	Status	Problem/Action
Heating and ventilation	Unit receives adequate heat during heating season.			
	Baseboard heater covers are present and secure.			
	Vents are clean and free from obstructions, loose, missing, bent or broken materials.			
	Thermostats work and properly regulate the temperature within the unit. Thermostat is level.			
	Exhaust fan works; has a secure cover and no exposed wiring.			
Mechanical	Boilers are free of leaks and broken, corroded or missing parts.			
	Fuel burning equipment is properly vented to allow toxic gas to exit the building safely. Ductwork or vents must be tight fitting and free of holes or deterioration.			
	Proper clearances are maintained between combustible materials and all heat producing equipment and appliances.			

Continued on next page

Unit Interior Maintenance Checklist, Continued

Checklist, (continued)

Location	What to look for	Inspection Date	Status	Problem/Action
	A rigid copper or galvanized steel discharge pipe is installed at the temperature and pressure relief valve. An air gap at least twice the diameter of the pipe must be present. (The bottom of the pipe should not be threaded).			
	Safety valves are provided and in working order to allow for immediate shut off of the gas supply to fuel burning appliances.			
	Combustion air vents are provided and free of obstructions to allow for complete combustion of fuel burning appliances.			

SAMPLE

Building Maintenance Checklist (Interior)

Checklist The following is a checklist you can use for interior building maintenance.

Location	What to look for	Inspection/Date	Status	Problem/Action
Doors	Hardware and locks must tightly secure the door. Peepholes and deadbolts installed to code. Apartment number and addresses marked correctly. Visible from afar			
	Doorframe molding and sidelights are secure, weather tight and rodent proof and free of loose, broken or deteriorated materials.			
Windows	Window frames are weather tight and free of loose or deteriorated materials. Window locking devices work and meet code standards.			
	Windows panes must be free of broken or cracked glass.			
	Windows operate easily and are capable of being held in position by window hardware.			
	Screens present and in good condition.			
	Window blinds and curtains should have tangle free cords.			
Handrails and guardrails	Exterior and interior handrails and guardrails are installed where required to prevent accidents. Handrails and guardrails are firmly fastened and free of loose, deteriorated or missing parts.			

Continued on next page

Building Maintenance Checklist (Interior) Continued

Checklist, (continued)

Location	What to look for	Inspection/Date	Status	Problem/Action
Roofs	Shingles are weather tight and free of loose, missing or deteriorated materials.			
	Gutters and downspouts are secure and free of obstructions or missing materials and installed to direct water away from the structure.			
	Chimneys are straight, structurally sound, and properly flashed.			
	Chimneys are free of loose, missing, spalled or cracked masonry. Chimney caps are present and secured.			

SAMPLE

Managing Inventory

Importance of inventory management Material purchasing and managing inventory contributes to the Net Operating Income and consequently adds value. Maintenance and repairs can be handled more efficiently when tools or parts are readily available.

Who is responsible? The Maintenance Supervisor, under the direction of the community manager, is responsible for maintaining an inventory of frequently used parts and supplies and balancing the expense of the inventory with the timing of the need.

Standard inventory Standard inventory includes items that are used frequently. Items that are used infrequently, or that are extremely expensive, are not normally included in standard inventories.

Keeping costs down Purchasing items in bulk and standard sizes can help reduce inventory costs, yet large inventories can be difficult to maintain and control. Keeping more than one or two extras of major appliances does not make sense nor is space likely available for storage.

Product knowledge can save you time and money. You may work with your Maintenance Supervisor in developing your inventory items and “shopping list,” but it is essential that you understand each of the items and their role in your everyday maintenance of exteriors, interiors and apartment units.

In addition to understanding maintenance terminology and industry or common names, managers must understand the concepts of comparative shopping. It is much like shopping for weekly groceries or big-ticket items like refrigerators.

Comparing quality, cost, size and supplier Assume you need to purchase garbage disposal units for the property. You have read Consumer Reports to narrow down your purchase to one brand, but learn there are generally three (3) grades in every tool, supply and part that you buy:

- Basic – least expensive, short life expectancy.
 - Slightly more expensive – more durable, and has stainless steel blades.
 - Heavy duty – most expensive, long life expectancy, all stainless steel parts.
-

Continued on next page

Managing Inventory, Continued

Comparing quality, cost, size and supplier, (continued)

To make your decision, you need to calculate the short and long-term costs – such as how often you will need to repurchase these items. You also need to consider the owner's maintenance goals, and then decide on the best value. Current equipment on the property should be considered. Should the same brand be used that was used when built or renovated. If an item has a relatively short useful life anyway, maybe top quality isn't necessary.

If your owner plans to improve the property on a minimal level and then sell the property, that goal will impact your purchasing just as the goal to upgrade and enhance the property for a long term hold would.

Buy what works best for you

Always buy in the quantity and size that works best for you. Constraints could be:

- a small shop area,
 - small budgets, or
 - mostly contractor work rather than in-house maintenance.
-

Storage of tools and supplies

Proper care and storage of tools and supplies is essential. A well considered purchase of paint or a new hand tool for added efficiency will be poorly spent money if the paint cans are sealed poorly or the tool is left out in the rain.

Managers should consider the following.

- Controlling inventory costs is important.
 - Storage areas should be secure, conveniently located and properly organized to minimize the risks of theft and loss due to spoilage.
 - All OSHA standards should be followed for safety purposes.
-

Relationships with suppliers and contractors

An important task as a manager is to ensure that good working relationships exist with suppliers and contractors. This is often handled directly by the Maintenance Supervisor or Service Manager. Creating sound, ongoing business relationships benefit you and the supplier. These relationships may be especially helpful in emergency situations and when special products must be found.

Continued on next page

Managing Inventory, Continued

Relationships with suppliers and contractors, (continued)

The benefits are:

- Time saved because you trust the product and prices. (However, do not be afraid to get second opinions on costs, services, etc).
 - Suppliers who know your product and needs can suggest an appropriate selection of products.
 - Purchases are delivered.
 - Many suppliers measure and install products.
-

Vendor programs

Many property management companies and owners have developed national buying programs with certain vendors and suppliers. Many of the programs require certain levels of purchases in order to guarantee lower pricing levels. Rebates may be tied to required spending. A Community Manager must stay abreast of those purchasing requirements, including pricing structures and availability. It is important to purchase products that are in the best interest of the property. Do not always buy what is on sale that week.

Maintenance management software

Today there are maintenance management software programs that help:

- generate and track work orders.
- schedule preventive maintenance.
- produce inventories for parts and supplies.
- categorize expenses.
- analyze employee and contractor productivity; and
- provide histories for all property components.

These programs require significant upfront training but can be successful in lowering maintenance expense and improving property productivity. Many of these software providers are members of the local and national apartment associations and can discuss your needs.

Record keeping

Finally, and in all cases, no matter the level of sophistication, you should maintain good records to monitor purchases, keep warranties and plan future purchases.

Reference: See the Toolbox for a sample property inventory form.

Chapter 5: Preventive Maintenance

Chapter Overview

In this chapter The table below lists the topics in this chapter.

Topic	See Page
Overview of Preventive Maintenance	5-2
Developing a Preventive Maintenance Program	5-4
Assigning Personnel to Complete the Work	5-7
Monitoring the Preventive Maintenance Program	5-8
Conservation	5-10

SAMPLE

Overview of Preventive Maintenance

What is Preventive Maintenance?

Preventive Maintenance (PM) is a proactive approach to protecting and maintaining the value of property assets. It requires significant planning and scheduling. It is designed to:

- extend the life of equipment;
 - reduce unexpected problems; and
 - lessen the likelihood of normal problems becoming more costly ones.
-

Who is responsible?

Managers are responsible for planning and overseeing the implementation of preventive maintenance activities, but the success of PM is based on everyone's contributions. This includes the manager and the maintenance staff.

Benefits of a preventive maintenance program

A properly administered PM program will:

- reduce service requests;
- reduce expenses;
- extend the useful life of fixtures and equipment;
- increase resident satisfaction and resident retention; and
- increase the value of the property.

Many properties suffer physically and economically as a result of an inadequate preventive maintenance program.

Cleaning a dirty condensing unit (\$5-10) with staff labor is considerably less expensive than replacing the condensing unit (\$400-600) when it breaks down because it was not cleaned.

When it may be required

Lenders and insurers frequently require evidence of some type of ongoing preventive maintenance program, including a system of follow-up, especially for areas of maintenance involving safety, water intrusion and areas of environmental pollution and compliance concern.

Continued on next page

Overview of Preventive Maintenance, Continued

Success factors

The following are key factors that will add to the success of your PM program:

Gain the commitment of everyone.

- Involve your staff in planning, scheduling and implementing your preventive maintenance program.
- Review the PM plan with your staff and discuss everyone's assignment.
- Lead by example.

Customize your program to address the specific needs of your apartment community.

- Consider all aspects of the community:
 - Owner's goals
 - Type of equipment used and frequency of use
 - Property size, age and geographical region
 - Residents' profile and special needs
 - Staff and resources
 - Seasonal issues (PM needs in summer and winter)
 - Budget

Communicate frequently with your staff.

- Keep staff informed of maintenance activities.
- Encourage your staff to keep one another informed.
- Provide staff with access to PM information.
- Implement preventive maintenance as a team effort.
- Review the budget with the entire staff.
- Emphasize the value of PM and the staff's involvement.

Monitor and follow up on PM activities.

- Keep track of maintenance work records.
 - Make sure work is inspected.
 - If there is an action item, ensure it gets completed by the deadline.
 - Review PM activities on a regular basis.
-

Developing a Preventive Maintenance Program

Inspections and inventory

A good preventive maintenance (PM) program begins with a thorough inspection of the property and a list of all items that are subject to regular inspection. This list can be developed or updated by walking through the property and taking note of maintenance equipment, structural components and the condition of the landscaping.

To support the team approach, ask staff members to take part in some or all of the inspections.

Items to be included

Examples of items that should be included in a preventive maintenance program:

AC coils	Fences
AC condenser	Fire extinguishers
Balconies	Foundations/buildings
Blower motors	Furnace and A/C filters
Boilers	Gutters
Carpentry	Water heaters
Carpeting	Landscaping
Caulking	Lighting
Chimneys	Plumbing/fixture
Clubhouse & models	Pools
Common areas	Roofs
Culverts	Screens
Curb/sidewalks	Sewers/drains
Downspouts	Signage
Electric panel/switches	Smoke alarms
Entry gates	Sprinkler systems
Exterior surfaces	Stairs/Handrails
Exterior walls	

Establish tasks and frequency

After identifying the items subject to preventive maintenance, establish the tasks to complete each item and the frequency with which these tasks should be performed (daily, weekly, quarterly, etc.).

Create a maintenance schedule

The maintenance schedule includes the list of items that are subject to regular maintenance and the date when the preventive maintenance is scheduled. In addition to timing concerns (daily, weekly, monthly, etc.) seasonal maintenance must be considered part of the plan.

Continued on next page

Developing a Preventive Maintenance Program, Continued

Create a maintenance schedule, (continued)

Climate and property location influence the items that must be on the list. Checking supplies for ice and snow conditions would be normal for a Chicago-area property, but not for one in the Tampa area.

Example:

Take a file box and fill it with 52 index cards (one card for each week).

On each card, record the PM tasks should be performed that particular week, using the information from your detailed inspection, including any manufacturer's special procedures and special tools, and noting any important safety issues.

Some tasks will be listed on multiple cards and done several times a year. For example, changing HVAC filters. If you change them four times a year, the task will appear on four cards, one for each week when the filters will be changed.

If you inspect your boilers thoroughly twice a year, you will have two cards in your file box telling you the week to do your boiler inspection.

Some items, like roofing, are inspected thoroughly only once a year so there will only be one card with roof inspection on it.

Reference: See the Toolbox for a sample preventive maintenance schedule.

Helpful resources

The maintenance manuals provided by equipment manufacturers are invaluable when trying to create a maintenance schedule. The procedures in these manuals should be reviewed to determine if additional tests, repairs or inspections should be added which reflect the special use of the equipment in your facility. Warranties should also be kept on file.

Inventory records

It is important to keep inventory records. Should a theft occur, you would have the information you need to submit a claim to the insurance company.

You might consider having an engraver to engrave the property name on all tools and equipment.

Continued on next page

Developing a Preventive Maintenance Program, Continued

Tickler file

A tickler file contains the use and care manual for every appliance, the equipment manufactures specifications of what type and how often PM should be performed, and all related information.

Each week, on Monday, management photocopies and staples a copy of that week's PM tasks file card and a copy of the tickler file information to the weekly PM work order.

Once PM is completed and inspected, written records are kept of the results and results are forwarded off-site and follow-up if necessary.

By mid-week, management follows up to ensure that the PM for that week has been started or to get a projection of when it will be done that week.

Combining PM with regular maintenance

It is a good idea to combine PM with other regularly-scheduled maintenance tasks.

Example: Pest control is professionally performed in each apartment unit every three months (quarterly). You can combine the routine quarterly apartment inspection with HVAC filter change (which should also be done at a minimum of every quarter) with the pest control service. The maintenance technician or staff person visits each apartment with the pest control technician.

By doing this, you:

- set a clear date that maintenance will visit each apartment for a quick inspection;
 - ensure that each A/C filter is changed on time;
 - provide supervision of the pest control technician, making sure the job is done safely; and
 - correctly retain tighter key control. (The maintenance technician or staff person locks and unlocks the doors).
-

Assigning Personnel to Complete the Work

Onsite staff vs vendors

Once inspections have been made and the maintenance schedule is prepared, the Manager and Maintenance Supervisor must decide who will do the work.

Sometimes decisions must be made regarding whether to use the onsite maintenance staff or an outside company or service for certain preventive maintenance activities.

In general, the Manager will want to work with the onsite staff to retain control of expenses.

Tasks that onsite staff can do

Assigning personnel to a service schedule requires knowledge of each Maintenance Technician's skill level. The onsite Manager should be familiar with personnel skill levels so that the Manager is generally aware of who is likely to be assigned to what task by the Maintenance Supervisor.

Tasks that outside vendors can do

Outside vendors can do:

- exterior painting
 - brickwork
 - carpentry
 - concrete and driveway repairs and
 - turn services (painting, carpet shampoo or installation)
-

Tasks that require a licensed expert

There are certain maintenance tasks in a multifamily housing operation for which a licensed service expert may be required by state/local or federal regulations to get equipment in operating condition or to perform scheduled preventive maintenance activities throughout the year.

These include:

- central air conditioning
 - elevators
 - swimming pool
 - pest control
 - landscaping and
 - snow removal
-

Monitoring the Preventive Maintenance Program

What needs to be done

The Manager and Maintenance Supervisor need to:

- monitor the maintenance work being performed, and
 - keep preventive maintenance records to make sure the work is inspected.
-

Ways to monitor the work

The work can be monitored by:

- creating and submitting a written maintenance report to the Maintenance Supervisor at the beginning of the month and reviewing the monthly service schedule at the end of the month
 - meeting with the Maintenance Supervisor on a regular basis to discuss PM progress
 - using one-on-one or group discussions with the maintenance staff to identify opportunities for improvement
 - inspecting the property/equipment with the maintenance supervisor, and
 - comparing budgeted expenses to actual.
-

Ways to keep records

When inspections are made, the preventive maintenance schedule can be filled in to show the date and any comments you have. Similarly, the landscaping report can be completed. Each month, the monthly PM report can be used to record the date that each task was completed.

Reference: See the Toolbox for samples of a preventive maintenance schedule, landscaping report and monthly preventive maintenance report.

Preventive maintenance file

A preventive maintenance (PM) file should be created to keep track of all PM work.

What should be kept in the file

PM information that should be contained within this file includes:

Equipment information

- Serial/model number
 - Date of purchase
 - Warranty
 - Manufacturers PM requirements
-

Continued on next page

Monitoring the Preventive Maintenance Program, Continued

What should be kept in the file,
(continued)

PM records

- Termite and pest control inspection records
 - Preventive maintenance needs
 - Records of maintenance actions
 - PM schedule
 - Staff information
 - Name of person who performed the work
 - Length of time it took to complete the work
 - Manager's notes
-

How information should be filed

Information should be filed according to how often the maintenance needs to be performed.

SAMPLE

Conservation

What you can conserve

Managers can add value by taking advantage of opportunities that conserve:

- time
- money and
- resources

One method used to conserve resources is retrofitting, which when completed will also save time and money.

Definition: retrofitting

Retrofitting is replacing worn, older less efficient parts and equipment with newer energy saving models.

Benefits of retrofitting

Retrofitting is conducted for several reasons. The five (5) most common reasons are to:

1. enhance the value of the property
 2. better serve the residents
 3. reduce operating costs
 4. lengthen the time between service calls and
 5. conserve energy and resources
-

Other ways to decrease water usage

More retrofits

In addition to replacing showerheads, other retrofits can decrease water use while delivering water in a manner satisfactory to your residents: Consider:

- low-flow faucet aerators

Stop leaks

The number one way to save water is to stop leaks! As aerators are placed in faucets, seals can be checked and replaced providing a double benefit.

Continued on next page

Conservation, Continued

Incentives to replace toilets/washing machines

Although your budget may not allow for purchases of such devices, some municipalities and public water authorities offer apartment communities incentives and rebates to replace old toilets with Ultra-Low Flush Toilets (ULFTs). These toilets can save 10 to 20 gallons of water per toilet per day!

Many programs also include replacements of in unit and laundry clothes washers as well. Still others offer your residents conservation kits containing the aerators, showerheads and displacement devices already mentioned.

Other energy smart practices

Thermostats

Programmable/Set Back thermostats can be installed in offices, clubhouses, fitness centers, and laundries. Locked covers should be installed and management should set the desired temperature levels for the various times of the day.

Lighting

Motion detectors, photocells, and timers for lighting systems can also control energy use.

Insulation

Checking insulation adequacy and adding more can save money.

HVAC

HVAC coils, evaporator, and condensers should be cleaned annually. Filters should be changed quarterly.

Light bulbs

Energy efficient bulbs should be installed in lamps in hallways and models.

Water heaters

Water heaters should be turned off at the breaker.

Irrigation system

Regularly check (weekly in season) the property's irrigation system. Check clock functioning that controls time of day and amount of water. Make sure rain sensors work so you are not watering when it is raining. Perform monthly inspections looking for leaks, broken heads, misaligned nozzles, and missing valve box lids.

Toolbox

Overview

**In this
Toolbox**

The table below lists the documents in this Toolbox.

Topic	See Page
Maintenance Skills Checklist	Toolbox-2
Periodic Services Agreement Between Owner And Service Provider	Toolbox-4
Service Agreement Between Owner and Contractor	Toolbox-12
Asphalt Sealcoat Specifications	Toolbox-20
Parking Area Striping Specifications	Toolbox-23
Sample Service Request Form	Toolbox-24
Sample Service Request Summary	Toolbox-25
Sample Certificate of Insurance	Toolbox-26
Sample Property Inventory Form	Toolbox-27
Sample Preventive Maintenance Schedule	Toolbox-28
Skill Standards for Maintenance Professionals—See Skill Standards Tab	

SAMPLE

Maintenance Skills Checklist

	Skill	Experience level		
		None	Some	Expert
Electrical	Rewire shorted fixtures.			
	Replace circuit breaker.			
	Operate testing meter.			
Plumbing	Replace washers.			
	Replace faucet and handles.			
	Repair ball cock assemblies.			
	Install new ball cock assemblies.			
	Remove and replace trap.			
	Remove and install/reseal toilet.			
	Solder and replace pipes.			
Hot water heaters and circulating pumps	General maintenance.			
	Install water heater.			
	Oil circulating pump.			
	Install circulating pump.			
	Flush out water heaters.			
Furnaces/wall heaters	Replace thermocouple, heating elements.			
	Replace filters.			
	Clean filters.			
	Replace gas valve.			
	Check/test gas valve.			
	Replace fan motor.			
Appliances	Check/test pilot generator.			
	Install oven element.			
	Install stove element.			
	Rewire stove (partial).			
	Install oven timer.			
	Install oven thermostat.			
	Recharge refrigerant.			
Garbage disposal	Free jammed garbage disposal.			
	Replace gasket.			
	Disassemble and reassemble.			
	Rewire.			

Continued on next page

Maintenance Skills Checklist, Continued

Skill		Experience level		
	Install new disposal.			
Dishwasher	Remove impeller.			
	Install new pump.			
	Adjust timer.			
	Install new timer.			
	Install new dishwasher.			
Ceilings and walls	Repair wallboard and prepare for painting.			
	Install new wallboard.			
	Acoustic spraying.			
Flooring	Repair sub floor.			
	Replace sub floor.			
	Install tile.			
	Repair carpet with patches.			
Locks/Doors	Install deadbolt.			
	Replace lock cylinders.			
	Install a door jamb.			
	Hang new door.			
Pools	Backwashing.			
	Disassemble/assemble filter.			
	Clean - vacuum.			
	Replace heater.			
	Balance chemicals.			
	Replace shutoff valve.			
Sprinklers	Adjust sprinkler heads.			
	Replace sprinkler heads.			
Landscaping	Trim and prune.			
	Fertilizing.			
Glass/windows	Glass cutting.			
	Glass installation.			
Screening	Repair with patches.			
	Rescreen windows/patio doors.			

Periodic Services Agreement Between Owner and Service Provider

ABC Management, LLC

Contract Number: _____ - _____ - _____
 Community: _____

PERIODIC SERVICES AGREEMENT BETWEEN OWNER AND SERVICE PROVIDER

THIS AGREEMENT is made and entered into by and between _____ (the "Service Provider") and _____ (the "Owner"). Owner owns the Property known as _____ (the "Property") located at _____. Owner shall act through its Agent, _____ (the "Agent"). The Owner and Service Provider agree as follows:

1. SCOPE OF WORK (See Exhibit A)

- A. The Service Provider agrees to perform the Work and services required by this Agreement ("Periodic Services Agreement"), including any drawings, specifications and addenda listed and/or attached hereto (collectively referred to as the "Periodic Services Agreement Documents") in accordance with the Periodic Services Agreement Documents. Service Provider agrees to provide at its sole expense all labor, materials, services, equipment, tools, scaffolds and hoists required to fulfill its obligations and to properly execute and complete the Work as described more particularly on the attachments (the "Work") per Specification(s) No(s). _____ and Exhibit(s): _____.
- B. This Agreement represents the entire Agreement between the parties and contains all terms and conditions required for the proper execution and completion of the Work. The Owner or his Agent may order changes in the Work consisting of additions, deletions or other revisions. All changes in the Work shall be authorized only in writing by use of a Change Order, signed by the Owner. In the absence of such signed Change Order, such work shall be considered to have been performed as part of the original Agreement without additional compensation.
- C. This Agreement will be effective from _____, 200____ through _____, 200____.

2. SERVICE AGREEMENT SUM

- A. Owner agrees to pay to the Service Provider for the full satisfactory performance and completion of the Work as specified or required in the Periodic Services Agreement Documents according to the payment schedule outlined below:

- B. The total Service Agreement Sum shall not exceed _____ Dollars (\$_____.00). This amount (the Agreement Sum) shall not be increased by any changes in labor rates, transportation charges, material costs or taxes.
- C. Prices are good through the _____ day of _____, 20__.

- D. Owner may withhold any payment to the Service Provider if: there is defective Work that has not been remedied; third parties have filed claims or liens or have threatened to file claims or liens; Service Provider has failed to pay subcontractors for labor, materials or equipment; damage has been caused to the Owner or another contractor; Service Provider fails to submit an invoice as required by the terms of this Agreement; or Service Provider fails to carry out the Work in accordance with the Periodic Services Agreement Documents.

3. SERVICE PROVIDER OBLIGATIONS

- A. The Service Provider shall supervise and direct the Work using its best skills and efforts and shall perform the Work in strict accordance with the Periodic Services Agreement Documents. Service Provider warrants that unless otherwise specified, all materials and equipment incorporated in the Work will be new and of good quality and free from faults or defects. To enable the Work to be laid out and prosecuted in an orderly and expeditious manner, Service Provider shall, before commencing the Work, submit to Owner a schedule for completing the Work during the hours of 8:00 AM and 6:00 PM, Monday through Friday, unless otherwise agreed to by the Owner. Service provider shall at all times coordinate with Owner with respect to the scheduling, commencement and completion of the Work and perform the Work in a manner that will least disrupt residents on the Property. The Service Provider shall require each subcontractor to be bound by this Agreement to the extent of the Work performed by such subcontractor. The Service Provider agrees to perform the Work with due diligence and without delay. The Service Provider will not delay or interfere with any Work of the Owner or any subcontractors. Service Provider shall coordinate its Work with others performing work at the Property as Owner directs.
- B. The Service Provider shall enforce strict discipline and good order among employees of the Service Provider and all other persons carrying out the Work. The Service Provider shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Owner reserves the right to have the Service Provider remove an employee from the premises if unfit or unskilled. If requested by Owner, all employees of the Service Provider shall wear uniforms with nametags or embroidery showing the name of the Service Provider and the name of the employee. The Service Provider shall employ labor and personnel in accordance with applicable Local, State and Federal laws.
- C. The Service Provider shall pay, when due, sales, consumer, use, FICA and unemployment compensation taxes and any other taxes due for the Work or portions thereof provided by the Service Provider.
- D. Prior to commencing the Work, the Service Provider shall obtain, at its own expense, all permits and licenses and agrees to pay all royalties that may be necessary for the proper performance of this Work.
- E. The Service Provider shall give notices and comply with all building codes, local ordinances, laws, rules, regulations and orders of any public authority having jurisdiction over the Property.
- F. The Service Provider will at all times facilitate and permit the inspection of the Work by the Owner, Agent, and public authorities. The Service Provider shall not be relieved of its obligations to perform the Work because of tests, inspections, or approvals required or performed by persons other than the Service Provider. The Work shall not be accepted until the Owner, Agent and all public authorities have inspected and approved the Work and any certificates of occupancy and/or final inspection certificates that are required are issued.

- G. The Service Provider shall at all times be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. It shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees of Service Provider or any other subcontractor performing services on the Property and other persons including, but not limited to, residents or tenants of the Owner and their guests; (2) the Work and all materials and equipment used to complete the Work; and (3) other property at the site or adjacent thereto. The obligation of the Service Provider to protect shall include the duty to provide and maintain at its sole expense at the Property, suitable and sufficient guards, lights, barricades and enclosures. All damage or loss to any property caused in whole or in part by the Service Provider, its subcontractors or their agents, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, shall be remedied by the Service Provider. The Owner reserves the right at all times to halt Work that is being performed in an unsafe manner until Service Provider rectifies same.
- H. The Service Provider shall at all times keep the premises and surrounding area free from accumulation of waste material or rubbish caused by its performance of the Work. Within twenty-four (24) hours from the completion of any Work, or any portion of Work, the Service Provider shall remove all waste material, rubbish, tools, construction equipment, machinery and surplus materials from the Property, and shall leave the Work area broom clean or its equivalent at the end of each work day. If the Service Provider fails to clean the premises, Owner may perform the clean up and the cost shall be deducted from any payment requests submitted by the Service Provider. Service Provider is responsible for removal and proper disposal of all waste from the Work.
- I. Service Provider agrees to abide by the requirements of the Fair Housing Amendments Act of 1988 and will not engage in any discriminatory practices, any discriminatory language, or any act that may be deemed discriminatory by Fair Housing Law.
- J. Service Provider agrees to abide by the Department of Transportation regulation (Part 382 of Title 49 of the Code of Federal Regulations), if applicable. Service Provider agrees that any employee operating a motor vehicle at the direction of the Owner or Buckingham Management, LLC or while undertaking the business of this Periodic Services Agreement is participating in a DOT mandated and approved random drug and alcohol testing program. Failure to maintain such a program in compliance with DOT regulations would be grounds for termination of this Agreement pursuant to Article 10.
- K. All Periodic Service Providers shall execute the Equal Employment Opportunity addendum.
- L. The Service Provider shall hereby indemnify and hold the Owner harmless from all losses, costs, or expenses including fines incurred by the Owner or Buckingham Management, LLC for the Service Provider's failure to comply with the Federal Occupational Health and Safety Act, and like State and Local requirements.

4. OWNER OBLIGATIONS

- A. The Owner shall not be responsible for or assume any liability or responsibility for loss or damage to equipment or materials, tools or other personal property whether owned or leased by the Service Provider, subcontractor, their agents, or anyone employed by them in the performance of the Work.
- B. When Work is being performed on Owner's premises where water, power, gas, and toilet facilities are available, the Owner will furnish said utilities and facilities to the Service Provider and his workmen. All scheduled uses shall be coordinated and approved by the on-site

Property Manager. Where said utilities are not available through the Owner's in-place facility, the Service Provider shall provide same at his own expense to the extent required to fulfill this Agreement.

5. CORRECTION OF WORK

The Service Provider shall promptly correct at its own expense any Work that fails to conform to the requirements of the Periodic Services Agreement Documents where such failure to conform appears during the progress of the Work. Service Provider warrants and shall also promptly remedy at its own expense any defects due to faulty materials, equipment or workmanship, all within such period or periods of time as may be prescribed by law or by the terms of any applicable guarantee required by the Periodic Services Agreement Documents. The provisions of this Article apply to work done by subcontractors as well as to Work done by direct employees of the Service provider.

6. INSURANCE

A. The Service provider shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Property is located such insurance as will protect the Service Provider and the Owner from all claims including, but not limited to, those that may arise out of or result from operations of the Service Provider under this Agreement and for which the Service Provider may be legally liable whether such operations be by the Service Provider or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. * Insurance Coverage to be provided shall include, but not be limited to, (1) Comprehensive General Liability; (2) Workers' Compensation and Employers' Liability; and (3) Automobile Liability. Coverage to be written on an occurrence basis, in the amounts as follows:

(1) Commercial General Liability -

- \$1,000,000 for contracts under \$50,000.
- \$2,000,000 for contracts over \$50,000.
- \$5,000,000 for security contracts.

(2) Workers' Compensation and Employers' Liability -

- (Statutory)
- \$100,000 each accident
- \$500,000 disease – policy limit
- \$100,000 disease – each employee

(3) Automobile Liability -

- \$1,000,000 combined single limit

* Check required amounts. If nothing is checked the maximum insurance requirements apply for each category.

B. The Service Provider shall, concurrent with the execution of this Agreement, deliver to the Owner a Certificate of Insurance in a form acceptable to the Owner evidencing the coverage set forth by this Agreement. The Certificate of Insurance will name the Owner and Buckingham Management, LLC as additional insured. In no circumstance shall the Service Provider commence any Work without the issuance of policies for all the insurance coverage specified in this Article. The Certificate of Insurance and insurance policies shall contain a provision that coverage under the insurance policy will not be cancelled, non-renewed or reduced in coverage until after thirty (30) days prior written notice has been given to the Owner.

7. PREVENTION OF LIENS

The Service Provider acknowledges that no liens shall be attached to the Property by virtue of any work done hereunder by the Service Provider or by any suppliers, employees, materialmen, or other subcontractors employed by him; and the Service Provider warrants that all such parties shall be advised of same and certifies to the Owner that they are aware thereof and bound thereby.

8. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Service Provider shall indemnify and hold harmless the Owner, its partners, Buckingham Management, LLC, and other officers, directors, controlling persons, shareholders, partners, employees and affiliates from and against any and all claims, damages, losses, costs and expenses whenever incurred, including, but not limited to, reasonable attorney's fees arising out of any kind and nature whatsoever, including without limitation claims, damages, costs and expenses attributable to injury or destruction to tangible property, bodily injury, sickness, disease or death or resulting inaccuracy of any warranty or representation made in the Periodic Services Agreement Documents.
- B. The indemnification obligation under this Article shall not be limited by any restriction on the amount or type of damages, compensation or benefits payable by or for the Service Provider under workers' compensation acts, disability benefit acts or other employee benefit acts.
- C. All provisions of this Agreement that require the Service Provider to insure, defend or indemnify the Owner shall survive any termination of this Agreement.

9. OWNER LIABILITY

The Service Provider shall not bring claims or lawsuits under or related to this Agreement against any principals, employees, agents, officers, directors, stockholders, controlling persons, partners or affiliates of the Owner or Buckingham Management, LLC. The Service Provider further agrees that the sole and exclusive remedy of the Service Provider for payment and/or performance of this Agreement shall be against the assets of the Owner.

10. OWNER'S RIGHT TO TERMINATE THE AGREEMENT

- A. Should the Service Provider neglect to carry out the Work properly, correct defective Work or fail to perform any of its obligations under the Periodic Services Agreement Documents, the Owner, after three (3) days written notice to the Service Provider and its surety, if any, may without prejudice to any other remedy it may have, direct by written notice that the Service Provider stop the Work, make good the deficiencies and may deduct the cost from the payment then or thereafter due to the Service Provider or, at the option of the Owner, may terminate this Agreement and take possession of all materials, tools, and appliances and finish the Work by such means as the Owner sees fit. If the unpaid balance of the Agreement Sum exceeds the expense of finishing the Work, such excess shall be paid to the Service Provider, but if such expense exceeds the unpaid balance, the Service Provider shall promptly pay the difference to the Owner.
- B. Notwithstanding anything in this Agreement, the Owner, at its sole discretion, may terminate this Agreement at any time without cause by giving at least ten (10) days prior written notice of such termination to the Service Provider. Upon any termination of this Agreement, and subject to all the terms and provisions of the Agreement, the Service Provider shall be entitled to payment at the Agreement Sum for all accepted Work finished or installed. However, the Owner may retain from any monies due to the Service Provider an amount sufficient to cover Service Provider's obligations under any guarantee of materials and workmanship provided in the Periodic Services Agreement Documents. Upon the expiration

of these obligations, the balance of the amount, if any, shall be paid to the Service Provider. The Service Provider, upon termination of this Agreement, shall peaceably and quietly surrender to the Owner all premises, facilities, machinery and equipment of or belonging to the Owner or for which Owner has paid the Service Provider.

11. MISCELLANEOUS

- A. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture between the parties, it being understood that the only relationship between the parties is that the Service Provider is an independent contractor of the Owner. Nothing contained in this Agreement shall create any contractual or other relationship between Owner and any subcontractor or supplier.
- B. The invalidity or unenforceability of any provision in this Agreement shall not affect or limit the validity and enforceability of any other provisions. The waiver by any party of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. The remedies and rights of the Owner, in the event of any default by the Service Provider, are cumulative and in addition to those otherwise available by law, and the expression of any specific right or remedy shall not be construed as preventing the Owner from exercising any other right or remedy it may have.
- C. Notice required under this Agreement shall be in writing and sent by personal delivery, certified mail, commercial overnight courier (e.g., Federal Express, UPS, etc.) or certified mail postage prepaid return receipt requested to the parties at the addresses as set forth in this Agreement and to the Buckingham Management, LLC corporate office at the address set forth at the end of this Agreement, to such other addresses as any of the parties may hereafter specify in writing to the other party. Notice shall be deemed effective when received.
- D. This Agreement shall be construed in accordance with the laws of the State where the Work is to be performed.
- E. The Service Provider shall not assign this Agreement. Nothing in this Agreement shall preclude or prohibit the Owner from assigning or transferring the whole or any part of the Agreement including the Owner's rights, benefits or obligations hereunder to any corporation, partnership or individual.
- F. This Agreement and all the representations, warranties and conditions shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, assignees and other successors in interest to the extent permitted by this Agreement.
- G. Whenever the context so requires, the masculine gender includes the feminine and the neuter as appropriate and vice versa, and the singular includes the plural. Caption headings are for convenience only and are not to be used to construe or interpret the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of ____, 20__.

OWNER:	_____	SERVICE PROVIDER:	_____
	(Name of Partnership)		(Print Company Name)
BY:	_____	BY:	_____
	(Signature)		(Signature)
	_____		_____
	(Print Name)		(Print Name)
	_____		_____
	(Title)		(Title)
	_____		_____
	(Witness)		(Witness)
	_____		_____
	(Street Address)		(Street Address)
	_____		_____
	(City/State/Zip Code)		(City/State/Zip Code)
	_____		_____
	(Telephone)		(Telephone)

Specifications are attached as Exhibit

SAMPLE

Contract Number: _____ - _____ - _____
 Community: _____

EQUAL EMPLOYMENT OPPORTUNITY

Attached to and made a part of the Contract by and between _____, Owner, and _____, as Contractor, dated _____.

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, religion, color, sex, national origin or any other protected classification proscribed under local, state or federal law. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, religion, color, sex, nation origin or any other protected classification proscribed under local, state or federal law. Such action shall include, but not be 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 places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, color, sex, national origin or any other protected classification proscribed under local, state or federal law.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the U.S. Secretary of Labor.
- D. 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 U.S. Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and relevant orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part, 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 order of the U.S. Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of Paragraph (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the U.S. Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency 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 contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

 Contractor
 Date: _____

 Owner
 Date: _____



Service Agreement Between Owner and Contractor

Contract Number: 2005-BRI - 04
Community : Bradford Ridge

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made and entered into by and between Lentz Asphalt & Excavating Co. (the "Contractor") and Bloomington Housing Associates, L.P. (the "Owner"). Owner owns the Property known as Bradford Ridge Apartments (the "Property") located at 2900 Ridge Road, Bloomington IN, 47403. The Owner and Contractor agree as follows:

1. **SCOPE OF WORK** (See Exhibit A)
 - A. The Contractor agrees to perform the Work and services required by this Agreement including any drawings, specifications and addenda listed and/or attached hereto (collectively referred to as the "Contract Documents") in accordance with the Contract Documents. Contractor agrees to provide at its sole expense all labor, materials, services, equipment, tools, scaffolds and hoists required to fulfill its obligations and to properly execute and complete the Work as described more particularly on the attachments (the "Work") per Specification(s) No(s). and Exhibit(s) A.
 - B. This Agreement represents the entire Agreement between the parties and contains all terms and conditions required for the proper execution and completion of the Work. The Owner or his Agent may order changes in the Work consisting of additions, deletions or other revisions. All changes in the Work shall be authorized only in writing by use of a Change Order, signed by the Owner. In the absence of such signed Change Order, such work shall be considered to have been performed as part of the original Agreement without additional compensation.
 - C. Contractor shall commence work on May 11, 2005. Contractor shall prosecute the Work diligently and the Work is to be fully completed by June 11, 2005 (Date of Final Completion). Time is of the essence.
 - D. In the event the Contractor fails to complete the Work by the Date of Final Completion stated in Article 1. C., then liquidated damages in the amount of One Hundred and no/100 Dollars (\$100.00) per day shall be assessed by the Owner against the Contractor for each day or portion of a day of delay beyond the Date of Final Completion. These fixed liquidated damages are not established as a penalty, but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages which may be incurred by the Owner as a result of the failure on the part of the Contractor to complete the Work on time in accordance with contract requirements. The liquidated damages stated herein shall be the exclusive measure of ONLY those damages sustained by the Owner due to breach by the Contractor of its agreement to complete timely the Work. This liquidated damages subsection shall not alter or affect adversely the Owner's rights to assess damages against the Contractor for loss resulting from causes OTHER THAN delay by the Contractor in timely completion of the Work.
2. **CONTRACT SUM**
 - A. Subject to Article 1. D., Owner agrees to pay to the Contractor for the full satisfactory performance and completion of the Work as specified or required in the Contract Documents, the sum of Twenty Seven thousand Three Hundred Twenty Five Dollars and 00/100 Dollars (\$27,325.00). This amount (the Contract Sum) shall not be increased by any changes in labor rates, transportation charges, material costs or taxes.

Payment is to be made as follows. Asphalt repairs will be completed and billed for payment, amount will be \$20,000 and will be paid within 30 days of invoice date and upon acceptance of Director of Technical Services, less applicable retainage. Remainder of contracted amount will

be billed upon completion, \$7,325.00. Payment of remainder will be paid within 30 days of invoice date, less applicable retainage.

Any payments due under this Agreement will be made no more than once a month and no later than the twenty-fifth (25th) day of each month for Work completed the previous month. To receive any payment, the Contractor must submit to the Owner an invoice detailing the labor, services or materials already provided for Work performed in the previous month on or before the first day of the following month. By submission of an invoice for payment, the Contractor warrants that all Work performed for the Owner by the Contractor to that date is free and clear of liens, claims, security interests or encumbrances from persons or entities providing labor, materials and equipment relating to the invoiced Work. No payment shall be made for equipment or materials that have not yet been installed on the Property.

- C. A sum equal to X Ten Percent (10%) or Two Thousand Seven Hundred Thirty Two Dollars and 50/100 (\$2,732.50) of the Contract Sum will be retained by the Owner. The final payment, including release of retainage, shall be paid by Owner within 30 days after final completion of the Work and its acceptance by the Owner or Agent, provided first, however, that Contractor shall have fulfilled all the obligations to be performed by Contractor under this Agreement.
Contractor's initials _____ Agent's initials _____.
- D. Unless waived by Owner in writing, the Contractor agrees to provide waivers and releases of liens from the Contractor and all subcontractors and suppliers of Work under this Agreement (the "Release Documents") and any other evidence in a form satisfactory to the Owner demonstrating that all labor, materials, bills, invoices, payroll taxes of any kind and any other indebtedness incurred by the Contractor up to and including the date of invoicing have been paid in full prior to or in exchange for final payment to Contractor.
- E. Owner may withhold any payment, including the retainage, to the Contractor: if there is defective Work that has not been remedied; if third parties have filed claims or liens or have threatened to file claims or liens; if the Contractor has failed to pay subcontractors for labor, materials or equipment; if damage has been caused to the Owner or another contractor; if Contractor fails to submit an invoice as required by the terms of this Agreement; or if Contractor fails to carry out the Work in accordance with the Contract Documents.

3. CONTRACTOR OBLIGATIONS

- A. The Contractor shall supervise and direct the Work using its best skills and efforts and shall perform the Work in strict accordance with the Contract Documents. Contractor warrants that unless otherwise specified, all materials and equipment incorporated in the Work will be new and of good quality and free from faults or defects. To enable the Work to be laid out and prosecuted in an orderly and expeditious manner, Contractor shall, before commencing the Work, submit to Owner a schedule for completing the Work during the hours of 8:00 AM and 6:00 PM, Monday through Friday, unless otherwise agreed to by the Owner. Contractor shall at all times coordinate with Owner with respect to the scheduling, commencement and completion of the Work and perform the Work in a manner that will least disrupt residents on the Property. The Contractor shall require each subcontractor to be bound by this Agreement to the extent of the Work performed by such subcontractor. The Contractor agrees to perform the Work with due diligence and without delay. The Contractor will not delay or interfere with any Work of the Owner or any subcontractors. Contractor shall coordinate its Work with others performing work at the Property as Owner directs.
- B. The Contractor shall enforce strict discipline and good order among employees of the Contractor and all other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Owner reserves the right to have the Contractor remove an employee from the premises if unfit or unskilled. If requested by Owner, all employees of the Contractor shall wear uniforms with nametags or embroidery showing the name of the Contractor

and the name of the employee. The Contractor shall employ labor and personnel in accordance with applicable Local, State and Federal laws.

- C. The Contractor shall pay, when due, sales, consumer, use, FICA and unemployment compensation taxes and any other taxes due for the Work or portions thereof provided by the Contractor.
- D. Prior to commencing the Work, the Contractor shall obtain, at its own expense, all permits and licenses and agrees to pay all royalties that may be necessary for the proper performance of this Work.
- E. The Contractor shall give notices and comply with all building codes, local ordinances, laws, rules, regulations and orders of any public authority having jurisdiction over the Property.
- F. The Contractor will at all times facilitate and permit the inspection of the Work by the Owner, Agent, and public authorities. The Contractor shall not be relieved of its obligations to perform the Work because of tests, inspections, or approvals required or performed by persons other than the Contractor. The Work shall not be accepted until the Owner, Agent and all public authorities have inspected and approved the Work and any certificates of occupancy and/or final inspection certificates that are required are issued.
- G. The Contractor shall at all times be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. It shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees of Contractor or any other subcontractor performing services on the Property and other persons including, but not limited to, residents or tenants of the Owner and their guests; (2) the Work and all materials and equipment used to complete the Work; and (3) other property at the site or adjacent thereto. The obligation of the Contractor to protect shall include the duty to provide and maintain at its sole expense at the Property, suitable and sufficient guards, lights, barricades and enclosures. All damage or loss to any property caused in whole or in part by the Contractor, its subcontractors or their agents, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, shall be remedied by the Contractor. The Owner reserves the right at all times to halt Work that is being performed in an unsafe manner until Contractor rectifies same.
- H. The Contractor shall at all times keep the premises and surrounding area free from accumulation of waste material or rubbish caused by its performance of the Work. Within twenty-four (24) hours from the completion of any Work, or any portion of Work, the Contractor shall remove all waste material, rubbish, tools, construction equipment, machinery and surplus materials from the Property, and shall leave the Work area broom clean or its equivalent at the end of each work day. If the Contractor fails to clean the premises, Owner may perform the clean up and the cost shall be deducted from any payment requests submitted by the Contractor. Contractor is responsible for removal and proper disposal of all waste from the Work.
- I. Contractor agrees to abide by the requirements of the Fair Housing Amendments Act of 1988 and will not engage in any discriminatory practices, any discriminatory language, or any act that may be deemed discriminatory by Fair Housing Law.
- J. Contractor agrees to abide by the Department of Transportation regulation (Part 382 of Title 49 of the Code of Federal Regulations), if applicable. Contractor agrees that any employee operating a motor vehicle at the direction of Buckingham Management, LLC or while undertaking the business of this Contract is participating in a DOT mandated and approved random drug and alcohol testing program. Failure to maintain such a program in compliance with DOT regulations would be grounds for termination of this Agreement pursuant to Article 10.
- K. All Contractors shall execute the Equal Employment Opportunity addendum.

- L. Contractor guarantees that all Work shall be free from defects in workmanship and materials for minimum period of **One Year** from date Owner accepts the Work and promptly upon Owner's request, Contractor will correct by repair or replacements, without charge, any such defects (and any damage to other property, including without limitation the Work of other subcontractors resulting therefrom or from the correction thereof) which may appear in the Work during that period. Additionally, materials and/or equipment warranties provided by the manufacturer of said materials and/or equipment is to be for a period of **One Year**. Where any governmental bodies or agencies regulating the Owner's operations, such as the United States Department of Housing and Urban Development, require guarantees and/or warranties beyond said periods, the Contractor's obligations shall remain in effect through such extended period of time. If the Contractor fails to commence and to complete the repair or replacement of improper or defective Work, as specified, within a reasonable period of time as determined by the Owner, the Owner may proceed to have such Work completed by whatever method it may deem expedient and may charge the Contractor for the expense incurred.
- M. The Contractor will be responsible to protect living units against the elements at the end of each working day and under no circumstances shall any living unit be left unprotected due to Work under the Agreement. In addition, no occupied living unit will be without essential services such as heat, light, and water at the end of each working day as a result of this Work.
- N. The Contractor shall hereby indemnify and hold the Owner harmless from all losses, costs, or expenses including fines incurred by the Owner for the Contractor's failure to comply with the Federal Occupational Health and Safety Act, and like State and Local requirements.

4. OWNER OBLIGATIONS

- A. The Owner shall not be responsible for or assume any liability or responsibility for loss or damage to equipment or materials, tools or other personal property whether owned or leased by the Contractor, subcontractor, their agents, or anyone employed by them in the performance of the Work.
- B. When Work is being performed on Owner's premises where water, power, gas, and toilet facilities are available, the Owner will furnish said utilities and facilities to the Contractor and his workmen. All scheduled uses shall be coordinated and approved by the on-site Property Manager. Where said utilities are not available through the Owner's in-place facility, the Contractor shall provide same at his own expense to the extent required to fulfill this Agreement.

5. CORRECTION OF WORK

The Contractor shall promptly correct at its own expense any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work. Contractor warrants and shall also promptly remedy at its own expense any defects due to faulty materials, equipment or workmanship, all within such period or periods of time as may be prescribed by law or by the terms of any applicable guarantee required by the Contract Documents. The provisions of this Article apply to work done by subcontractors as well as to Work done by direct employees of the Contractor.

6. INSURANCE

- A. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Property is located such insurance as will protect the Contractor and the Owner from all claims including, but not limited to, those that may arise out of or result from operations of the Contractor under this Agreement and for which the Contractor may be legally liable whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. * Insurance Coverage to be provided shall include, but not be limited to, (1) Comprehensive General Liability; (2) Workers' Compensation and Employers' Liability; and (3) Automobile Liability. Coverage to be written on an occurrence basis, in the amounts as follows:

(1) Commercial General Liability -

XXX \$1,000,000 for contracts under \$50,000.
 _____ \$2,000,000 for contracts over \$50,000.
 _____ \$5,000,000 for security contracts.

(2) Workers' Compensation and Employers' Liability -

X (Statutory)
 \$100,000 each accident
 \$500,000 disease – policy limit
 \$100,000 disease – each employee

(3) Automobile Liability -

X \$1,000,000 combined single limit

* Check required amounts. If nothing is checked the maximum insurance requirements apply for each category.

B. The Contractor shall, concurrent with the execution of this Agreement, deliver to the Owner a Certificate of Insurance in a form acceptable to the Owner evidencing the coverage set forth by this Agreement. The Certificate of Insurance will name the Owner and Buckingham Management, LLC as additional insured. In no circumstance shall the Contractor commence any Work without the issuance of policies for all the insurance coverage specified in this Article. The Certificate of Insurance and insurance policies shall contain a provision that coverage under the insurance policy will not be cancelled, non-renewed or reduced in coverage until after thirty (30) days prior written notice has been given to the Owner.

7. PREVENTION OF LIENS

The Contractor agrees to pay when due all claims of subcontractors and others for labor, materials, services or equipment for the performance of Work and to prevent the filing of any liens by mechanics or materialmen or attachments, garnishments or suits affecting title to the Property upon which the Work is performed. The Contractor agrees within fifteen (15) days after notice is mailed to the Contractor to cause any such suit or lien to be dismissed or removed from the Property and to pay all expenses for, and on behalf of the Owner, including attorney fees incurred as a result of any suit or lien. The Contractor may, with the approval of the Owner, provide a bond in a form and substance satisfactory to the Owner to bond the Owner against any loss due to disputes with subcontractors, sub-subcontractors or any other person or entity providing labor or materials to complete the Work. The Contractor further agrees that no liens or judgments shall attach to the Property owned by the Owner by virtue of Work done by the Contractor or by any supplier, employees, materialmen or sub-subcontractor employed by him, and the Contractor warrants that all such parties shall be advised of these terms and bound by the provisions of this Article. Failure to comply with this Article shall constitute a default by the Contractor and entitle the Owner to terminate this Agreement or pursue other appropriate remedies at law or in equity.

8. INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its partners, Buckingham Management, LLC, and other officers, directors, controlling persons, shareholders, partners, employees and affiliates from and against any and all claims, damages, losses, costs and expenses whenever incurred, including, but not limited to, reasonable attorney's fees arising out of any kind and nature whatsoever, including without limitation claims, damages, costs and expenses attributable to injury or destruction to tangible property, bodily injury, sickness, disease or death or resulting inaccuracy of any warranty or representation made in the Contract Documents or in the Release Documents.

- B. The indemnification obligation under this Article shall not be limited by any restriction on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers or workers' compensation acts, disability benefit acts or other employee benefit acts.
- C. All provisions of this Agreement that require the Contractor to insure, defend or indemnify the Owner shall survive any termination of this Agreement.

9. OWNER LIABILITY

The Contractor shall not bring claims or lawsuits under or related to this Agreement against any principals, employees, agents, officers, directors, stockholders, controlling persons, partners or affiliates of the Owner or Buckingham Management, LLC. The Contractor further agrees that the sole and exclusive remedy of the Contractor for payment and/or performance of this Agreement shall be against the assets of the Owner.

10. OWNER'S RIGHT TO TERMINATE THE CONTRACT

- A. Should the Contractor neglect to carry out the Work properly, correct defective Work or fail to perform any of its obligations under the Contract Documents, the Owner, after three (3) days written notice to the Contractor and its surety, if any, may without prejudice to any other remedy it may have, direct by written notice that the Contractor stop the Work, make good the deficiencies and may deduct the cost from the payment then or thereafter due to the Contractor or, at the option of the Owner, may terminate this Agreement and take possession of all materials, tools, and appliances and finish the Work by such means as the Owner sees fit. If the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds the unpaid balance, the Contractor shall promptly pay the difference to the Owner.
- B. Notwithstanding anything in this Agreement, the Owner, at its sole discretion, may terminate this Agreement at any time without cause by giving at least ten (10) days prior written notice of such termination to the Contractor. Upon any termination of this Agreement, and subject to all the terms and provisions of the Agreement, the Contractor shall be entitled to payment at the Contract Sum for all accepted Work finished or installed. However, the Owner may retain from any monies due to the Contractor an amount sufficient to cover Contractor's obligations under any guarantee of materials and workmanship provided in the Contract Documents. Upon the expiration of these obligations, the balance of the amount, if any, shall be paid to the Contractor. The Contractor, upon termination of this Agreement, shall peaceably and quietly surrender to the Owner all premises, facilities, machinery and equipment of or belonging to the Owner or for which Owner has paid Contractor.

11. MISCELLANEOUS

- A. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture between the parties, it being understood that the only relationship between the parties is that the Contractor is an independent contractor of the Owner. Nothing contained in this Agreement shall create any contractual or other relationship between Owner and any subcontractor or supplier.
- B. The invalidity or unenforceability of any provision shall not affect or limit the validity and enforceability of any other provisions. The waiver by any party of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. The remedies and rights of the Owner, in the event of any default by the Contractor, are cumulative and in addition to those otherwise available by law, and the expression of any specific right or remedy shall not be construed as preventing the Owner from exercising any other right or remedy it may have.
- C. Notice required under this Agreement shall be in writing and sent by personal delivery, certified mail, commercial overnight courier (e.g., Federal Express, UPS, etc.) or certified mail postage prepaid return receipt requested to the parties at the addresses as set forth in this Agreement and to the Buckingham

Management, LLC corporate office at the address set forth at the end of this Agreement, to such other addresses as any of the parties may hereafter specify in writing to the other party. Notice shall be deemed effective when received.

- D. This Agreement shall be construed in accordance with the laws of the State where the Work is to be performed.
- E. The Contractor shall not assign this Agreement. Nothing in this Agreement shall preclude or prohibit the Owner from assigning or transferring the whole or any part of the Agreement including the Owner's rights, benefits or obligations hereunder to any corporation, partnership or individual.
- F. This Agreement and all the representations, warranties and conditions shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, assignees and other successors in interest (to the extent permitted by this Agreement).
- G. Whenever the context so requires, the masculine gender includes the feminine and the neuter as appropriate and vice versa, and the singular includes the plural. Caption headings are for convenience only and are not to be used to construe or interpret the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 9th, day of May, 2005.

<p>OWNER:</p> <p>_____</p> <p style="text-align: center;">(Name of Partnership)</p> <p>BY:</p> <p>Its authorized Agent</p> <p>BY:</p> <p>_____</p> <p style="text-align: center;">(Signature)</p> <p>_____</p> <p style="text-align: center;">(Print Name)</p> <p>President</p> <p>_____</p> <p style="text-align: center;">(Title)</p> <p>_____</p> <p style="text-align: center;">(Witness)</p> <p>_____</p> <p style="text-align: center;">(Street Address)</p> <p>_____</p> <p style="text-align: center;">(City/State/Zip Code)</p> <p>_____</p> <p style="text-align: center;">(Telephone)</p>	<p>:</p>	<p>CONTRACTOR <u>Lentz Asphalt & Excavating Co.</u></p> <p>_____</p> <p style="text-align: center;">(Print Company Name)</p> <p>BY:</p> <p>_____</p> <p style="text-align: center;">(Signature)</p> <p>_____</p> <p style="text-align: center;">(Print Name)</p> <p>_____</p> <p style="text-align: center;">(Title)</p> <p>_____</p> <p style="text-align: center;">(Witness)</p> <p>_____</p> <p style="text-align: center;">(Street Address)</p> <p>_____</p> <p style="text-align: center;">(City/State/Zip Code)</p> <p>_____</p> <p style="text-align: center;">(Telephone)</p>
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Specifications are attached as Exhibit A.

Contract Number: _____ - _____ - _____
 Community: _____

EQUAL EMPLOYMENT OPPORTUNITY

Attached to and made a part of the Contract by and between _____, Owner, and _____, as Contractor, dated _____.

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, religion, color, sex, national origin or any other protected classification proscribed under local, state or federal law. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, religion, color, sex, nation origin or any other protected classification proscribed under local, state or federal law. Such action shall include, but not be 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 places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, color, sex, national origin or any other protected classification proscribed under local, state or federal law.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the U.S. Secretary of Labor.
- D. 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 U.S. Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and relevant orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part, 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 order of the U.S. Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of Paragraph (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the U.S. Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency 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 contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

 Contractor
 Date: _____

 Owner
 Date: _____

Asphalt Sealcoat Specifications

Asphalt Sealcoat Specifications

Scope of Work

- Sealcoat all visible asphalt at _____ Apartments.

Specifications

1. Preparation of existing road surface:

- a. Holes and depressions in granular surface shall be repaired by removing all loose and defective material and replacing with a patching mixture of slow curing asphalt and mineral aggregate.
- b. Fill small cracks (except hairline cracks) with a lighter grade of rapid and medium-curing liquid asphalt (heat, if necessary, to a pouring viscosity).
- c. Fill larger cracks with same material combined with fine sand or other fine aggregate.
- d. Oil spills (from autos) must be torched to a level of solid asphalt to remove all volatile oil, followed by removal of all loose aggregate then sealed with shellac or a sealer manufactured for this purpose before sealcoating.
- e. Immediately prior to application of asphalt sealcoat, all loose and foreign material shall be removed by light sweeping, and if dusty, the surface shall be dampened with water.

2. Materials:

The sealcoat material shall be homogenous and show no separation or coagulation of components that cannot be overcome by moderate stirring. It shall be capable of application and complete coverage, by squeegee, brush, or by approved mechanical methods, to the surface of bituminous pavements at a spreading rate of 1.5 to 2.5 gallons per 100 square feet in two coats. The emulsion shall be prepared from straight run high temperature coke-oven tar conforming to requirements of R-T-143. Petroleum tar and oil and water gas tars shall not be used even though they comply with R-T-143. #52 Silica Sand should be added at the rate of 4-6 pounds per gallon.

3. Chemical and Physical Requirements:

The material shall conform to the following requirements prior to fortification with antifreeze"

	<u>MAX.</u>	<u>MIN.</u>
Water, percent	53%	-
Nonvolatiles, percent	-	47%
Ash of nonvolatiles, percent	40%	30%
Solubility of nonvolatiles in CS ₂	-	20%
Specific gravity 25 C/25 C		1.20%

Asphalt Sealcoat Specifications

4. Drying Time:

The coating shall exhibit "final set" in not more than eight hours.

5. Adhesion and Resistance to Kerosene:

The cured coating shall exhibit no penetration or loss of adhesion. Kerosene shall be defined as material complying with VV-K-211.

6. Resistance to Heat:

The cured coating shall show no sign of blistering, sagging or slipping when heated at 80° C. for two hours.

7. Adhesion and Resistance to Water:

The cured coating shall exhibit no blistering, loss of adhesion, or tendency to re-emulsify,

8. Flexibility:

The coating shall show no flaking, cracking, or loss of adhesion to the metal.

9. Resistance to Impact:

The coating shall exhibit no chipping, flaking, cracking, or loss of adhesion extending more than 1/4 inch beyond the periphery of the area of impact. (NOTE: This requirement may be waived at the discretion of the purchaser or engineer in charge of the project, provided the supplier can furnish a certification of satisfactory field performance record of not less than three years.)

10. Resistance to Volatilization shall be determined in accordance with ASTM D1010, except that the residue from the procedure outlined in section 6 shall be heated in an oven at 270 degrees F. for 30 minutes.

11. Wet Film Continuity:

Emulsion, when wet, shall be uniformly smooth, nongranular consistency free from coarse particles.

12. Resistance to Freezing:

When specified, emulsion shall be fortified with antifreeze and be capable of exposure for 24 hours at 0 degrees F. (-17 C.) and when warmed to 77 degrees F. (25 C.) shall return to a homogeneous consistency with stirring.

Asphalt Sealcoat Specifications

13. Application:

Material should be applied with a machine designed for this purpose or with a squeegee at the rate of 0.1 to 0.2 gallons per square yard, depending on the texture and porosity of old pavement. Second coat only may be sprayed.

14. Complete coverage without bleed-through or pock marks must be obtained after drying.

SAMPLE

Contractor Signature

Date

Parking Area Striping Specifications

Parking Area Striping Specifications

Scope of Work

- Stripe all visible parking areas at _____ Apartments.

Specifications

1. Preparation of existing surface:

Areas to be striped must be thoroughly cleaned. Heavy dirt, grease, and debris must be removed by scrubbing or sealing affected areas.

2. Application of Striping Materials:

Paint is to be applied with a brand of machine capable of this function. Striping machine must utilize a curtain of air to clean the surface as it is being painted. Machine must provide a clean cut line by directing compressed air against the edges of the spray pattern to cause premature drying.

3. Product Specifications:

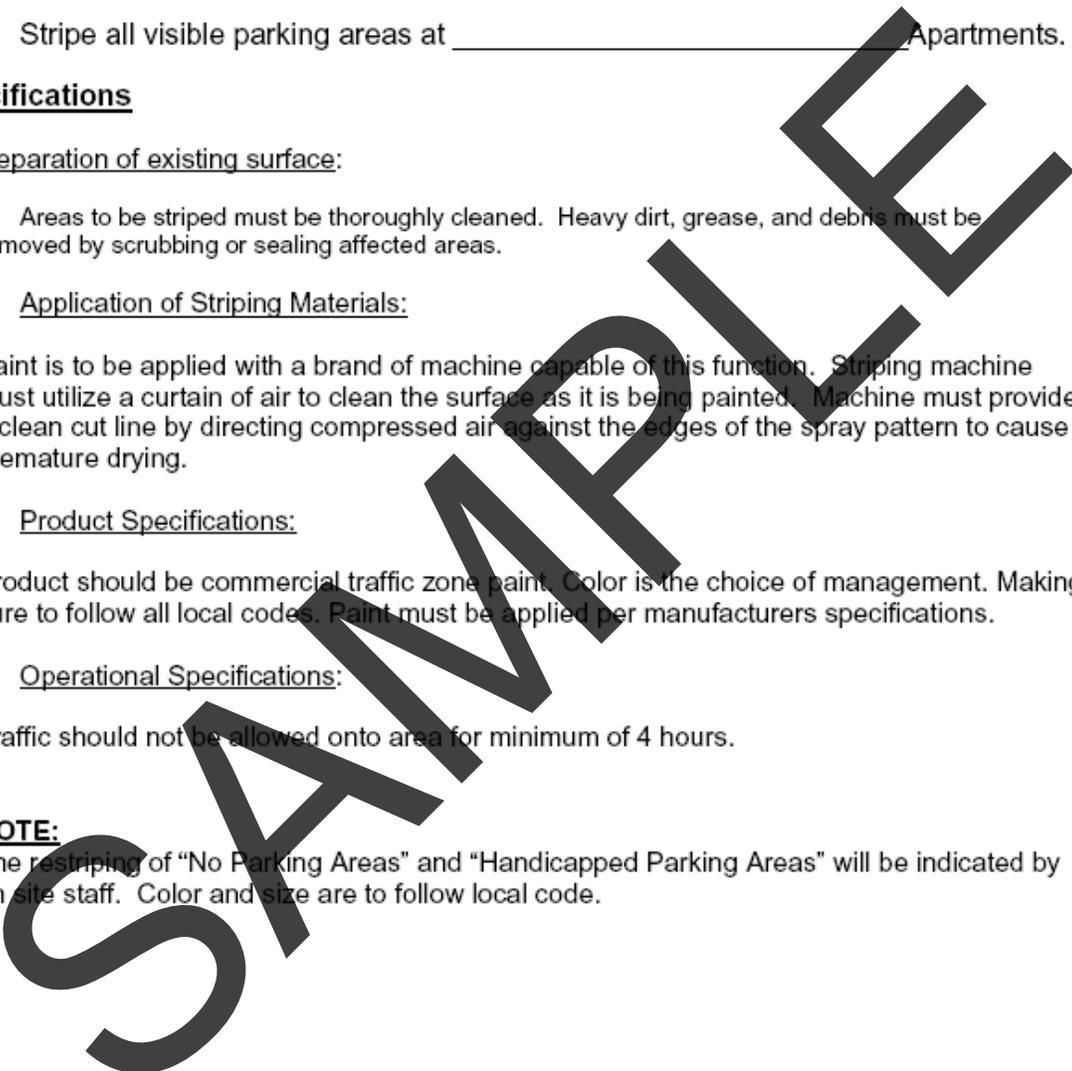
Product should be commercial traffic zone paint. Color is the choice of management. Making sure to follow all local codes. Paint must be applied per manufacturers specifications.

4. Operational Specifications:

Traffic should not be allowed onto area for minimum of 4 hours.

NOTE:

The restriping of "No Parking Areas" and "Handicapped Parking Areas" will be indicated by on site staff. Color and size are to follow local code.



Contractor Signature

Date

Sample Service Request Form

Property Name: _____

Date: _____

Time: _____

Taken By: _____

Apartment Number: _____

Resident Name: _____

Resident Phone Number: _____

Entry Permission: _____

Specific Problem/Work Requested:

Assigned to: _____

Date: _____

Recommendations/Comments:

Action Taken:

Completed _____

Temporary Repairs _____

Parts Replaced _____

Parts on Order _____

Time In: _____ Time out: _____

Completed by: _____

Resident Charge/Subcontractor Cost: _____

Resident called back _____

Comments:

Sample Service Request Summary

Property: _____

Date: _____

Employee	Title	# Work Orders Completed	Total Time	Comments

Work Requests

SERVICE REQUESTS		MAKE-READY	
Total received for week.		Total painted.	
Total completed.		Total maintenance completed.	
Pending from previous week.		Total cleaned.	
Pending from current week.		Total completed.	
Holding for parts.			
Total all work requests.			
Emergencies Handled		Total Vacancies	

Service Request Follow-up

Apt #	Resident	# of SRs	Follow-up Date	Response/Result

Sample Certificate of Insurance

SET TAB STOPS AT ARROWS

ISSUE DATE (MM/DD/YY)
3/5/85

CERTIFICATE OF INSURANCE

PRODUCER XYZ Agency 4589 Flower Blvd. Cleveland, Ohio 44213	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.						
COMPANIES AFFORDING COVERAGE							
INSURED Asphalt Paving Co. 1256 Norman Drive Cleveland, Ohio 44135	COMPANY LETTER	A	United States Fidelity & Guaranty Co.				
	COMPANY LETTER	B					
	COMPANY LETTER	C					
	COMPANY LETTER	D					
	COMPANY LETTER	E					
COVERAGES							
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
					EACH OCCURRENCE	AGGREGATE	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES/OPERATIONS <input type="checkbox"/> UNDERGROUND <input type="checkbox"/> EXPLOSION & COLLAPSE HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> CONTRACTUAL <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> PERSONAL INJURY	1CC061293750	11/30/84	11/30/85	BODILY INJURY	\$300	\$
					PROPERTY DAMAGE	\$100	\$100
					BI & PD COMBINED	\$	\$
					PERSONAL INJURY		\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.) <input checked="" type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.) <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	1CC06123750	11/30/84	11/30/85	BODILY INJURY (PER PERSON)	\$ 250	
					BODILY INJURY (PER ACCIDENT)	\$ 500	
					PROPERTY DAMAGE	\$ 100	
					BI & PD COMBINED	\$	
A	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	CEP069507569	11/30/84	11/30/85	BI & PD COMBINED	\$1,000	\$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	18 54466 84 4	11/30/84	11/30/85	STATUTORY		
						\$ 100 (EACH ACCIDENT)	
						\$ 500 (DISEASE-POLICY LIMIT)	
						\$ 100 (DISEASE-EACH EMPLOY)	
OTHER							
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS							
Asphalt paving and repairs							
CERTIFICATE HOLDER				CANCELLATION			
Capital Investors 18518 Bond Lane Akron, Ohio 44145				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			

Sample Preventive Maintenance Schedule

PREVENTIVE MAINTENANCE SCHEDULE				
Property: _____		Month: <u>March</u>		
Description	Completed By Date	Check	Regional Check	Comments
Check all circulating pumps & motors for leaks & corrosion. Oil as specified by manufacturer.				
Clean storage, equipment & maintenance rooms. Update inventory.				
Replace burned out exterior lights, check photocells.				
Use enzyme sewer p.m. on problem bldgs. Replace missing sewer caps.				
Inspect gutters, downspouts, foundations, exterior walls, balconies & washouts—attach list of needed repairs.				
90-day maintenance inspection and filter change. Apts. ____ thru ____ completed. (Must complete one third of property.)				
Complete repair of sprinkler systems. Set timers to water every other day. Check weekly for broken heads, etc.				
Clean automatic chlorinator & check out all pool equipment.				
Lawns & shrubs are to be fertilized & watered thoroughly. Flower beds to be cleaned & turned.				

Some items on schedule may not apply to your property. If not, put N/A under the date completed column. This schedule must be completed and returned to the Regional Office by the first of the following month of the schedule.

**Preventive Maintenance
Landscaping
Monthly Report**

(month/year)

Group 1	Work to be Completed	Completed
Chain Saw	<ul style="list-style-type: none"> Inspect/replace filter 	_____
Street Blower	<ul style="list-style-type: none"> Inspect Change oil and filter 	_____
Storm Drains	<ul style="list-style-type: none"> Check and clean out 	_____
36" Toro Lawnmower	<ul style="list-style-type: none"> Inspect/replace filter 	_____
Group 2	Work to be Completed	Completed
Back Pac	<ul style="list-style-type: none"> Inspect 	_____
Trailer	<ul style="list-style-type: none"> Inspect 	_____
Site Inspection	<ul style="list-style-type: none"> Use chart 	_____
Vacuum/Blowing	<ul style="list-style-type: none"> Parking lots 	_____
52" Toro Lawnmower	<ul style="list-style-type: none"> Inspect/replace filter 	_____
Supervisor/Foreman	Work to be Completed	Completed
Shrub Care	<ul style="list-style-type: none"> Prune (shape and corrective) Spray for insects 	_____
Turf Weed Control	<ul style="list-style-type: none"> Weed control for crabgrass and broadleaf 	_____
Turf Insect Control	<ul style="list-style-type: none"> Order 	_____
Mow/Weedeat/Edge	<ul style="list-style-type: none"> Entire site 	_____
Weed Control	<ul style="list-style-type: none"> Spray mulch beds with hand sprayer 	_____

Preventive Maintenance Maintenance Monthly Report

(month/year)

Group 1	Work to be Completed	Completed
White Sand Boiler	<ul style="list-style-type: none"> • Inspect weekly/use chart 	_____
Pickup	<ul style="list-style-type: none"> • Inspect & clean • Check all fluids, belts, and tires • Change oil, filter, and grease 	_____
Tennis/Volleyball Courts	<ul style="list-style-type: none"> • Inspect surface, nets, and fence 	_____
Community Building	<ul style="list-style-type: none"> • Inspect and service per checklist 	_____
Buildings	<ul style="list-style-type: none"> • Inspect exterior 	_____
<hr/>		
Group 2	Work to be Completed	Completed
Brownleaf Boilers	<ul style="list-style-type: none"> • Inspect weekly/use chart 	_____
Tenant Storage	<ul style="list-style-type: none"> • Inspect • Check smoke detectors 	_____
Paint Compressor	<ul style="list-style-type: none"> • Check chart in paint trailer 	_____
Buildings	<ul style="list-style-type: none"> • Inspect exterior 	_____
Paint Trailer	<ul style="list-style-type: none"> • Inspect 	_____
Swimming Pool	<ul style="list-style-type: none"> • Inspect pump room, guard room, fence, and furniture 	_____
<hr/>		
Group 3	Work to be Completed	Completed
Black Rock Boilers	<ul style="list-style-type: none"> • Inspect weekly/use chart 	_____
Buildings	<ul style="list-style-type: none"> • Inspect exterior 	_____
Maint Cart #1	<ul style="list-style-type: none"> • Inspect tires, lights, batteries, and cover 	_____
Hand & Power Tools	<ul style="list-style-type: none"> • Inspect 	_____
<hr/>		
Group 4	Work to be Completed	Completed
Green Moss Boilers	<ul style="list-style-type: none"> • Inspect weekly/use chart 	_____
Garage	<ul style="list-style-type: none"> • Inspect 	_____
Fire Extinguishers	<ul style="list-style-type: none"> • Inspect at Community Building, vehicles, and storage rooms 	_____
Maint Cart #2	<ul style="list-style-type: none"> • Inspect tires, lights, batteries, and cover 	_____
Buildings	<ul style="list-style-type: none"> • Inspect exterior 	_____

Group 5	Work to be Completed	Completed
Mill Shop	<ul style="list-style-type: none"> • Inspect 	_____
Building #39	<ul style="list-style-type: none"> • Inspect 	_____
Maint Cart #3	<ul style="list-style-type: none"> • Inspect tires, lights, batteries, and cover 	_____
Supervisor/Projects	Work to be Completed	Completed
Staff Meetings	<ul style="list-style-type: none"> • Pros and Cons of Operations 	_____
Outside lights	<ul style="list-style-type: none"> • Inspect by Security 	_____
Fire Sprinkler System	<ul style="list-style-type: none"> • Inspect Community Building 	_____
Safety Meeting	<ul style="list-style-type: none"> • Material Data Safety Sheets • Review safety equipment and procedures 	_____
V.H.D.A.	<ul style="list-style-type: none"> • Inspection 	_____
Exercise Room	<ul style="list-style-type: none"> • Oil and check all exercise equipment 	_____

SAMPLE

Activity #1: COPA Airlines

Instructions

Watch the Covey video "COPA Airlines." After watching the video, answer the three concept questions as a class.

In groups of three to five, complete the following exercise.

Use one of the goals below and describe how each member of the team can assist with strategies to meet the goal.

25 make-readies in 25 days

Locate and set-up a new model

95% Resident satisfaction rating

85% renewal capture

24 hours service order response

No work site injuries

SAMPLE

Activity #2: Trends on a Service Request Summary

Instructions Working in groups, review the information on the Service Request Summary. Look for trends and discuss what you find.

Service Request Summary

Property: _____ The Good Apartments _____

Date: _____ 02-06-2011 _____

Employee	Title	# Work Orders Completed	Total Time	Comments
John W.	Lead	4	2.5 hr	No make-readies
Ted. R	Asst.	23	19 hr	Three make-readies

Work Requests

SERVICE REQUESTS		MAKE-READY	3
Total received for week.	30	Total painted.	1
Total completed.	27	Total maintenance completed.	3
Pending from previous week.	8	Total cleaned.	1
Pending from current week.	2	Total completed.	1
Holding for parts.	1		
Total all work requests.	39		
Emergencies Handled	0	Total Vacancies	14

Service Request Follow-up

Apt #	Resident	# of SRs	Follow-up Date	Response/Result
1-101	Tomlin		02-06-06	John didn't clean up.
3-221	Jackson		02-07-06	John left a razorblade on tub
2.-111	Kenny		02-07-06	Ted did good job!

Activity #5: Retrofitting Case Study: Slow Water Leaks

Instructions Working in groups, complete the worksheet.

Background It is estimated that 7% of all water used in apartments is wasted due to slow often unseen leaks. Older hardware and seals break down over time. In addition, new technology has allowed the development of synthetic seals and fixtures that significantly reduce water use without compromising the quality of water delivery.

Often times sewer rates are a function of water usage. Saving water will lead to a reduction in sewer expenses as well.

Have you ever considered how much water will escape through a 1/32" leak over 24 hours? What about a 1/16" leak over 24 hours or a 1/8" leak over 24 hours? Not only will new seals solve the leak, but new fixtures will make an even more significant change.

Let's look at how retrofitting toilets and showerheads can save money.

Situation An apartment community has 100 apartment homes. The cost of water is \$0.20 per 100 gallons, and, on the average, two (2) showers are taken per day. In each apartment, the estimated length of shower is 5 minutes.

The existing showerhead allows water to flow at a rate of seven (7) gallons per minute; a new showerhead allows water to flow at a rate of 2.5 gallons per minute.

The Problem What are the cost and energy savings of replacing the existing showerhead with a new showerhead?

Water usage Use the following formulas to calculate the water usage, in gallons per day.

Existing showerhead: _____ gallons per day
(100 apts. X 2 showers per day X 5 minutes per shower at 7 gpm.)

New showerhead: _____ gallons per day
(100 apts. X 2 showers per day X 5 minutes per shower at 2.5 gpm.)

Continued on next page

Activity #5: Retrofitting Case Study: Slow Water Leaks, Continued

Water saved Use the following formulas to calculate the water saved, in gallons.

Savings per day: _____ gallons
(existing showerhead usage – new showerhead usage)

Savings per year: _____ gallons
(gallons saved per day x 365 days)

Money saved Use the following formulas to calculate the money saved, in dollars per year.

Savings per year: \$ _____
(gallons saved per year x \$0.20/100 gallons)

Rate of return on investment for showerheads Use the following formulas to calculate the rate of return on investment for purchasing new showerheads for all units in this community.

Cost of new showerheads: \$40.00 each

Cost of new showerheads for all units: \$ _____

Savings on water bill the first year \$ _____

Number of years to pay off cost of showerheads from water savings: _____ years
(cost of showerheads/savings per year)



**CERTIFIED APARTMENT
MANAGER®**

NAAEI thanks you for taking the Certified Apartment Manager (CAM) program.

Following is a list of items that you may find on the NAA Web site that may not be included in the program text that is to be used for your reference while taking the courses in this program:

- Supplement/Resource Materials
- CAM Skill Checks and Answer Key
- Additional Course Handouts

These files may be downloaded from the NAA Web site by visiting:

www.nashq.org/education/CandidatesOnly

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