



# **Marshfield CDA**

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## **REQUEST FOR QUALIFICATIONS (“RFQ”) FOR DEVELOPMENT SERVICES**

**Due Date:  
August 11, 2025**

**An Equal Opportunity Employer  
An Equal Housing Provider**



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# Request for Qualifications

## Development Services

**TYPE OF PROJECT:** The Marshfield Community Development Authority ("CDA") is soliciting qualifications from experienced developers with development experience to conduct an analysis of the CDA's property known as Parkview Apartments ("Project") and to make recommendations for redevelopment and/or revitalization of the Project.

Parkview Apartments is a 6-story apartment building located at 606 South Walnut Street in Marshfield, Wisconsin 54449. Originally constructed in 1968 and was most recently renovated in 1992, the building consists of (95) 1-bedroom and (2) 2-bedroom dwelling units.

**DATE ISSUED:** June 27, 2025

**CONTACT PERSON:**

Carol Kerper  
Executive Director  
Marshfield CDA  
601 S. Cedar Ave,  
Marshfield, WI 5449  
715.387.0528 Office  
Email: [carol.kerper@marshfieldcda.com](mailto:carol.kerper@marshfieldcda.com)

**DEADLINE FOR  
QUESTIONS:**

Only emailed written questions received by July 24, 2025, no later than 3:00 p.m (local time) will be addressed.

Answers will be provided as written addenda to this RFQ and issued by e-mail to all firms who have requested this RFQ. Answers will be issued as soon as possible, but no later than July 30, 2025.

Email: [carol.kerper@marshfieldcda.com](mailto:carol.kerper@marshfieldcda.com)

## SUBMISSION



**DEADLINE:** August 11, 2025 no later than 3:00 p.m.(local time)

**SCOPE OF REQUESTED SERVICES:** The CDA is inviting statements of qualifications from experienced development firms to initially review the Parkview Apartments' operations, and finances and to conduct an analysis to determine strategies to redevelop the Project and to pursue and execute on these strategies (the "Services"), as more specifically described below. The selected firm will be considered a "Developer" and be selected in accordance with CDA procedures and in accordance with 24 CFR part 941 subpart F.

The selected Developer will be responsible for leading and managing the development process and will be required to work closely with CDA from pre-development through rehabilitation and completion. The Developer will be required to carry out all normal activities necessary to plan, finance and implement the Development, as described further in this RFQ.

Respondents should have demonstrated experience with creating and implementing a comprehensive development plan, including the ability to execute conventional and FHA financing. Respondents must have a demonstrated track record utilizing Low-Income Housing Tax Credits ("LIHTC") issued by Wisconsin Housing and Economic Development Authority ("WHEDA"), and other public and private funding mechanisms. Special consideration will be given to respondents with familiarity with RAD.

## **A. GENERAL SUBMISSION INFORMATION**

All qualifications will be considered as they are construed by the CDA. The CDA requests that information be brief and concise. After reviewing the qualifications, additional information may be requested by the CDA.

The CDA is not liable for any costs incurred by the respondents prior to issuance of a contract. The respondents shall wholly absorb all costs incurred in the preparation and presentation of the qualification statements. The CDA will pay no compensation to any respondent for any costs related to preparation or submittal of the proposal.

## **B. RESERVATION OF RIGHTS**

The CDA reserves at its sole discretion the right to cancel this RFQ, or to reject, in whole or in part, any and all submissions received in response to this RFQ, upon determination that such cancellation or rejection is in the best interest of the CDA.



The CDA reserves the right to reject any or all materials and the right to request oral presentations from all or some of the respondents. The CDA further reserves the right to accept at its sole discretion any failure on the part of any respondent to adhere to the form and content required by this RFQ deemed non-material by the CDA. The CDA shall reserve the right to at any time during the RFQ or contract process to prohibit any further participation by a respondent or reject any proposal submitted that does not conform to any of the requirements detailed herein. The CDA reserves the right to reject any or all proposals, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by the CDA to be in its best interests.

The CDA will reject the proposal of any respondent who is suspended and/or debarred by HUD from providing services to public housing authorities and reserves the right to reject the proposal of any respondent who has previously failed to perform any contract properly for the CDA.

## **C. RECEIPT OF RESPONSES**

All materials must be submitted in an 8 ½ x 11" format. An original and five (5) bound copies of the response to this Request for Qualifications shall be submitted in a sealed container and marked on the outside with the respondent's name and contact information as well as the following information:

**Marshfield CDA  
ATTN: Carol Kerper  
601 S Cedar Ave  
Marshfield, WI 54449  
DEADLINE: August 11, 2025**

Qualifications are not publicly opened.

All questions **MUST** be submitted in writing by July 24, 2025.

The CDA reserves the right to reject any or all responses. Facsimile and e-mail responses will not be accepted. Responses received after the deadline for receipt will be deemed unresponsive and will not be reviewed. All submissions become the property of the CDA.

## **D. PROGRAM SUMMARY**

The CDA is seeking submissions from qualified firms to provide comprehensive development Services for the CDA in connection with its Project, specifically, as determined by the CDA in its sole discretion: To (1) establish public/private partnerships for development and construction to rehabilitate the Project; (2) Develop comprehensive tax credit and loan financing packages; (3) manage such property; and (4) manage all phases of development, procuring and contracting with all third parties and managing construction efforts and timelines.



This project will be the CDA's first venture into mixed-finance affordable housing and anticipates it will be the first of several such re-developments. To begin this effort, CDA needs to engage an experienced developer to assume lead responsibility for the redevelopment initiative. CDA wants to retain an option to extend the agreement with the selected co-developer for additional phases on this public housing site and for other CDA owned sites. To comply with HUD requirements, this option will exist for five years from the date the developer is selected.

## **E. PROJECT DESCRIPTION**

The CDA is exploring the revitalization of Parkview Apartments to ensure the long-term sustainability and modernization of affordable housing within the community. The proposed project will leverage the Low-Income Housing Tax Credit (LIHTC) program in conjunction with the Rental Assistance Demonstration (RAD) / Section 18 Blend, allowing for essential renovations while maintaining affordability for residents.

Project Objectives:

- **Modernization & Energy Efficiency:** Upgrade building systems, enhance energy efficiency, and improve accessibility to align with contemporary standards.
- **Resident Well-Being:** Improve unit conditions, amenities, and common spaces to foster a safe and welcoming environment.
- **Financial Sustainability:** Utilize LIHTC funding to attract private investment and implement RAD/Section 18 Blend strategies to support long-term affordability.

## **F. TIMELINE OF SERVICES**

The CDA's goal is to have the Project to commence immediately with the Services proceeding as expeditiously as possible. Respondent shall certify its ability to start work immediately, and should propose a staffing plan that describes the existing time commitments of the staff proposed to be assigned to the project.

Respondents are encouraged to present to the CDA a complete team including the trades required for the success of the Project. The team may include architectural, legal, construction, management, and financial services. The Developer may replace any team member identified in its submission as long as the scoring outcome does not change the selection of the Developer.

## **G. THE CDA'S ROLE AND RESPONSIBILITIES**

CDA intends to maintain an active role in the rehabilitation and ongoing operations of the development through a variety of roles described in this section. CDA's primary objectives are to ensure high-quality housing produced in a cost-effective manner, continued deep affordability of the RAD units, preservation of tenancy rights of the extremely low-income residents, and responsible, sustainable management of the property



The following will be the responsibility of the CDA:

- **Define Project Goals & Vision** – Establish clear objectives for rehabilitation, affordability, and long-term sustainability. Provide a long-term ground lease for the project.
- **Engage Stakeholders** – Communicate with residents, local government, and community organizations to align priorities and build support. Obtain local support for the project.
- **Allocate Pre-Development Funds** – Cover costs for essential assessments such as capital needs assessment, environmental and market study to inform project feasibility and planning.
- **Lead HUD RAD/Section 18 Conversion** – Through a consulting engagement with Baker Tilly, CDA will oversee the application, approval, and implementation process to ensure successful repositioning of the public housing asset in compliance with HUD requirements. This conversion will be a RAD/Section 18 Small PHA Blend. CDA will be HUD's point of contact for all RAD related correspondence.
- **Voucher Administration** - Administer the project-based vouchers or find an alternative Housing Agency to provide voucher administration.
- **PHA Staff Development Opportunity** – Equip personnel with property management and maintenance expertise through LIHTC training and developer oversight, fostering career advancement and operational excellence.

## H. DEVELOPER'S ROLE AND RESPONSIBILITIES

The Developer will be responsible for leading and managing the development process and will be required to work closely with CDA throughout the financing, closing and rehabilitation stages, as well as the successful closeout and transition back to permanent operations.

The following will be the responsibility of the Developer ("Developer Responsibilities"):

- **Design & Construction Oversight** – Direct and control all design and construction activities, ensuring strict adherence to program standards, budget constraints, and project timelines. Lead architects and contractors in executing a high-quality, cost-effective rehabilitation while maintaining full accountability for quality assurance, regulatory compliance, and project success.
- **Construction Strategy & Implementation Schedule** – Develop a comprehensive construction approach and detailed timeline, outlining key milestones, sequencing, permitting requirements, and coordination strategies to ensure efficient execution and project completion.
- **Pre-Development Coordination** – Oversee environmental and geotechnical testing, architectural and engineering assessments, utility condition evaluations, site and market analyses, financial feasibility studies, and ensure participation in required resident meetings.
- **Financial Operations & Budget Management** – Develop comprehensive development and operating budgets with at least 15-year projections, ensuring financial viability. Continuously



expand and update budgets throughout the development process to reflect evolving costs, funding sources, and operational needs.

- **Securing Financing** – Assemble funding sources, including LIHTC equity, tax-exempt bonds, grants, and private capital, to support the redevelopment plan. The Developer must have the required capacity and experience needed to meet the requirements under the Qualified Allocation plan (“QAP”) and other program requirements.
- **Financial Guarantees** – Ensure full financial backing for project obligations, including construction costs, operational reserves, loan guarantees, and compliance with funding requirements. CDA anticipates that the selected developer will be responsible for all construction-related guarantees of completion. Responsibility for operating deficits and tax credit compliance guarantees required by tax credit investors or lenders will be negotiated with CDA in concert with ownership percentages.
- **Asset Management & PHA Collaboration** – Assist PHA staff and oversee asset management functions throughout lease-up and conversion to permanent financing, ensuring long-term stability and operational efficiency.
- **Tenant Relocation & Support** – It is anticipated that redevelopment will necessitate displacement of residents. The Developer will be responsible for working with CDA to identify the best method of handling relocation. Implementation of the relocation plan must ensure resident protections and access to appropriate housing alternatives. All costs associated with relocation must be covered by development funds secured by the Developer. The Developer will be responsible for working with the General Contractor to develop and implement a strategy for moving residents to prevent construction delays.
- **Ensure Workforce Participation Compliance** – Implement and track workforce participation requirements for Minority/Women-Owned Business Enterprises (M/WBE), Section 3, and other applicable mandates, ensuring full adherence to regulatory and contractual obligations.

Each respondent must have, or within its team provide, the following:

- Experience in the redevelopment of HUD subsidized properties;
- Experience in maximizing the use of various financing vehicles;
- Experience working with WHEDA on preservation low-income housing tax credit projects.
- Expertise in regulatory compliance issues;
- Expertise with local government authorities which regulate the permits and utilities necessary for the Project.

### **Tax Credit Application Expectations**

The timeline expected to be followed will be in compliance with the following WHEDA timeline

- WHEDA Project Concept Application: Submit the project concept application for the competitive WHEDA round no later than WHEDA Deadline; currently outlined as December 5, 2025.
- If Selected for Competitive Application:



- Prepare and submit the subsequent full LIHTC application per WHEDA's competitive funding cycle deadlines.
- If Not Selected for Competitive Application:
  - Conduct budget revisions and financial modeling to align with non-competitive 4% LIHTC funding.
  - Submit the revised application under the non-competitive 4% LIHTC program.

## I. INSTRUCTIONS AND NOTICE TO RESPONDENTS:

### 1. SUBMISSION REQUIREMENTS

**Responses that do not include all required information or are received after the deadline will be deemed unresponsive.**

Each respondent is required to submit a response consisting of the following:

**Letter of Interest:** Respondent's submittal shall be accompanied by a letter of Interest on the respondent's letterhead. The letter should state that proposer understands the scope of services, state proposer's commitment to perform the services expeditiously, and include a brief statement indicating why the respondent believes they are the best qualified to perform the engagement.

**Respondent's Qualifications:** The respondent shall submit the following information regarding its qualifications. **The numbered sections listed below shall be separated by numbered tabs and each section shall be identified with the corresponding number and title from the list.**

#### 1. Previous Housing Development and/or Developer Consulting Experience:

- a. Provide information on up to five (5) subsidized property revitalization projects in which the respondent has participated. Attempt to provide the most recent projects and the most pertinent to the Project. Any previous projects that required processing applications and securing HUD approvals for public housing and/or multifamily revitalization projects and/or submitting successful affordable housing development proposals through state housing finance agencies will be the most useful.

The description should include specific details related to the Respondent's knowledge of real estate financing methods, including the use of state and federal LIHTCs, Tax-Exempt Bonds, Project Based Rental Assistance, RAD, Section 18, Mixed Financing, FHA insured mortgages, HOME, CDBG Funds, other subordinate debt and private mortgages.

Include as **Exhibit A**, a chart of all affordable and mixed-income rental housing projects successfully completed, identifying the state where they were located, the number of units, tenancy, new construction or rehabilitation, the total development cost, all types of funding utilized, and including the amount of any tax credit allocations and tax-exempt bond allocations received. Please provide this information by year



and include the beginning and end dates for each project. Include projects that are currently under construction or are anticipated to begin construction during the next 12 months.

- b. Provide a description of the team's approach to the development process including identification of key milestones in a typical LIHTC project and the average timetable for each major task. Provide a proposed schedule for the project, including pre-development activities, financing applications, closing, relocation and construction.
- c. Discuss previous projects in which actual development schedules and budgets did not match projections. Describe the causes for deviations and explain how the Development Team overcame the challenges the changes presented.
- d. Describe Respondents' process for competitively soliciting a tax credit syndicator for a project. Disclose any preferred syndicator relations that Respondent plans to utilize for the project, if applicable.
- e. Describe the types of construction and permanent financing most used by Respondent and how they are procured. Disclose any preferred banking relationships that Respondent plans to utilize for the Project, if applicable.

## **2. Organizational Structure and Profile of Principals and Key Staff:**

- a. Provide a detailed description of the organizational structure and staffing of the respondent's team with a brief description of previous collaborations among the staff.
- b. Provide profiles of the principals and key staff that will be involved in the development effort, what roles they would serve for CDA, and their level of experience as developers and/or developer consultants. Highlight their involvement in similar projects and activities, especially their experience in processing multifamily revitalization projects and/or submitting successful affordable housing development proposals through state housing finance agencies.
- c. Certify that all key staff will be available to start immediately or describe existing time commitments which would impair the respondent's ability to proceed expeditiously.

Include as **Exhibit B** an organizational chart identifying all senior leadership and key personnel of the Respondent and resume for each.

- 3. Methodology:** The methodology provided by the Respondent indicates their knowledge of steps and timeframes necessary for implementing mixed-finance projects. The methodology demonstrates the capacity to successfully complete tax credit applications. The methodology indicates an approach that effectively uses public and private resources and provides the most beneficial terms for CDA.



Please describe the Respondent's expectations specific to this Project and the anticipated financial return to CDA. Include:

- a. Anticipated ownership split;
  - b. Responsibility for providing guarantee;
  - c. Anticipated role of CDA in the development process;
  - d. Developer fee split,
  - e. Property management and asset management responsibilities; and
  - f. Any other financial returns or risk sharing structures.
4. **Financial Capacity:** As the Development Partner and guarantor, respondents must demonstrate sufficient financial strength and stability to support the proposed project through all phases of development. Submissions should include evidence of the respondent's capacity to secure financing and absorb financial risk, along with a clear plan for fulfilling any guarantees if called upon. Include as **Exhibit C** the most recent audited annual corporate financial statements and the latest unaudited year-to-date statements as of the most recent month-end. Only one copy of these financial statements should be submitted in a sealed envelope. Please note that financial materials will be reviewed only for shortlisted developers during the final selection phase.
5. **Property Management Staff Integration & Training:** Provide a detailed plan for incorporating existing property management staff into the new LIHTC structure, including roles, responsibilities, and required training to ensure compliance, operational efficiency, and alignment with LIHTC program requirements.
6. **Energy Conservation and Sustainability Measures:** Provide examples of energy conservation measures implemented.
7. **References:** Provide references including the entity's name and mailing address along with the contact person's name, email address, and telephone number for (1) the most comparable projects – preferably HUD public housing and/or multifamily revitalization projects, (2) at least two tax credit investors, and (3) one state housing finance agency.

**Required Forms:** Include as **Exhibit D** all forms attached and/or required to be attached to the Statement of Qualifications as throughout this request, including but not limited to: HUD 5369-A; HUD 5369-B; HUD 5369-C; HUD 5370-C; Non-Collusive Affidavit; and Debarment Certification Form, Contractor Certification of Efforts to Comply with Employment and Training Provisions of Section 3. The forms are provided in Appendix 1.

## 2. SELECTION PROCESS AND CRITERIA

The purpose of this RFQ is to solicit quality submissions so that the CDA may select the one that meets its needs and requirements. It is further desired that this RFQ process will ensure competitiveness among respondents. The CDA urges all interested respondents to review carefully the requirements of this RFQ.



All responses will be initially reviewed to determine compliance with the response format requirements specified within this RFQ. Responses that do not comply with these requirements may be rejected without further review. All submissions will be evaluated by an evaluation committee appointed by the contracting officer. Written submissions containing the requested information will serve as the initial basis for selection of finalists.

The CDA will select the winning respondent based upon the quality of the relevant qualifications required as provided herein and the CDA's particular needs. The top-rated respondent will be invited to negotiate a development services agreement with the CDA. In the event the CDA is unable to reach an agreement with the top-rated firm, the CDA may initiate negotiations with another respondent.

### 3. EVALUATION CRITERIA

The evaluation panel will use both objective and subjective criteria to evaluate each submittal received; award of points for each listed factor will be based upon the documentation submitted. The scores from each panelist will then be averaged for each evaluation factor and then the weighted average score for each evaluation factor will be combined to calculate the overall score. The written submittals and oral interviews will be evaluated utilizing the following:

No.	Criteria	Points
1	Previous Housing Development and/or Developer Consulting Experience	35
2	Organizational Structure and Profile of Principals and Key Staff	20
3	Methodology	20
4	Financial Capacity	10
5	Property Management Staff Integration & Training	5
6	Energy Conservation and Sustainability Measures	5
7	References	5
	<b>TOTAL POINTS</b>	<b>100</b>

The purpose of this RFQ is to solicit qualifications so that CDA may, from among a range of qualifications, select an offer of services that best meets its needs and requirements. Written qualifications containing the requested information will serve as the primary basis for final selection. CDA may, at its sole discretion, interview any number of Respondents prior to final selection.

All qualifications will be reviewed by CDA based on the evaluation criteria in this RFQ. CDA will select the top firm based upon its proposal and ranking, the results of reference checks, and the effectiveness of the presentation, for those in the competitive range, during the interview process, **if interviews are conducted**.



**CDA reserves the right to conduct negotiations with one or more Respondents if, in the sole opinion of CDA, that method will provide the greatest benefit to CDA.**

#### **4. ACKNOWLEDGEMENT OF AMENDMENTS**

The respondent shall acknowledge in its response to this RFQ receipt of any amendment(s). The respondent's failure to acknowledge an amendment may result in rejection of respondent's submission.

#### **5. COMPLETE AND ACCURATE SUBMISSION**

A respondent's failure to provide accurate information in response to this RFQ may disqualify the respondent from further consideration.

Qualifications may be corrected, modified or withdrawn, provided that the correction, modification, or request for withdrawal is made by the respondent in writing and is received by the CDA prior to the date and time designated in this RFQ for final receipt of submissions. After such date and time, the respondent may not change any provision of its statement of qualifications in a manner prejudicial to the interest of the CDA and/or fair competition.

#### **6. RETENTION**

All submissions are the property of the CDA and shall be retained by the CDA. Responses will not be returned. Responses will not be publicly opened.

#### **7. CANCELLATION/WAIVER**

The CDA reserves the right to cancel this RFQ or to reject at the CDA's sole discretion, in whole or in part, any and all submissions received in response to this RFQ, upon its determination that such cancellation or rejection is in the best interest of the CDA. The CDA further reserves the right to accept at its sole discretion any deviation from the requested format or content deemed non-material by the CDA in any submissions received. The decisions as to who shall receive a contract award or whether an award shall be made as a result of this RFQ shall be at the absolute sole discretion of the CDA. The CDA reserves **the option of making**, at the CDA's sole discretion, **awards to multiple respondents pursuant to this RFQ.**

#### **8. KEY PERSONNEL**

The key personnel specified by the successful respondent will be considered essential to the work to be performed by the successful respondent. Prior to diverting any of the key personnel for any reason(s), the contractor shall notify the CDA in writing, at least thirty (30) calendar days in advance, and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. The firm shall not change key personnel or hours to be devoted, before or after contract award, without written permission from the CDA. Changes in personnel may be grounds for contract termination.



## 9. CONTRACT FORM

The contents of the documents submitted by the successful respondent(s) shall become part of any contract award. This RFQ may be expanded to include a development agreement between Development Consultant and the CDA, the exact terms of which will be negotiated between the parties. The term of the Development Agreement will continue until all of the required services as specified in this RFQ, or as subsequently negotiated, are completed. No contractual rights shall arise out of the process of negotiation until such time as an agreement between the parties has been executed by both parties. Work under any such agreement shall commence immediately upon issuance of a "Notice to Proceed" issued by the CDA. The parties will further agree to negotiate the development agreement diligently and to accommodate changes as may be required by applicable law.

## 10. NO COMPENSATION FOR RESPONSE

**Respondent will not be compensated for work or costs related to preparation and submission of respondent's response to this RFQ.**

## 11. RULES, REGULATIONS AND LICENSING REQUIREMENTS

Respondent shall comply with all applicable law, ordinances and regulations applicable to the Services, especially those applicable to a conflict of interest. Respondents shall be familiar with all federal, state and local laws, ordinances, codes, rules and regulations that may in anyway affect the Services.

## J. ADDENDA

The CDA will endeavor to provide copies of addenda to all potential respondents to whom the CDA has delivered a copy of this RFQ, but it will be the responsibility of each respondent to make inquiry as to the existence and content of addenda, as all addenda become part of this RFQ and all respondents will be bound thereby, whether or not the addenda are actually received by the respondents.

## K. CDA'S OPTIONS AND SCHEDULE

The determination of the criteria and process whereby submissions are evaluated and the decision as to who shall receive a contract award shall be at the sole and absolute discretion of the CDA.



## **APPENDIX 1 – REQUIRED FORMS**

HUD 5369-A

HUD 5369-B

HUD 5369-C

HUD 5370-C

NON-COLLUSIVE AFFIDAVIT

DEBARMENT CERTIFICATION FORM

CONTRACTOR CERTIFICATION OF EFFORTS TO COMPLY WITH EMPLOYMENT AND  
TRAINING PROVISIONS OF SECTION 3

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

#### (a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |                        |                              |
|------------------------|------------------------------|
| [ ] Black Americans    | [ ] Asian Pacific Americans  |
| [ ] Hispanic Americans | [ ] Asian Indian Americans   |
| [ ] Native Americans   | [ ] Hasidic Jewish Americans |

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

# Instructions to Offerors Non-Construction

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

## **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

## **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

## **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

# Certifications and Representations of Offerors

## Non-Construction Contract

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

(a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **4. Organizational Conflicts of Interest Certification**

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### **5. Authorized Negotiators (RFPs only)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### **6. Conflict of Interest**

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### **7. Offeror's Signature**

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

---

Signature & Date:

---

Typed or Printed Name:

---

Title:

---

# General Conditions for Non-Construction Contracts

## Section I — (With or without Maintenance Work)

## U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

**Applicability.** This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$250,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
  - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
    - (i) appeals under the clause titled Disputes;
    - (ii) litigation or settlement of claims arising from the performance of this contract; or,
    - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

## **5. Rights in Data (Ownership and Proprietary Interest)**

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

## **6. Energy Efficiency**

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

## **7. Disputes**

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

## **8. Contract Termination; Debarment**

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

## **9. Assignment of Contract**

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

## **10. Certificate and Release**

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

## **11. Organizational Conflicts of Interest**

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - ( ) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

## **12. Inspection and Acceptance**

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. 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/seller] 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/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance 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 the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance 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 the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the 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 subcontractor/seller or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

## 17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

#### **18. Dissemination or Disclosure of Information**

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

#### **19. Contractor's Status**

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

#### **20. Other Contractors**

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

#### **21. Liens**

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

#### **22. Training and Employment Opportunities for Residents in the Project Area** (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

#### **23. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

Form of Non-Collusive  
Affidavit

FORM OF NON-COLLUSIVE AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says:

That he/she/it is \_\_\_\_\_, the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Auburn Housing Authority or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true.

\_\_\_\_\_  
Signature of Bidder, if Bidder is an individual

\_\_\_\_\_  
Signature of Bidder, if Bidder is an individual

\_\_\_\_\_  
Signature of Officer, if Bidder is a Corporation

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_  
20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission expires \_\_\_\_\_

## FEDERAL DEBARMENT CERTIFICATION FORM

---

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

---

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

#### **(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

#### **ATTESTATION**

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

---

Name and Title of Authorized Representative

---

---

Signature

---

Date

## **FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)**

### **Instructions for Certification**

1. By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The prospective recipient of Federal assistance funds agrees by submitting this Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Certification  
of Efforts to Comply with  
Employment and Training Provisions of Section 3

The bidder represents and certifies as part of its bid/offer the following:

- ☐ Is a Section 3 Business concern and has submitted the required certification with the bid. A Section 3 Business concern means a business concern:
  - 1. That is 51% or more owned by Section 3 Residents; or
  - 2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents, or
  - 3. That provides evidence of a commitment to subcontract in excess of 25% or the dollar value of all subcontracts to be awarded to business concerns that meet the qualifications set forth in Paragraphs 1 or 2 in this definition of "Section 3 Business".
- ☐ Is not a Section 3 Business concern but who will seek compliance with Section 3 by certifying to the following efforts.

Efforts to award subcontract to Section 3 business concerns (Check all that apply)

- ☐ By contacting business assistance agencies, minority contractors associations and community organization to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.
- ☐ Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information in the common area or other prominent areas of the of the housing developments owned and managed by the HA.
- ☐ Providing written notice to all known Section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid invitations or request for proposals.
- ☐ By following up with Section 3 business concerns that have expressed interest in the contracting opportunities.
- ☐ Coordinating pre-bid meetings at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
- ☐ By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 business concerns can take advantage of contracting opportunities.
- ☐ By advising Section 3 business concerns as to where they may seek assistance in overcoming limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- ☐ Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses.
- ☐ By developing and utilizing a list of eligible Section 3 business concerns.
- ☐ By actively supporting joint ventures with Section 3 business concerns.

Efforts to provide training and employment to Section 3 residents

- ☐ By entering into a "first source" hiring agreement with organizations representing Section 3 residents.
- ☐ By establishing training programs, which are consistent with the requirements of the DOL, specifically for Section 3 residents in the building trades.
- ☐ By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents.

- ☐ By contacting resident councils and other resident organization in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled.
- ☐ By arranging interviews and conducting interviews on the job site.
- ☐ By undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

Name:

Name:

Signature:

Signature:

Title:

Title:

Company Name:

Company Name:

Subscribed and sworn to before me

This                      day of

My Commission expires

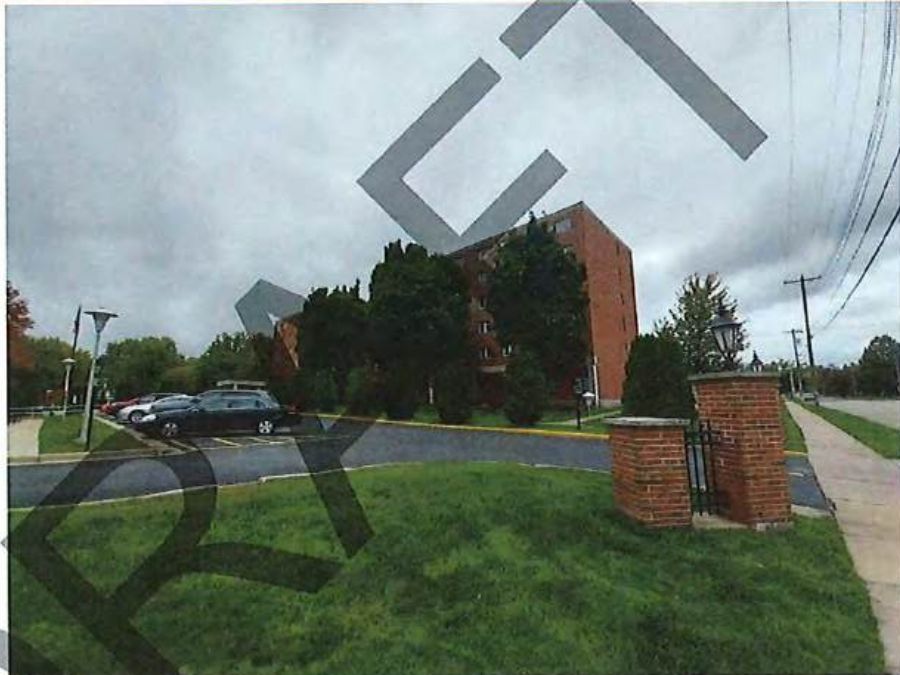


## APPENDIX 2 – PHYSICAL NEEDS ASSESSMENT



## CAPITAL NEEDS ASSESSMENT REPORT

---



### Parkview Apartments

606 South Walnut Street, Marshfield, WI 54449  
GG Project No. GN340T2874

*Prepared For:*

---

**The Transformation Group LLC**  
929 Walnut Street, Suite 4101  
Kansas City, MO 64106

*Prepared By:*

---

**Gill Group, Inc.**  
250 Monroe Ave NW, Suite 400  
Grand Rapids, MI 49503

October 6, 2023

Mr. James Threatt  
The Transformation Group LLC  
929 Walnut Street, Suite 4101  
Kansas City, MO 64106



**Re: RAD Physical Condition Assessment of the  
Parkview Apartments located at  
606 South Walnut Street, Marshfield, WI 54449  
Gill Group, Inc. Project No. GN340T2874**

Dear Mr. Threatt:

Gill Group, Inc. has completed a Rental Assistance Demonstration (RAD) Physical Condition Assessment (RPCA) of Parkview Apartments located in Marshfield, Wisconsin. This RPCA was performed in general accordance where appropriate with applicable guidelines established by the American Society for Testing and Materials (ASTM) in the *Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process / Designation E 2018-08* (ASTM Standard Practice E 2018-08) in addition to the United States Department of Housing and Urban Development (HUD) RAD program guidelines. The effective date of this report is the date of site reconnaissance, September 28, 2023.

The purpose of the RPCA was to visually evaluate and examine the present condition of property elements, buildings and related structures to develop an independent professional opinion about the physical condition of the property. The findings and recommendations contained herein are based upon the data that was reviewed and documented in this report along with our experience on similar projects.

The RPCA for the above referenced property represents the product of Gill Group's professional expertise and judgment in the due diligence consulting industry, and it is reasonable for THE TRANSFORMATION GROUP LLC AND UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT to rely on Gill Group's report. If you have any questions related to this report, please do not hesitate to contact our office at (573) 624-6614.

Gill Group, Inc. certifies that it has no undisclosed interest in the subject property, Gill Group, Inc.'s relationship with the client is at arms-length, and that employment and compensation are not contingent upon the findings or estimated costs to remedy any deficiencies due to deferred maintenance and any noted component or system replacements.

Sincerely,  
Gill Group, Inc.

A handwritten signature in black ink, appearing to read "Julia VanderHart".

Julia VanderHart,  
Senior Project Manager

A handwritten signature in black ink, appearing to read "P. Crawford".

Patrick Crawford, BPI-BA  
Director of CNA Services

## **EXECUTIVE SUMMARY**

Gill Group, Inc. has completed a Rental Assistance Demonstration (RAD) Physical Condition Assessment (RPCA) of the Parkview Apartments located at 606 South Walnut Street, Marshfield, Wood County, Wisconsin. This RPCA was performed in general accordance where appropriate with applicable guidelines established by the American Society for Testing and Materials (ASTM) in the *Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process / Designation E 2018-08* (ASTM Standard Practice E 2018-08) in addition to the United States Department of Housing and Urban Development (HUD) RAD program guidelines. The effective date of this report is the date of site reconnaissance, September 28, 2023.

**THE REPORT WAS PREPARED FOR THE EXCLUSIVE USE OF THE TRANSFORMATION GROUP LLC AND UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, WHO MAY RELY ON THE REPORT'S CONTENTS.**

The primary objective of the RPCA was to visually evaluate and examine the present condition of the subject property's elements, building(s) and related structures. The RPCA process is being undertaken to assist our client in evaluating the potential financial liabilities associated with the condition of the property elements, building and related structures on the subject property.

The scope of this RPCA included a reconnaissance of the subject property that included a walk-through of the buildings and interviews with personnel listed in this report. For this RPCA, representative samples of the major independent building components were observed, and their physical condition evaluated in accordance with ASTM E2018-15. These components include the property and building exteriors, representative interior areas, and a random sampling of the tenant units. In addition, preparation of this RPCA included a review of reasonably ascertainable local tax assessment records, local fire department records, and local building department records. Additionally, interviews with knowledgeable property contacts were conducted. No inspections or functional tests of mechanical, electrical, and plumbing (MEP) systems or material testing of building or property materials was undertaken as part of this RPCA.

### **General Property Description**

The subject property consists of one approximately 2.49-acre parcel of developed land that contains a six-story dwelling unit building and a single-story garage building which are located along South Walnut Avenue. The subject buildings were constructed in 1968 and was most recently renovated in 1992. The subject buildings contain 96 dwelling units and one manager's unit, totaling 46,143 square feet of net rentable space, which are comprised of 95 one-bedroom units, a two-bedroom unit, and a two-bedroom manager's unit.

The subject property is accessed via four asphalt-paved drive aisles, one connecting to South Walnut Avenue, one connecting to West 6<sup>th</sup> Street, and two connecting to South Spruce Street. The property's parking lots contain approximately 62 parking spaces, five of which are designated as handicap accessible. Ten of the parking spaces are located within parking garages. The parking lots and drive aisles are bordered by cast-in-place concrete curbs. The subject

property also has concrete-paved pedestrian walkways that provide access from the parking lots to the subject building entrances.

### **General Property Condition and Management Policies**

The results of this RPCA identified that the subject property is in fair condition and that continuation of the maintenance programs should result in the property being maintained in a similar condition throughout the Evaluation Period. Gill Group has identified modified capital reserve costs that should be enacted during the evaluation period. Based on the conditions observed, the age of the building improvements should have an operational life period greater than 35 years if maintained in the current condition. These needs are identified in the various sections of this report and are summarized in Tables 1 and 2.

The management, general maintenance, and renovation programs are the responsibility of the property owner. According to property contacts the interior components within each apartment unit are to be maintained, repaired, or replaced by the property owner. Further, the property owner is responsible for maintenance and repair of mechanical, electrical, plumbing equipment and appliances located in common areas and in individual apartment units. The property owner is responsible for the maintenance or replacement costs of the roof, exterior walls, foundation, parking lot, and landscaping.

### **Adequacy of Systems**

The main electrical and mechanical systems (heating, ventilation, and air conditioning (HVAC), lighting, plumbing, and drainage) are reported to be adequate for the current usage. On-going component replacement, maintenance, overhaul, repair, and replacement of these systems will be required.

### **Opinions of Probable Costs**

This section provides estimates for the repair and capital reserves items noted within this report. These estimates are based on invoices and/or bid documents provided by the Owner and/or facility, construction costs developed by construction resources such as *R.S. Means* and *Marshall & Swift*, Gill Group's experience with past costs for similar property, city cost indexes, and assumptions regarding future economic conditions.

A listing of Immediate and Short-term Repairs and the Capital Reserve Analysis are provided in the summary table below. The table summarizes our opinion of budgets for capital expenditures above the threshold values of \$3,000 that are identified by this report or are considered immediate repairs. Expenditures that are expected to be managed as part of normal operations are not included or evaluated. The budgets assume a prudent level of ongoing maintenance.

Summary of Critical, Short-Term, and Long-Term Repairs					
	Term	Total Un-Inflated Cost	Total Inflated Cost	Un-Inflated Reserve Per Unit Per Year	Inflated Reserve Per Unit Per Year
Critical Repairs <sup>1</sup>	Immediate	\$0	-	\$0	-
Short-Term Needs <sup>2</sup>	1 Year	\$7,706,147	-	\$79,445	-
Long-Term Needs	20 Years	\$526,702	\$737,203	\$271	\$380

**Notes:**

1. Physical deficiencies that require immediate action and if left "as is", with an extensive delay in addressing same, has the potential to result in or contribute to critical element or system failure within one year.
2. Opinions of costs to remedy physical deficiencies, such as deferred maintenance, which may not warrant immediate attention, but requiring repairs or replacements that should be undertaken on a priority basis, taking precedence over routine preventive maintenance work. One year is provided for planning purposes.

**Outstanding Information**

There is no outstanding information associated with the completion of the RPCA.

**Recommendations for Additional Investigation or Action**

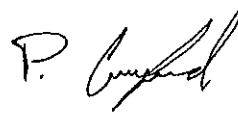
There are no recommendations for additional investigation or action identified by this RPCA. The summary presented above is general in nature and should not be considered apart from the entire text of the report, which contains the qualifications, considerations and subject property details mentioned herein. Details of the findings and conclusions are elaborated in this report.

This report has been reviewed for its completeness and accuracy. Please feel free to contact our office at (573) 624-6614 to discuss this report.

**REPORT PREPARED BY:  
Gill Group, Inc.**



Julia VanderHart,  
Senior Project Manager



Patrick Crawford, BPI-BA  
Director of CNA Services

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# PHYSICAL NEEDS ASSESSMENT

*prepared for*

The Transformation Group  
929 Walnut Street, Suite 4101  
Kansas City, Missouri 64106  
James Threatt

*Save  
As Attached  
For  
Reference*



PHYSICAL NEEDS ASSESSMENT

OF

PARKVIEW APARTMENTS  
606 SOUTH WALNUT STREET  
MARSHFIELD, WISCONSIN 54449

## PREPARED BY:

EMG  
10461 Mill Run Circle, Suite 1100  
Owings Mills, Maryland 21117  
800.733.0660  
[www.EMGcorp.com](http://www.EMGcorp.com)

## EMG CONTACT:

Andrew Hupp  
Program Manager  
800.733.0660 x6632  
[arhupp@emgcorp.com](mailto:arhupp@emgcorp.com)

## EMG PROJECT #:

135929.18R00-001.052

## DATE OF REPORT:

January 18, 2019

## ON SITE DATE:

January 9, 2019



engineering | environmental | capital planning | project management

EMG Corporate Headquarters 10461 Mill Run Circle, Suite 1100, Owings Mills, MD 21117 [www.EMGcorp.com](http://www.EMGcorp.com) p 800.733.0660

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## PHYSICAL NEEDS ASSESSMENT

PARKVIEW APARTMENTS  
606 SOUTH WALNUT STREET  
MARSHFIELD, WISCONSIN 54449

EMG PROJECT NO: 135929.18R000-001.052

## CERTIFICATION

EMG has completed a Physical Needs Assessment (PNA) of the subject property, Parkview Apartments, located at 606 South Walnut Street in Marshfield, Wisconsin 54449. The PNA was performed on January 9, 2019.

The PNA was performed at the Housing Authority's request using methods and procedures consistent with good commercial and customary practice conforming to ASTM E2018-08, *Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process*. Within this Physical Needs Assessment Report, EMG's follows the ASTM guide's definition of User, that is, the party that retains EMG for the preparation of a baseline PNA of the subject property. A User may include, without limitation, a purchaser, potential tenant, owner, existing or potential mortgagee, lender, or property manager of the subject property.

This report has been prepared for and is exclusively for the use and benefit of the Client identified on the cover page of this report. The purpose for which this report shall be used shall be limited to the use as stated in the contract between the client and EMG.

This report, or any of the information contained therein, is not for the use or benefit of, nor may it be relied upon by any other person or entity, for any purpose without the advance written consent of EMG. Any reuse or distribution without such consent shall be at the client's or recipient's sole risk, without liability to EMG.

The opinions EMG expresses in this report were formed utilizing the degree of skill and care ordinarily exercised by any prudent architect or engineer in the same community under similar circumstances. EMG assumes no responsibility or liability for the accuracy of information contained in this report which has been obtained from the Client or the Client's representatives, from other interested parties, or from the public domain. The conclusions presented represent EMG's professional judgment based on information obtained during the course of this assignment. EMG's evaluations, analyses and opinions are not representations regarding the building design or actual value of the property. Factual information regarding operations, conditions and test data provided by the Client or their representative has been assumed to be correct and complete. The conclusions presented are based on the data provided, observations made, and conditions that existed specifically on the date of the assessment.

EMG certifies that EMG has no undisclosed interest in the subject property, EMG's relationship with the Client is at arm's-length, and that EMG's employment and compensation are not contingent upon the findings or estimated costs to remedy any deficiencies due to deferred maintenance and any noted component or system replacements.

EMG's PNA cannot wholly eliminate the uncertainty regarding the presence of physical deficiencies and the performance of a subject property's building systems. Preparation of a PNA in accordance with Public Housing Modernization Standards Handbooks 7485.2 is intended to reduce, but not eliminate, the uncertainty regarding the potential for component or system failure and to reduce the potential that such component or system may not be initially observed. This PNA was prepared recognizing the inherent subjective nature of EMG's opinions as to such issues as workmanship, quality of original installation, and estimating the remaining useful life of any given component or system. It should be understood that EMG's suggested remedy may be determined under time constraints, formed without the aid of engineering calculations, testing, exploratory probing, the removal of materials, or design. Furthermore, there may be other alternate or more appropriate schemes or methods to remedy the physical deficiency. EMG's opinions are generally formed without detailed knowledge from individuals familiar with the component's or system's performance.

Any questions regarding this report should be directed to Andrew Hupp at [arhupp@emgcorp.com](mailto:arhupp@emgcorp.com) or at 800.733.0660, x6632.

Prepared by: Penny Mavrikis, RA,  
Field Observer

Reviewed by:



Al Diefert  
Technical Report Reviewer  
For  
Andrew Hupp  
Program Manager

## PHYSICAL NEEDS ASSESSMENT

PARKVIEW APARTMENTS  
606 SOUTH WALNUT STREET  
MARSHFIELD, WISCONSIN 54449

EMG PROJECT NO: 135929.18R000-001.052

# 1. EXECUTIVE SUMMARY

## 1.1. SUMMARY OF FINDINGS

The Transformation Group contracted with EMG to conduct a Physical Needs Assessment (PNA) of the subject property, Parkview Apartments, located at 606 South Walnut Street in Marshfield, Wisconsin 54449. The PNA was performed on January 9, 2019.

Structures Assessed:	Building Type	No. Of Bldg.	No. Of Stories	Apt. Units	Units Assessed	Date Of Const. Phase-I	Date Of Const. Phase-II	Size (Sf):
Parkview Apartments	High Rise	1	6	98	10	1968	N/A	62,730
11 Car Garage	Maintenance Bldg.	1	1	NA	NA	1968	N/A	32,000

The site area is approximately 2.81 acres.

### Summary of Physical Needs Assessment:

On-site amenities include a community room, a convenience store, full service hair salon, an exercise room, a library, and six laundry rooms.

Generally, the property appears to have been constructed within industry standards in force at the time of construction, **to have been well maintained during recent years, and is in good overall condition.**

According to property management personnel, the property has had a limited capital improvement expenditure program over the past three years, primarily consisting of outside landscaping and flowerbeds. Supporting documentation was not provided but some of the work is evident.

There are a number of Priority Deficiency Costs that have been identified during the evaluation period. These needs are identified in the various sections of this report and are summarized in the attached Replacement Reserves Report.

## 1.2. FOLLOW UP RECOMMENDATIONS

The following study is recommended.

- **The vinyl tile in the apartments may contain asbestos as it is original to the property's construction.** Smaller nine-inch tiles observed in Unit 502 were losing their adhesion and appeared to contain asbestos. A professional consultant must be retained to analyze the existing condition, provide recommendations and, if necessary, estimate the scope and cost of any required repairs. The cost of this study is included in the cost tables. A cost allowance to replace the vinyl tile is also included in the cost tables.

## 1.3. OPINIONS OF PROBABLE COST

This section provides estimates for the repair and capital reserves items noted within this Physical Needs Assessment (PNA).

These estimates are based on invoice or bid documents provided either by the Owner/facility and construction costs developed from construction resources such as *R.S. Means* and *Marshall & Swift*, EMG's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

## PHYSICAL NEEDS ASSESSMENT

PARKVIEW APARTMENTS  
606 SOUTH WALNUT STREET  
MARSHFIELD, WISCONSIN 54449

EMG PROJECT NO: 135929.18R000-001.052

### 1.4. METHODOLOGY

#### **Physical Needs Assessment:**

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, EMG opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its effective age. Projections of Remaining Useful Life (RUL) are based on continued use of the Property similar to the reported past use. Significant changes in tenants and/or usage may affect the service life of some systems or components.

The evaluation period identified in this report is defined as 20 years.

The physical condition of building component to be repaired is typically defined as being in one of five categories: Priority One through Five. For the purposes of this report, the following definitions are used:

**Priority One** – These items are to be addressed as Immediate. Items in this category require immediate action and include corrective measures to:

1. Correct life safety and/or code hazards
2. Repair item permitting water leaks into the building or structure
3. Repair mold or mildew conditions
4. Down unit repairs
5. Further study investigations

**Priority Two** – These items are to be addressed within the next 1 year. Items in this category require corrective measures to:

1. Return a system to normal operation
2. Stop deterioration to other systems
3. Stop accelerated deterioration
4. Replace items that have reached or exceeded their useful service life
5. ADA/UFAS deficiencies

**Priority Three** – These items are to be addressed within the next 2-3 years. Items in this category, if not corrected expeditiously, will become critical in the next several years. Items in this category include corrective measures to:

1. Stop intermittent interruptions
2. Correct rapid deterioration
3. Replace items that will reach or exceed their useful service life
4. Correct functionality and/or aesthetic issues that are not critical

**Priority Four** – These items are to be addressed within the next 3-5 years. Items in this category include conditions requiring appropriate attention to preclude predictable deterioration or potential downtime and the associated damage or higher costs if deferred further.

**Priority Five** – These items are to be addressed within 6-20 years. Items in this category represent a sensible improvement to the existing conditions. These are not required for the most basic function of the facility; however, Priority 5 projects will improve overall usability and/or reduce long-term maintenance costs.

## PHYSICAL NEEDS ASSESSMENT

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## 2. PHYSICAL NEEDS ASSESSEMENT - PURPOSE AND SCOPE

### 2.1. PURPOSE

The purpose of this Physical Needs Assessment (PNA) is to assist the Client in evaluating the physical aspects of this property and how its condition may affect the soundness of the Client's financial decisions over time. For this PNA, representative samples of the major independent building components were observed and their physical conditions were evaluated. This included site and building exteriors, representative interior common areas, and a representative sample of the apartment units. Apartment unit observations include a minimum of 50 percent of the vacant units and all of the down units.

The property management staff and code enforcement agencies were interviewed for specific information relating to the physical property, code compliance, available maintenance procedures, available drawings, and other documentation. The property's systems and components were observed and evaluated for their present condition. EMG completed the *Systems and Conditions Table*, which lists the current physical condition and estimated remaining useful life of each system and component present on the property, as observed on the day of the site visit. The estimated costs for repairs and/or capital reserves are included in the enclosed cost tables. All findings relating to these opinions of probable costs are included in the narrative sections of this report.

The physical condition of building systems and related components are typically defined as being in one of five conditions: Excellent, Good, Fair, Poor, Missing/Failed, or a combination thereof. For the purposes of this report, the following definitions are used:

Excellent	=	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	=	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	=	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	=	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Missing/Failed	=	Component or system has either failed or is missing where it should be present. Replacement, repair, or addition of component(s) or system(s) is recommended or required.

Throughout sections 5 through 9 of this report, each report section will typically contain three subsections organized in the following sequence:

- A descriptive table (and/or narrative), which identifies the components assessed, their condition, and other key data points.
- A simple bulleted list of Anticipated Lifecycle Replacements, which lists components and assets typically in Excellent, Good, or Fair condition at the time of the assessment but that will require replacement or some other attention once aged past their estimated useful life. These listed components are typically included in the associated inventory database with costs identified and budgeted beyond the first several years.
- A bulleted cluster of Actions/Comments, which include more detailed narratives describing deficiencies, recommended repairs, and short term replacements. The assets and components associated with these bullets are/were typically problematic and in Poor or Missing/Failed condition at the time of the assessment, with corresponding costs included within the first few years.

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### 2.2. DEVIATIONS FROM THE ASTM E2018-08 GUIDE

ASTM E2018-08, *Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process* requires that any deviations from the Guide be so stated within the report. EMG's probable cost threshold limitation is reduced from the Guide's \$3,000 to \$2,000, thus allowing for a more comprehensive assessment on smaller scale properties. Therefore, EMG's opinions of probable costs that are individually less than a threshold amount of \$2,000 are omitted from this PNA. However, comments and estimated costs regarding identified deficiencies relating to life/safety or accessibility items are included regardless of this cost threshold.

In lieu of providing written record of communication forms, personnel interviewed from the facility and government agencies are identified in Section 2.5. Relevant information based on these interviews is included in Sections 2.5, 3.1, and other applicable report sections.

### 2.3. ADDITIONAL SCOPE CONSIDERATIONS

Items required by ASTM E2018-08 and Fannie Mae's *Exhibit III Specific Guidance to the Property Evaluator* are included within the Physical Needs Assessment (PNA). Additional "non-scope" considerations were addressed at the recommendation of EMG and subsequent contract with the Client. These additional items are identified as follows:

- Property disclosure information was obtained from the EMG's Pre-Survey Questionnaire
- An assessment of accessibility utilizing EMG's Accessibility Checklist
- A limited visual assessment and review of the property for mold growth, conditions conducive to mold growth, and evidence of moisture in accessible areas of the property
- Provide a statement on the property's Remaining Useful Life
- Provide cross reference indexing between cost tables and report text
- Determination of FEMA Flood Plain Zone for single address properties

### 2.4. PROPERTY'S REMAINING USEFUL LIFE ESTIMATE

Subject to the qualifications stated in this paragraph and elsewhere in this report, the Remaining Useful Life (RUL) of the property is estimated to be not less than 35 years. The Remaining Useful Life estimate is an expression of a professional opinion and is not a guarantee or warranty, expressed or implied. This estimate is based upon the observed physical condition of the property at the time of EMG's visit and is subject to the possible effect of concealed conditions or the occurrence of extraordinary events such as natural disasters or other "acts of God" that may occur subsequent to the date of EMG's site visit.

The Remaining Useful Life for the property is further based on the assumption that: (a) the immediate repairs, short term repairs, and future repairs for which replacement reserve funds are recommended are completed in a timely and workman-like manner, and (b) a comprehensive program of preventive and remedial property maintenance is continuously implemented using an acceptable standard of care. The Remaining Useful Life estimate is made only with regard to the expected physical or structural integrity of the improvements on the property, and no opinion regarding economic or market conditions, the present or future appraised value of the property, or its present or future economic utility, is expressed by EMG.

### 2.5. PERSONNEL INTERVIEWED

The following personnel from the facility and government agencies were interviewed in the process of conducting the PNA:

Name and Title	Organization	Phone Number
Mary James-Mork Executive Director	Marshfield Community Development Authority	715.387.0528
Tim Geldernick Environmental Services Manager	Marshfield Community Development Authority	715.383.2304
Cheryl Uthmeier Administrative Assistant	Marshfield Building Department	715.387.1344
Pete Fletty Deputy Chief of Fire Prevention	Marshfield Fire Department	715.486.2094

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The PNA was performed with the assistance of Tim Geldernick, Environmental Services Manager, Marshfield Community Development Authority the on-site Point of Contact (POC), who was cooperative and provided information that appeared to be accurate based upon subsequent site observations. The on-site contact is completely knowledgeable about the subject property and answered all questions posed during the interview process. The POC's management involvement at the property has been for the past 26 years.

### 2.6. DOCUMENTATION REVIEWED

Prior to the PNA, relevant documentation was requested that could aid in the knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions. The review of submitted documents does not include comment on the accuracy of such documents or their preparation, methodology, or protocol. The following documents were provided for review while performing the PNA:

- Original construction documents by Setter, Leach & Lindstrom, Inc. Architects & Engineers, dated February 1, 1966
- Atrium Addition drawings by Patio Enclosures, Inc, dated July 2, 1991
- Rear Addition drawings by Cedar Corporation, Architect, Engineers, Land Surveyors, Planners dated October 30, 1987
- Standpipe Fire protection drawings and Specifications by O'Donnell & Silberman Associates, Inc. dated July 31, 1985
- Heat Recovery System Drawings by OMNI dated January 23, 1989
- Rear Addition Remodel Drawings by OMNI dated November 11, 1988
- Roof Warranty Information

No other documents were available for review. The Documentation Request Form is provided in Appendix E.

### 2.7. PRE-SURVEY QUESTIONNAIRE

A Pre-Survey Questionnaire was sent to the POC prior to the site visit. The questionnaire is included in Appendix E. Information obtained from the questionnaire has been used in preparation of this PNA.

### 2.8. WEATHER CONDITIONS

Weather conditions at the time of the site visit were partly cloudy, with temperatures in the mid-teens (°F) and light winds. There was approximately 2 inches of snow on the ground.

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### 3. CODE INFORMATION, ACCESSIBILITY, AND MOLD

#### 3.1. CODE INFORMATION AND FLOOD ZONE

According to Cheryl Uthmeier of the Marshfield Building Department, there are no outstanding building code violations on file. The Building Department does not have an annual inspection program. They only inspect new construction, work that requires a building permit, and citizen complaints. A copy of the original Certificates of Occupancy was requested but was not available. The Certificate of Occupancy for the west storage and west unit expansion (rear of building) was provided, dated November 20, 1991.

According to Pete Fletty, of the Marshfield Fire Department, there are no outstanding fire code violations on file. The most recent inspection was conducted by the Fire Department on June 14, 2018. The Fire Department inspects the property on an annual basis.

According to the Flood Insurance Rate Map, published by the Federal Emergency Management Agency (FEMA) and dated February 17, 2010, the property is located in Zone X, defined as an area outside the 500-year flood plain with less than 0.2% annual probability of flooding. Annual Probability of Flooding of Less than one percent.

#### 3.2. ADA ACCESSIBILITY

Section 504 of the Rehabilitation Act of 1973 is a Federal accessibility law that was enacted on June 2, 1988. Section 504 applies to multifamily properties that have 15 or more units. The property must have a minimum of five percent mobility accessible units and two percent of the units for visual / audio hearing impairments. Exceptions can be considered due to undue financial burdens or structural restrictions. However, the exceptions do not relieve the recipients from compliance utilizing other units/buildings or other methods to achieve reasonable accommodations.

Reasonable Accommodations as described in 24 CFR 8.4(b)(i), 8.24 and 8.33 are described as follows: When a family member requires an accessible feature(s) or policy modification to accommodate a disability, property owners must provide such feature(s) or policy modification unless doing so would result in a fundamental alteration in the nature of its program or result in a financial and administrative burden.

The Uniform Federal Accessibility Standard (UFAS) 24 CFR part 40 was adopted by HUD and made effective October 4, 1984. The UFAS applies only to new construction or to alterations to the existing buildings. Alterations are defined as work that costs 50 percent or more of the building's value when the work performed occurs within a twelve month period. Apartments modified for mobility impaired residents are to comply with UFAS.

Generally, Title III of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of "areas of public accommodations" on the basis of disability. Generally, the rental office and access from the site to the rental office must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Buildings completed and occupied after January 26, 1992 are required to comply fully with ADAAG. Existing facilities constructed prior to this date are held to the lesser standard of complying to the extent allowed by structural feasibility and the financial resources available; otherwise a reasonable accommodation must be made.

During the PNA, observations and sample measurements for accessibility were conducted. The scope of the observations is set forth in the EMG Accessibility Checklist provided in Appendix D. It is understood by the Client that the observations described herein does not comprise an Accessibility Compliance Survey of every unit and only those units where access was provided by the client were reviewed. Only a representative sample of areas were observed and, other than as shown on the accessibility checklist, actual measurements were not taken to verify compliance.

The accessibility standards that apply to the Property are Section 504, UFAS and where applicable, the ADA for access to the rental office. However, as the property is not new construction, or completing substantial rehabilitation or other rehabilitation, the property is only required to complete reasonable accommodations. Property management stated that Section 504 requests are completed on an individual case-by-case basis. Based on EMG's observations and interview of the Property Manager, the property is generally non-compliant with Section 504. Presently, none of the units are defined as accessible for individuals with mobility impairments according to property management. There are no units at present which have visual / audio modifications, thus not meeting the two percent accessible requirements of Section 504.

Based on EMG's assessment, the property is not in general compliance with the requirements of Section 504 and the ADA.

The Community Development Authority owns and manages a second property, Cedar Rail Court also located in Marshfield, Wisconsin. Cedar Rail Court is located less than a mile away from the Parkview Apartments and has 10 units for individuals with mobility impairments according to property management and at least four units which have visual / audio modifications. As noted above, exceptions can be considered due to undue financial burdens or structural restrictions. Parkview Apartments appears to achieve compliance by utilizing this other buildings units to achieve reasonable accommodations. For additional details, refer to the separate report for Cedar Rail Court.

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In addition, although defined as accessible, non-compliant components and features were observed throughout the designated accessible units, accessible routes, general site, and common areas. Consideration should be given to correcting these features and components to comply 24 CFR 8.23 (b) *Other Alternations*. It is recommended that the owner modify their Barrier Removal Plan / Transition Plan to incorporate EMG's findings noted in the following categories.

### **Parking**

- Adequate number of designated parking stalls and signage for vans are not provided. Add one van space at front parking area.

Corrections of these conditions should be addressed from a liability standpoint but are not necessarily code violations. The UFAS and Americans with Disabilities Act Accessibility Guidelines concern civil rights issues as they pertain to the disabled and are not a construction code, although many local jurisdictions have adopted the Guidelines as such. The cost to address the achievable items noted above are detailed in the Replacement Reserves Report. Unless Life/Safety (Immediate Repair) is a concern, the accessible improvements are defined as short term improvements (Year 1).

### **3.3. MOLD**

As part of the PNA, EMG completed a limited, visual assessment for the presence of visible mold growth, conditions conducive to mold growth, or evidence of moisture in readily accessible areas of the property. EMG interviewed property personnel concerning any known or suspected mold contamination, water infiltration, or mildew-like odor problems.

This assessment does not constitute a comprehensive mold survey of the property. The reported observations and conclusions are based solely on interviews with property personnel and conditions observed in readily accessible areas of the property at the time of the assessment. Sampling was not conducted as part of the assessment.

EMG did not note any visual indications of the presence of visible mold growth, conditions conducive to mold growth, or evidence of moisture in any readily accessible areas of the property. No further action or investigation is recommended regarding mold at the property.

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## 4. EXISTING BUILDING EVALUATION

### 4.1. APARTMENT UNIT TYPES AND UNIT MIX

The appendices contain floor plan illustrations, which graphically represent the various unit types. The gross area measurements in the chart below are an approximation, are based on information provided by on-site personnel, and are not based on actual measurements. Due to the varying methods that could be utilized by others to derive square footage, the area calculations in the chart below do not warrant, represent, or guarantee the accuracy of the measurements.

Type of Unit	Gross SF / Net SF	First Floor	Second Floor	Third Floor	Fourth Floor	Fifth Floor	Sixth Floor	Total
2 BR Typical	878 SF / 733 SF	1						1
2 BR UFAS	878 SF / 733 SF	1						1
1 BR Typical B	503 SF / 478 SF	5						5
1 BR Typical A	503 SF / 478 SF		17	17	17	18	18	87
1 BR UFAS	503 SF / 478 SF		1	1	1			3
Totals		7	18	18	18	18	18	97

### 4.2. APARTMENT UNITS OBSERVED

Ten percent of the apartment units were observed in order to establish a representative sample and to gain a clear understanding of the property's overall condition. Other areas accessed included the exterior of the property, a representative sample of the roofs, and the interior common areas. The following apartments were observed.

Unit #	Floor	Type	Comments
601	6th	1 Bedroom/ 1 Bathroom	Vacant. Good condition.
608	6th	1 Bedroom/ 1 Bathroom	Vacant. Good condition.
518	5th	1 Bedroom/ 1 Bathroom	Vacant. Good condition.
515	5th	1 Bedroom/ 1 Bathroom	Vacant. Good condition.
502	5th	1 Bedroom/ 1 Bathroom	Vacant. Good condition. Smaller nine-inch tiles observed were losing their adhesion and appeared to contain asbestos
413	4th	1 Bedroom/ 1 Bathroom	Vacant. Good condition.
314	3rd	1 Bedroom/ 1 Bathroom	Vacant. Good condition.
311	3rd	1 Bedroom/ 1 Bathroom	Vacant. Good condition.
310	3rd	1 Bedroom/ 1 Bathroom	Vacant. Good condition.
302	3rd	1 Bedroom/ 1 Bathroom	Vacant. Good condition.

All areas of the property were available for observation during the site visit.

A "down unit" is a term used to describe a non-rentable apartment unit due to poor conditions such as fire damage, water damage, missing appliances, damaged floor, wall or ceiling surfaces, or other significant deficiencies. According to the POC, there are no down units.

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## 5. SITE IMPROVEMENTS

### 5.1. UTILITIES

The following table identifies the utility suppliers and the condition and adequacy of the services.

Site Utilities		
Utility	Supplier	Condition And Adequacy
Sanitary sewer	Marshfield Utilities	Good
Storm sewer	Marshfield Utilities	Good
Domestic water	Marshfield Utilities	Good
Electric service	Marshfield Utilities	Good
Natural gas service	WE Energy	Good

#### Actions/Comments:

- According to the POC, the utilities provided are adequate for the property. There are no unique, on-site utility systems such as septic systems, water or waste water treatment plants, or propane gas tanks. There is an emergency electrical generator.
- The sanitary sewer collection system has a history of occasional clogging. The system was installed in 1968, when the property was originally developed. Maintenance and repairs of the on-site sanitary sewer system are the responsibility of the property owner. The sanitary sewer collection system requires jetting of the lines or replacement.

### 5.2. PARKING, PAVING, AND SIDEWALKS

Item	Description
Main Ingress and Egress	South Walnut Avenue
Access from	East
Additional Entrances	South Spruce Avenue / West 6 <sup>th</sup> Street
Additional Access from	West / North

Paving And Flatwork			
Item	Material	Last Work Done	Condition
Entrance Driveway Apron	Concrete	10<Years	Fair
Parking Lot	Asphalt	10<Years	Fair
Drive Aisles	Asphalt	10<Years	Good
Service Aisles	None	--	--
Sidewalks	Cast In Place Concrete	10<Years	Good
Curbs	Cast in Place Concrete	10<Years	Good
Pedestrian Ramps	Cast in Place Concrete	10<Years	Good

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Parking Count				
Open Lot	Carport	Private Garage	Subterranean Garage	Freestanding Parking Structure
58	---	11	--	--
Number of ADA Compliant Spaces			2	
Number of ADA Compliant Spaces for Vans			0	
Total Parking Spaces			58	
Parking Ratio (Spaces/Apartments)			0.59	
Method of obtaining parking count			Physical count	

Exterior Stairs			
Location	Material	Handrails	Condition
None	--	--	--

### Anticipated Lifecycle Replacements:

- Asphalt seal coating
- Asphalt pavement
- Concrete pavement
- Sidewalks
- Pedestrian Ramps

### Actions/Comments:

- The asphalt pavement exhibits isolated areas of failure and deterioration, such as alligator cracking, transverse cracking, extensive raveling, and localized depressions throughout the site. The most severely damaged areas of paving must be cut and patched in order to maintain the integrity of the overall pavement system. A complete overlay of the entire lot is also recommended.
- The concrete pavement has isolated areas of cracks and concrete spalling at the driveway aprons. The damaged areas of concrete pavement require replacement.

## 5.3. DRAINAGE SYSTEMS AND EROSION CONTROL

Drainage System and Erosion Control		
System	Exists At Site	Condition
Surface Flow	<input checked="" type="checkbox"/>	Good
Inlets	<input checked="" type="checkbox"/>	Good
Swales	<input type="checkbox"/>	--
Detention pond	<input type="checkbox"/>	--
Lagoons	<input type="checkbox"/>	--
Ponds	<input type="checkbox"/>	--
Underground Piping	<input checked="" type="checkbox"/>	Good

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Drainage System and Erosion Control		
System	Exists At Site	Condition
Pits	<input type="checkbox"/>	--
Municipal System	<input checked="" type="checkbox"/>	Good
Dry Well	<input type="checkbox"/>	--

### Anticipated Lifecycle Replacements:

- No components of significance

### Actions/Comments:

- There is no evidence of storm water runoff from adjacent properties. The storm water system appears to provide adequate runoff capacity. There is no evidence of major ponding or erosion.

## 5.4. TOPOGRAPHY AND LANDSCAPING

Item	Description						
Site Topography	Slopes gently down from the west side of the property to the east property line.						
Landscaping	Trees	Grass	Flower Beds	Planters	Drought Tolerant Plants	Decorative Stone	None
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Irrigation	Automatic Underground		Drip		Hand Watering		None
	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>

Retaining Walls		
Type	Location	Condition
Stone Masonry	Northeast area of landscaping	Fair
Stone Masonry	South Walnut Avenue behind 11 Car Garage	Good

Surrounding properties include a church and residential developments.

### Anticipated Lifecycle Replacements:

- Irrigation system components
- Landscaping materials
- Stone retaining walls

### Actions/Comments:

- The topography and adjacent uses do not appear to present conditions detrimental to the property. There are no significant areas of erosion.

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## 5.5. GENERAL SITE IMPROVEMENTS

Property Signage	
Property Signage	Monument Sign
Street Address Displayed?	Yes

Site and Building Lighting					
Site Lighting	None	Pole Mounted	Bollard Lights	Ground Mounted	Parking Lot Pole Type
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Building Lighting	None		Wall Mounted	Recessed Soffit	
	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Site Fencing		
Type	Location	Condition
None	--	--

Refuse Disposal				
Refuse Disposal	Common Area Dumpsters			
Dumpster Locations	Mounting	Enclosure	Contracted?	Condition
Rear of Building	Concrete Pad	None; located in building recess	Yes	Good

Other Site Amenities			
	Description	Location	Condition
Playground Equipment	None	--	--
Tennis Courts	None	--	--
Basketball Court	None	--	--
Swimming Pool	None	--	--

### Anticipated Lifecycle Replacements:

- Signage
- Exterior lighting
- Outdoor fountain pump

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### ***Actions/Comments:***

- No significant repair actions or short-term replacement costs are required. Routine and periodic maintenance is recommended.

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## 6. BUILDING ARCHITECTURAL AND STRUCTURAL SYSTEMS

### 6.1. FOUNDATIONS

Building Foundation		
Item	Description	Condition
Floor	Concrete Slab on grade	Good
Footings	Concrete perimeter footings	Good
Basement and Crawl Space	None	--

#### *Anticipated Lifecycle Replacements:*

- No components of significance

#### *Actions/Comments:*

- The superstructure is concealed. Walls and floors appear to be plumb, level, and stable. There are no significant signs of deflection or movement.

### 6.2. SUPERSTRUCTURE

Building Superstructure		
Item	Description	Condition
Framing	Concrete Columns	Good
Upper Floors	Concrete panels	Good
Roof Structure	Concrete	Good
Roof Sheathing	Roof Decks Topped with Concrete	Good

#### *Anticipated Lifecycle Replacements:*

- No components of significance

#### *Actions/Comments:*

- The superstructure is exposed in some locations, which allows for limited observation. Walls and floors appear to be plumb, level, and stable. There are no significant signs of deflection or movement.

### 6.3. ROOFING

Primary Roof			
Type	Flat	Finish	Single-ply membrane
Maintenance	Outside Contractor	Roof Age	18 Yrs

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Primary Roof			
Flashing	Sheet metal	Warranties	20 Year
Parapet and Copings	None	Roof Drains	Internal drains
Fascia	None	Insulation	Rigid Board
Soffits	None	Skylights	No
Attics	Pre-cast floor slabs	Ponding	Yes
Ventilation Source-1	Power Vents	Leaks Observed	No
Ventilation Source-2	--	Roof Condition	Fair

The primary roof was observed at roof level.

Secondary Roof At Entrance Canopy And Rear Addition			
Type	Flat	Finish	Rubber membrane with stone ballast
Maintenance	Outside Contractor	Roof Age	18 Yrs
Flashing	Sheet metal	Warranties	20 Year
Parapet and Copings	None	Roof Drains	Internal drains
Fascia	None	Insulation	Rigid Board
Soffits	Concealed Soffits	Skylights	No
Attics	Concrete-topped steel decks	Ponding	No
Ventilation Source-1	Power Vents	Leaks Observed	No
Ventilation Source-2	--	Roof Condition	Fair

The secondary roof was observed from the primary roof looking downwards.

### Anticipated Lifecycle Replacements:

- Single ply roof membrane
- Roof flashings (Included as part of overall membrane replacement)

### Actions/Comments:

- The roof finishes were reportedly installed in 2001. The roofs are covered by a 20-year warranty. A copy of the warranty was requested but was not available. The roofs are maintained by an outside contractor.
- According to the POC, there are no active roof leaks. There is no evidence of active roof leaks.
- There is no evidence of roof deck or insulation deterioration. The roof substrate and insulation should be inspected during any future roof repair or replacement work.
- During severe wind storms, roofing aggregate (ballast) may become wind-borne and may harm nearby persons or may damage surrounding properties or building or site elements of the subject property. National, regional, and local building codes vary widely in the treatment of this issue and should be consulted during any future roofing repairs or replacements.

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- Roof drainage appears to be inadequate. Isolated areas of ponding is evident at some drain locations. The low spots in the roof must be resloped with a topping compound to promote adequate drainage to existing drainage devices. This work can be performed in conjunction with the roof finish replacement work noted elsewhere.

### 6.4. EXTERIOR WALLS

Building Exterior Walls		
Type	Location	Condition
Primary Finish	Brick Veneer	Good
Accented With	None	--
Soffits	Not Applicable	--

Building sealants (caulking) are located between dissimilar materials, at joints, and around window and door openings.

#### **Anticipated Lifecycle Replacements:**

- Masonry re-pointing

#### **Actions/Comments:**

- No significant repair actions or short term replacement costs are required. Routine and periodic maintenance, including patching repairs, graffiti removal, and recaulking, is recommended.

### 6.5. EXTERIOR AND INTERIOR STAIRS

Building Exterior and Interior Stairs					
Type	Description	Riser	Handrail	Balusters	Condition
Building Exterior Stairs	None	None	None	None	NA
Building Interior Stairs	Concrete stairs	Close	Metal	None	Good

#### **Anticipated Lifecycle Replacements:**

- No components of significance

#### **Actions/Comments:**

- No significant repair actions or short-term replacement costs are required. Routine and periodic maintenance is recommended.

### 6.6. WINDOWS AND DOORS

Building Windows				
Window Framing	Glazing	Location	Window Screen	Condition
Vinyl Framed Casement	Double Pane	Entire building except atrium	<input checked="" type="checkbox"/>	Fair
Aluminum-framed units with fixed panes	Double Pane	Atrium	<input type="checkbox"/>	Fair

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Building Doors						
Apartment Doors	Door Type			Condition		
	Solid Core Wood			Good		
	Cylindrical Lockset	Handle	Security Chain	Deadbolts	Spy-Eyes	Door Knockers
	Yes	Lever	No	Keyed	No	No
Apartment Screen Doors	Door Type			Condition		
	None			NA		
Apartment Patio Door	None			NA		
Service Door	Metal Door With Vision Glass			Fair		
Main building Entrance Door	Store front			Fair		

### Anticipated Lifecycle Replacements:

- Windows
- Storefront glazing
- Exterior metal doors
- Apartment entrance doors
- Overhead door

### Actions/Comments:

- No significant repair actions or short term replacement costs are required. Routine and periodic maintenance is recommended.

## 6.7. PATIO, TERRACE, AND BALCONY

Not applicable. There are no patios, terraces, or balconies.

## 6.8. COMMON AREAS AND INTERIOR FINISHES

Common areas include a lobby, management office, an atrium lounge, community/dining room, sitting rooms, library, an exercise room, hair salon, convenience store, laundry rooms, common area restrooms, and a commercial kitchen.

Common area furnishings include sofas, chairs, tables, a television, and wall decorations. The common area kitchen is equipped with commercial kitchen equipment.

Apartment unit entrances are accessed from corridors beyond the lobby and from corridors on each floor.

Two common area restrooms are located adjacent to the lobby.

Building Common Area Laundry					
	Laundry Room-1	Laundry Room-2	Laundry Room-3	Laundry Room-5	Laundry Room-5
Laundry Room Location	2 <sup>nd</sup> Floor	3 <sup>rd</sup> Floor	4 <sup>th</sup> Floor	5 <sup>th</sup> Floor	6 <sup>th</sup> Floor
Property owned / leaded	Owned	Owned	Owned	Owned	Owned
No. of Top Load Washers	0	0	0	0	0
No. of Front Load Washers	1	1	1	1	1

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Building Common Area Laundry					
	Laundry Room-1	Laundry Room-2	Laundry Room-3	Laundry Room-5	Laundry Room-5
Total Washers Per Location	1	1	1	1	1
Washer Manufacturer	Maytag	Maytag	Maytag	Maytag	Maytag
Clothes Dryer Type	Electric	Electric	Electric	Electric	Electric
No. of Dryers	1	1	1	1	1
Dryer Input Heat Capacity	5,600 Watts	5,600 Watts	5,600 Watts	5,600 Watts	5,600 Watts
Dryer Manufacturer	Maytag	Maytag	Maytag	Maytag	Maytag

The following table identifies the interior common areas and generally describes the finishes in each common area.

Common Area	Floors	Walls	Ceilings
Lobby	Carpet	Painted Drywall	Hard Tile Ceiling
Management Office	Carpet	Painted Drywall	Suspended T-bar (Acoustic)
Atrium Lounge	Carpet	Atrium glazing	Atrium glazing
Community/Dining Room	Vinyl Tile	Painted Drywall	Suspended T-bar (Acoustic)
Sitting Rooms, Library, Exercise Room	Carpet	Vinyl Wallcovering	Textured Spray Coating
Pool Room	Carpet	Vinyl Wallcovering	Suspended T-bar (Acoustic)
Hair Salon	Vinyl Tile	Painted Drywall	Suspended T-bar (Acoustic)
Convenience Store	Vinyl Tile	Painted Drywall	Suspended T-bar (Acoustic)
Hallways	Carpet	Painted Drywall	Suspended T-bar (Acoustic)
Laundry Rooms	Vinyl Tile	Painted CMU	Textured Spray Coating
Common Area Restroom	Ceramic Tile	Painted Drywall	Textured Spray Coating
Common Area Kitchen	Vinyl Tile	Painted Drywall	Suspended T-bar (Acoustic)

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Common Area	Floors	Walls	Ceilings
Overall General Condition	Fair	Fair	Fair

### *Anticipated Lifecycle Replacements:*

- Carpet
- Vinyl tile
- Ceramic tile
- Interior paint
- Vinyl wall covering
- Suspended acoustic ceiling tile
- Interior doors
- Common area commercial kitchen appliances
- Common area commercial kitchen cabinets and countertops
- Laundry room washers
- Laundry room dryers

### *Actions/Comments:*

- It appears that the interior finishes in the common areas have not been renovated within the last 10 years
- No significant repair actions or short-term replacement costs are required. Routine and periodic maintenance is recommended.
- The washers and dryers are owned and maintained by the property owner. The laundry sinks are functioning adequately.

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## 7. BUILDING MECHANICAL AND ELECTRICAL SYSTEMS

### 7.1. BUILDING HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

Building Central Heating System	
Primary Heating System Type	Heat Recovery System
Quantity	1
Heating Fuel	Natural Gas
Heating System Input Capacity (btuh)	300,000
Manufactured Rated Efficiency	70%
Location of Equipment	Roof
Space Served by System	Common Areas
Age	30
Heating Plant Condition	Fair

Building Central Cooling System	
Primary Cooling System Type	Split Systems
Quantity	3
Refrigerant	R-410A
Cooling System Capacity (Tons)	5.0Ton (2x), 2.0Ton (1X)
Cooling Tower Size	None
Manufactured Rated Efficiency	13 SEER
Location of Equipment	Pad mounted at grade level
Space Served by System	Common Areas
Age	11 & 13
Cooling Plant Condition	Fair

Distribution System	
Hot/chilled Water Distribution System	N/A
Hot Water Circulation Pump Size and Qty.	N/A
Chilled Water Circulation Pump Size and Qty	N/A
Air Distribution System	Constant Volume System
Air Handling Unit Location	Heat Recovery System on Roof
Air Handling Unit- Serving	Common Areas
Location Fan Coil Unit (s)	None
Spaces Served by Fan Coil Unit (s)	N/A
Common Area Temperature Control	Programmable
Building Ventilation	Central AHU, With Fresh Air Intake
Distribution System Condition	Fair

Air distribution is provided to supply air registers by ducts concealed above the ceilings. The heating and cooling system are controlled by local thermostats.

The stair wells, bathrooms, and other areas are ventilated by mechanical exhaust fans as part of the heat recovery system.

The central HVAC system distributes heated and cooled air through ducts to variable air volume (VAV) terminals concealed above the ceilings in each tenant unit. The heating and cooling system are controlled by local thermostats.

The maintenance garage and storage rooms are heated by gas-fired space heaters, which are suspended from the ceiling in the maintenance garage and located in the walls in the storage rooms. The units are individually controlled by integral thermostats.

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### Anticipated Lifecycle Replacements:

- Heat recovery system
- Split system condensing units
- Gas wall and overhead heaters

### Actions/Comments:

- The HVAC systems are maintained by an outside contractor. Records of the installation, maintenance, upgrades, and replacement of the HVAC equipment at the property have been maintained since the property was first occupied.
- The HVAC equipment appears to have been installed in 1989. HVAC equipment is replaced on an "as needed" basis.
- The HVAC equipment appears to be functioning adequately overall. The engineering staff were interviewed about the historical and recent performance of the equipment and systems. No chronic problems were reported and an overall sense of satisfaction with the systems was conveyed. However, due to the inevitable failure of parts and components over time, some of the equipment will require replacement.

## 7.2. BUILDING PLUMBING

Building Plumbing System		
Type	Description	Condition
Water Supply Piping	Copper	Fair
Waste/Sewer Piping	Cast Iron Pipe	Fair
Vent Piping	Cast Iron Pipe	Fair
Water Meter Location	Mechanical Room	

Domestic Water Heaters or Boilers	
Component(s)	Water Heater
Fuel	Natural Gas
Storage Capacity	119 gal
Input Capacity	199,000 Btuh
Supplementary Storage Tanks?	No
Storage Tank Volume	N/A
Quantity of Storage Tanks	N/A
Boiler or Water Heater Condition:	Fair
Domestic Hot Water Circulation Pump/s (HP)	3.0hp (1X)
Pressure and Flow of Hot Water	Adequate
Domestic Water Booster Pumps (hp)	N/A
Pressure and Flow of City Water	Adequate

Common Area Plumbing Fixtures	
Water Closets	Commercial Grade
Water Closets Rating	1.5 GPF
Common Area Faucet , GPM	1.5 GPM

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Common Area Plumbing Fixtures	
Condition	Fair

### **Anticipated Lifecycle Replacements:**

- Waste/sanitary distribution piping
- Circulation pumps
- Water heaters
- Toilets
- Urinals
- Sinks

### **Actions/Comments:**

- The plumbing infrastructure is original to the 1968 construction of the property. Although there have been no reported chronic problems to date, the plumbing systems may begin to leak and fail due to the age of the piping. A budget for required repairs or replacements is included.
- The facility has a commercial kitchen on-site but no associated grease trap was observed or reported. The installation of a grease trap is highly recommended.

## 7.3. BUILDING GAS DISTRIBUTION

Gas service is supplied from the gas main on the adjacent public street. The gas meters and regulators are located along the exterior walls of the buildings. The gas distribution piping within the building is malleable steel (black iron).

### **Anticipated Lifecycle Replacements:**

- No components of significance

### **Actions/Comments:**

- The pressure and quantity of gas appear to be adequate.
- The gas meters and regulators appear to be functioning adequately and will require routine maintenance.
- Only limited observation of the gas distribution piping can be made due to hidden conditions.

## 7.4. BUILDING ELECTRICAL

Building Electrical Systems			
Electrical lines run	Underground	Transformer	Pad-mounted
Service size (Amps)	5000 Amps	Volts	120/208 Volt, three-phase
Meter and panel location	On each floor and electrical room	Branch wiring	Copper
Conduit	Metallic	Circuit Breaker Panel	Located throughout the building
Number of Buildings	Single	Building Intercom System	Yes
Distribution Condition	Fair		
Panel and Transformer Condition	Fair		

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Building Electrical Systems			
Lighting Condition	Fair		

Building Emergency System			
Size (kVA or kW)	67kVA	Fuel	Natural Gas
Generator Serves	460 Amps	Tank location	N/A
Testing frequency	Bi-Weekly	Tank type	None
Generator Condition	Fair		

### Anticipated Lifecycle Replacements:

- Circuit breaker panels
- Switchboards
- Interior light fixtures
- Distribution wiring
- Emergency generator
- Automatic transfer switches - ATS
- Ceiling fans
- Intercom system

### Actions/Comments:

- The on-site electrical systems up to the meters are owned and maintained by the respective utility company.
- The electrical service and capacity appear to be adequate for the property's demands.
- The vast majority of electrical components within the building, including the circuit breaker panels, switchboards, and wiring, are original to the 1968 construction. A full modernization/upgrade is recommended to the aging interior electrical infrastructure. In addition to the component-by-component replacements listed above, an additional overall budgetary allowance is included to account for some corresponding wiring and sub-feed replacements and upgrades.

## 7.5. BUILDING ELEVATORS AND CONVEYING SYSTEMS

	Elevator-1	Elevator-2
Building Name	Parkview Apartments	Parkview Apartments
Elevator Category	Passenger	Passenger
Elevator Type	Hydraulic	Hydraulic
Elevator Capacity	3500 Lbs	Lbs
Elevator Manufacturer	Otis	Otis
Equipment Location	1 <sup>st</sup> Floor	1 <sup>st</sup> Floor
Elevator Safety Stop	electronic	electronic
Elevator Emergency Communication	Yes	Yes

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	Elevator-1	Elevator-2
Elevator Cab Floor	carpeted	carpeted
Elevator Cab Wall	plastic-laminated wood	plastic-laminated wood
Elevator Cabin Lighting	F42T8	F42T8
Machinery Condition	Fair	Fair
Controls Condition	Fair	Fair
Cab Finish Condition	Fair	Fair

### Anticipated Lifecycle Replacements:

- Elevator controls
- Hydraulic
- Elevator cab finishes

### Actions/Comments:

- The elevators are serviced by Otis on a routine basis. The elevator machinery and controls appear to be more than 20 years old.
- The elevators appear to provide adequate service. The elevators are serviced by Otis on a routine basis. The elevator machinery and controls appear to be more than 20 years old. The elevators are utilizing outdated controls and equipment. Full modernization is recommended. A budgetary cost for this work is included.
- The elevators are inspected on an annual basis by the municipality, and a certificate of inspection is on file in the management office.
- The emergency communication equipment in the elevator cabs appears to be functional. Equipment testing is not within the scope of the work.

## 7.6. FIRE PROTECTION SYSTEMS

Item	Description					
Type	None					
Fire Alarm System	None	<input type="checkbox"/>	Battery Operated Smoke Detectors	<input type="checkbox"/>	Strobe Light Alarms	<input checked="" type="checkbox"/>
	Central Alarm Panel	<input checked="" type="checkbox"/>	Hard-wired Smoke Detectors	<input type="checkbox"/>	Illuminated EXIT Signs	<input checked="" type="checkbox"/>
	Battery backup Light Fixtures	<input type="checkbox"/>	Hard-wired Smoke Detectors/ with battery Backup	<input checked="" type="checkbox"/>	Annunciator Panels	<input checked="" type="checkbox"/>
Sprinkler System	None	<input checked="" type="checkbox"/>	Standpipes	<input checked="" type="checkbox"/>	Flow Switches	<input type="checkbox"/>
	Pull Station	<input checked="" type="checkbox"/>	Fire Pumps	<input type="checkbox"/>	Siamese Connections	<input type="checkbox"/>
	Alarm horns	<input checked="" type="checkbox"/>	Backflow Preventer	<input type="checkbox"/>	Hose Cabinets	<input type="checkbox"/>
Central Alarm Panel System	Location of Alarm Panel			Age of Alarm panel		
	Mechanical Room			19		
Fire Extinguishers	Last Service Date			Estimated Quantity		
	November 2018			12		
Hydrant Location	Perimeter public streets					

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Item	Description			
Type	None			
Siamese Location	None			
Special Systems	Kitchen Suppression System	<input checked="" type="checkbox"/>	Computer Rm. Suppression System	<input type="checkbox"/>

### ***Anticipated Lifecycle Replacements:***

- Central alarm panel
- Kitchen suppression system

### ***Actions/Comments:***

- No significant repair actions or short-term replacement costs are required. Routine and periodic maintenance is recommended.

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## 8. DWELLING UNITS

### 8.1. INTERIOR FINISHES

The following table generally describes the interior finishes in the apartment units:

Typical Apartment Finishes			
Room	Floor	Walls	Ceiling
Living room	Vinyl Tile	Painted Drywall	Textured Spray Coating
Kitchen	Sheet Vinyl	Painted Drywall	Textured Spray Coating
Bedroom	Vinyl Tile	Painted Drywall	Textured Spray Coating
Bathroom	Ceramic tile	Ceramic tile shower surround	Textured Spray Coating
Stairwell	Carpet	Painted CMU	Textured Spray Coating
Hallways	Carpet	Painted Drywall	Textured Spray Coating
Overall General Condition	Fair	Fair	Fair

Apartment Interior Doors		
Item	Type	Condition
Interior Doors	Hollow Core Wooden	Good
Door Framing	Metal	Good
Closet Doors-Type1	Sliding Stained Hollow Core	Good

#### **Anticipated Lifecycle Replacements:**

- Vinyl tile
- Sheet vinyl
- Ceramic tile
- Interior paint
- Interior doors
- Closet doors

#### **Actions/Comments:**

- The interior finishes in the apartment units will require regular lifecycle replacements per the above list, typically performed upon unit turnover.

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### 8.2. DWELLING APPLIANCES

Each apartment unit kitchen typically includes the following appliances:

Apartment Kitchen Appliances				
Item	Type			Condition
Refrigerator	Frost-free	--	18 Cuft	Fair
Cooking Range	Electric			Fair
Range Hood	Ductless			Fair
Dishwasher	Not provided			NA
Food Disposer	Not provided			NA
Kitchen Cabinet	Stained Wood			Good
Kitchen Countertop	Plastic laminated wood			Fair
Apartment Laundry	Property Management Provided in Laundry Rooms			

#### Anticipated Lifecycle Replacements:

- Refrigerators
- Ranges
- Range hoods
- Kitchen cabinets
- Kitchen countertops

#### Actions/Comments:

- The vast majority of the kitchen appliances have been recently replaced. Apartment appliances are replaced on an "as needed" basis.
- No significant repair actions or short-term replacement costs are required beyond the anticipated lifecycle replacements listed above. Routine and periodic maintenance is recommended.

### 8.3. HVAC

Apartment Heating System						
Primary Heating System Type	Electric baseboard Heating					
Heating Fuel	Electric					
Heating System Types	0-Bed	1-Bed	2-Bed	3-Bed	4-bed	5-Bed
Input Capacity	--	2000 Watts	2000 watts	--	--	--
Manufactured Rated Efficiency	--	100%	100%	--	--	--
Age	--	--	--	--	--	--
Heating Plant Condition	--	Fair	Fair	--	--	--

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Apartment Cooling System						
Primary Cooling System Type	None - Tenant Provided Cooling					
Cooling System Types	0-Bed	1-Bed	2-Bed	3-Bed	4-bed	5-Bed
Cooling Capacity	--	--	--	--	--	--
Manufactured Rated Efficiency	--	--	--	--	--	--
Refrigerant	None	None	None	None	None	None
Age	--	--	--	--	--	--
Cooling Plant Condition	--	--	--	--	--	--

Distribution System	
Fan Coil System	No
Location of Fan Coil System	N/A
Ductwork	No
Common Area Temperature Control:	Non-Programmable
Bathroom Exhaust Fan	Yes

Air distribution is provided to supply air registers by ducts concealed above the ceilings. Return air grilles are located adjacent to the fan coil units. The heating and cooling system are controlled by local thermostats.

Natural ventilation is provided by operable windows. Mechanical ventilation is provided in the bathrooms by ceiling exhaust fans.

### Anticipated Lifecycle Replacements:

- Baseboard heaters
- Heat lamps
- Exhaust fans

### Actions/Comments:

- The HVAC systems are maintained by the in-house maintenance staff. Records of the installation, maintenance, upgrades, and replacement of the HVAC equipment at the property have been maintained since the property was first occupied.
- The HVAC equipment varies in age.
- The HVAC equipment appears to be functioning adequately overall. The engineering staff were interviewed about the historical and recent performance of the equipment and systems. No chronic problems were reported and an overall sense of satisfaction with the systems was conveyed. However, due to the inevitable failure of parts and components over time, some of the equipment will require replacement.

## 8.4. PLUMBING

Apartment Plumbing Fixtures		
Item	Type	Condition
Bath Tub	None	NA
Tub/Shower Surround	Ceramic Tile Surround	Good
Tub/Shower Surround	Fiberglass Shower Pan	Fair
Water Closet (GPF)	1.6 GPF	Fair
Bathroom Faucet (GPM)	1.0 GPM	Good

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Apartment Plumbing Fixtures		
Item	Type	Condition
Shower head (GPM)	1.5 GPM	Good
Kitchen Faucet (GPM)	1.0 GPM	Good
Bathroom kitchen counter Cabinet	Wooden	Fair

Domestic Water Heater	
Domestic Water Heater	Central System
Water Heater Volume	--
Input Capacity	--
Water Heater Location	Maintenance Shop
Set point Temperature	--
DWH Condition	--

Domestic hot water is supplied by the central system described in Section 7.2

### *Anticipated Lifecycle Replacements:*

- Tubs and shower surrounds
- Toilets
- Vanities

### *Actions/Comments:*

- The pressure and quantity of hot water appear to be adequate, and the water pressure appears to be sufficient in the apartment units. No significant repair actions or short term replacement costs are required. Routine and periodic maintenance is recommended.

## 8.5. ELECTRICAL

The electrical service to each apartment unit is 100 amps. A circuit breaker panel inside each unit supplies the HVAC system, appliances, receptacles and light fixtures.

Apartment Electrical Service	
Electric Service Rating to Each Apt.	100 Amps
Circuit Breaker Panel in Each Apt.	<input checked="" type="checkbox"/>
GFCI Plug in Kitchen	<input checked="" type="checkbox"/>
GFCI Plug in Bathrooms	<input checked="" type="checkbox"/>

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The apartment units have incandescent and fluorescent light fixtures. Each apartment unit has at least one cable television outlet and telephone jack. The table below provides the typical light fixtures observed in the apartments.

Apartment Lighting Fixtures		
Location	Typical Lamp Type	ECM
Living Room	LED	<input type="checkbox"/>
Kitchen	T8 - Linear Fluorescent	<input type="checkbox"/>
Bedrooms	Compact Fluorescent Lamps (Cfls)	<input type="checkbox"/>
Hallways	LED	<input type="checkbox"/>
Bathrooms	Compact Fluorescent Lamps (Cfls)	<input type="checkbox"/>
Entry and Patio	NA	<input type="checkbox"/>

### **Anticipated Lifecycle Replacements:**

- Circuit breaker panels
- Interior unit light fixtures
- Ceiling fans

### **Actions/Comments:**

- The unit circuit breaker panels are mostly original 1968 components. The electrical service is reportedly adequate for the facility's needs. However, due to the age of the panels and increasing difficulty of obtaining replacement parts over time, lifecycle replacements are recommended per above.
- The vast majority of electrical components within the units, including the circuit breaker panels, outlets, and wiring, are original to the 1968 construction. An upgrade is recommended to the aging interior electrical infrastructure as described and included in Section 7.4.
- The current electrical system at the Project Site is adequately configured with regard to "provided" versus "demanded" electrical capacity for each apartment unit.

## 8.6. FURNITURE, FIXTURES AND EQUIPMENT (FF&E)

Not applicable. There are no furnished apartments.

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## 9. OTHER STRUCTURES

The 11 car garage building is a conventional masonry structure and has a shed roof. The garage is finished with materials similar to the apartment buildings. See Section 6 for structural and exterior cladding descriptions. The garage roof is finished with a metal roof. Each garage is accessed by an overhead steel door which is equipped with an automatic opener.

The prefabricated arbor is located on the west side of the property. The gazebo is constructed of vinyl PVC material.

### ***Anticipated Lifecycle Replacements:***

- Garage roof
- Garage overhead doors
- Garage masonry re-pointing
- Prefabricated arbor

### ***Actions/Comments:***

- No significant repair actions or short-term replacement costs are required. In addition to the lifecycle replacements recommended above, routine and periodic maintenance is recommended.

## 10. APPENDICES

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APPENDIX A: PHOTOGRAPHIC RECORD

APPENDIX B: SITE PLAN

APPENDIX C: SUPPORTING DOCUMENTATION

APPENDIX D: EMG ACCESSIBILITY CHECKLIST

APPENDIX E: PRE-SURVEY QUESTIONNAIRE

APPENDIX F: ACRONYMS

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**APPENDIX A:**  
**PHOTOGRAPHIC RECORD**

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#1

FRONT ELEVATION



#2

FRONT ELEVATION



#3

LEFT ELEVATION



#4

RIGHT ELEVATION



#5

REAR ELEVATION



#6

FOLLOW UP  
RECOMMENDATION: ASBESTOS  
TILE STUDY



#7

PARKING LOT



#8

ADA, PARKING, DESIGNATED  
STALL WITH PAVEMENT  
MARKINGS AND SIGNAGE (VAN)  
REQUIRED



#9

PEDESTRIAN PAVEMENT,  
SIDEWALK



#10

EXTERIOR CONCRETE RAMP



#11

CONCRETE PAVEMENT AT  
APRONS



#12

LANDSCAPING



#13 POLE LIGHT



#14 SITE FOUNTAIN



#15 MONUMENT SIGN



#16 FRONT ENTRANCE



#17 ROOF, SINGLE-PLY EPDM MEMBRANE



#18 ROOF, SINGLE-PLY EPDM MEMBRANE



#19

ROOF, SINGLE-PLY EPDM  
MEMBRANE WITH BALLAST

#20

ROOF, SINGLE-PLY EPDM  
MEMBRANE WITH BALLAST

#21

ROOF, SINGLE-PLY EPDM  
MEMBRANE WITH BALLAST

#22

ROOF AT 11 CAR GARAGE



#23

WINDOW, VINYL-CLAD DOUBLE-  
GLAZED

#24

WINDOW, VINYL-CLAD DOUBLE-  
GLAZED



#25 ATRIUM GLAZING



#26 OVERHEAD DOOR



#27 APARTMENT ENTRANCE DOOR,  
WOOD SOLID-CORE



#28 INTERIOR FLOOR FINISH,  
CARPET STANDARD-  
COMMERCIAL MEDIUM-TRAFFIC



#29 INTERIOR FLOOR FINISH,  
CARPET STANDARD-  
COMMERCIAL MEDIUM-TRAFFIC



#30 INTERIOR FLOOR FINISH, VINYL  
TILE (VCT)



#31 INTERIOR CEILING FINISH



#32 INTERIOR WALL FINISH, VINYL



#33 INTERIOR WALL FINISH, VINYL



#34 INTERIOR STAIRWELL FINISHES



#35 INTERIOR DOOR, WOOD HOLLOW-CORE



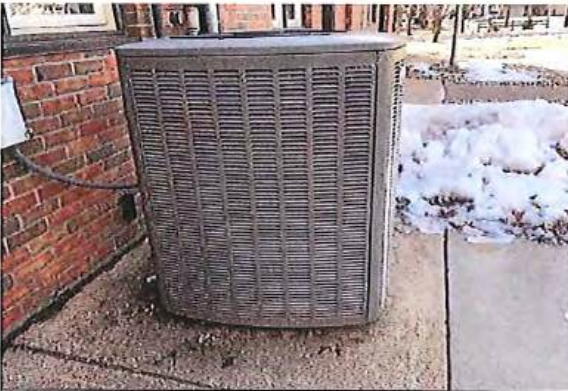
#36 TOILET PARTITIONS, METAL OVERHEAD-BRACED



#43 ENERGY/HEAT RECOVERY UNIT,  
OUTDOORS



#44 RTU, GAS FOR HEAT RECOVERY  
SYSTEM



#45 CONDENSING UNIT



#46 UNIT HEATER, ELECTRIC



#47 WATER HEATER, GAS,  
COMMERCIAL



#48 EXPANSION TANK



#37 COMMERCIAL LAUNDRY, DRYER



#38 COMMERCIAL LAUNDRY, WASHER



#39 COMMERCIAL KITCHEN, REFRIGERATOR, 2-DOOR REACH-IN



#40 COMMERCIAL KITCHEN, FREEZER, 2-DOOR REACH-IN



#41 COMMERCIAL KITCHEN, RANGE/OVEN, 8-BURNER



#42 COMMERCIAL KITCHEN, EXHAUST HOOD



#49 COMMON AREA TOILET



#50 COMMON AREA LAVATORY



#51 GENERATOR



#52 TRANSFER SWITCH, AUTOMATIC (ATS)



#53 SWITCHBOARD



#54 FLUORESCENT LIGHTING FIXTURE



#55

CEILING FAN IN COMMON  
AREAS

#56

LIGHTING SYSTEM, INTERIOR,  
MULTI-FAMILY

#57

ELEVATOR CAB FINISHES



#58

ELEVATOR, HYDRAULIC



#59

FIRE ALARM CONTROL PANEL



#60

EMERGENCY LIGHTING PACK



#61 FIRE ALARM



#62 INTERIOR FLOOR FINISH,  
CERAMIC TILE



#63 CERAMIC TILE WALLS



#64 INTERIOR FLOOR FINISH, VINYL  
SHEETING



#65 INTERIOR CEILING FINISH,  
TEXTURED SPRAY COATING



#66 INTERIOR WALL FINISH



#67 INTERIOR DOOR, WOOD  
HOLLOW-CORE



#68 INTERIOR CLOSET DOOR, WOOD  
HOLLOW-CORE SLIDING



#69 KITCHEN CABINET, BASE AND  
WALL SECTION, WOOD,  
REPLACE



#70 RESIDENTIAL APPLIANCES,  
RANGE, ELECTRIC



#71 RESIDENTIAL APPLIANCES,  
RANGE HOOD



#72 RESIDENTIAL APPLIANCES,  
REFRIGERATOR



#73 BASEBOARD HEATER, ELECTRIC



#74 HEAT LAMP



#75 CIRCUIT BREAKER PANEL



#76 RESIDENTIAL FIXTURES,  
CEILING FAN,



#77 FLUORESCENT LIGHTING  
FIXTURE



#78 LED LIGHTING FIXTURE



#79 PREFABRICATED ARBOR



#80 11 CAR GARAGE



#81 LOBBY



#82 VESTIBULE



#83 ATRIUM



#84 HALLWAY



#85 CONVENIENCE STORE



#86 OFFICE



#87 SITTING ROOM (8 TOTAL)



#88 COMMERCIAL KITCHEN



#89 DINING ROOM



#90 LAUNDRY ROOM



#91

EXERCISE ROOM



#92

HAIR SALON

PHYSICAL NEEDS ASSESSMENT

PARKVIEW APARTMENTS  
606 SOUTH WALNUT STREET  
MARSHFIELD, WISCONSIN 54449

EMG PROJECT NO: 135929.18R000-001.052

---

**APPENDIX B:**  
**SITE PLAN**

---

# Site Plan



Project Name:

Parkview Apartments

Project Number:

135929.18R000-001.052

Source:

Google

On-Site Date:

January 9, 2019

PHYSICAL NEEDS ASSESSMENT

PARKVIEW APARTMENTS  
606 SOUTH WALNUT STREET  
MARSHFIELD, WISCONSIN 54449

EMG PROJECT NO: 135929.18R000-001.052

---

**APPENDIX C:**  
**SUPPORTING DOCUMENTATION**

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# Flood Map

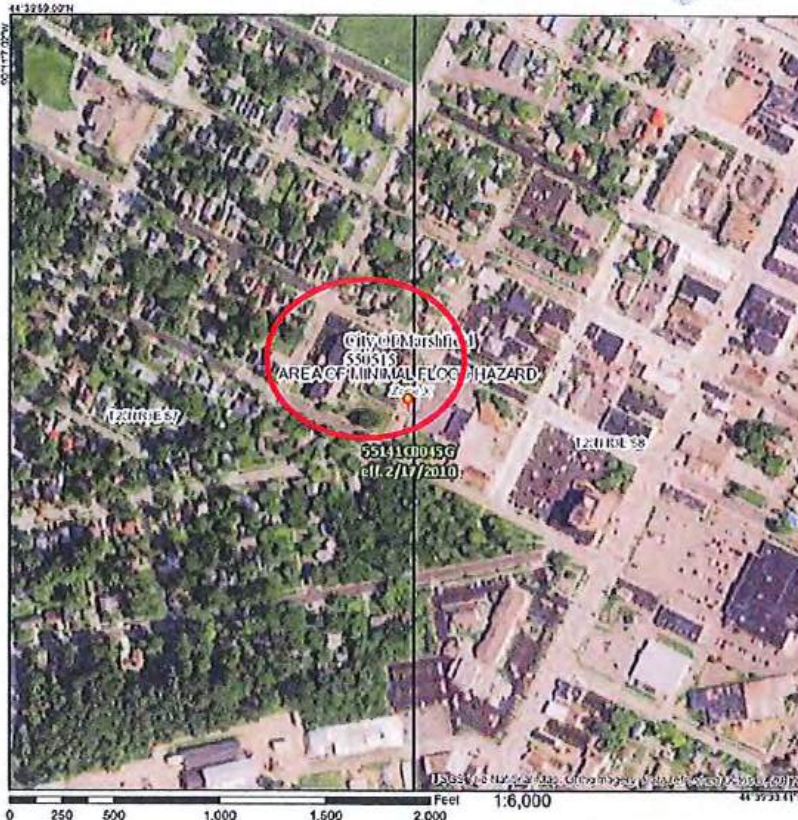
## National Flood Hazard Layer FIRMette



### Legend

SEE FIRM REPORT FOR DETAILED MAPS AND INDEX MAP FOR FIRM PANEL LAYOUT

- SPECIAL FLOOD HAZARD AREAS**
- Without Base Flood Elevation (BFE) Zone A, Zone X
  - With BFE or Depth Zone AE, AH, VE, AP
  - Regulatory Floodway
- OTHER AREAS OF FLOOD HAZARD**
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
  - Future Conditions 1% Annual Chance Flood Hazard Zone X
  - Area with Reduced Flood Risk due to Levee, See Notes, Zone X
  - Area with Flood Risk due to Levee Zone X
- OTHER AREAS**
- Area of Minimal Flood Hazard Zone X
  - Effective 10/1/15
  - Area of Undetermined Flood Hazard Zone X
- GENERAL STRUCTURES**
- Channel, Culvert, or Storm Sewer
  - Levee, Dike, or Floodwall
- OTHER FEATURES**
- Cross Sections with 1% Annual Chance Water Surface Elevation
  - Coastal Tract
  - Base Flood Elevation Line (BFE)
  - Limit of Study
  - Jurisdiction Boundary
  - Coastal Tract Baseline
  - Profile Baseline
  - Hydrographic Feature
- MAP PANELS**
- Digital Data Available
  - No Digital Data Available
  - Unmapped
- The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/4/2019 at 4:25:20 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifier, FIRM panel number, and FIRM effective date. Map images for unmapped and unmapped areas cannot be used for regulatory purposes.



**Project Name:**  
Parkview Apartments

**Project Number:**  
135929.18R000-001.052

**Source:**  
FEMA

**On-Site Date:**  
January 9, 2019

# Firestone

## ROOFING MEMBRANE LIMITED WARRANTY

Warranty #MR026571 FBPCO # E65419 Square Footage 12,749 s.f.  
Building Owner COMMUNITY DEVELOPMENT AUTHORITY  
Building Identification PARKVIEW APARTMENTS  
Address of Building 606 SOUTH WALNUT  
MARSHFIELD WI 54449  
Warranty Period TWENTY (20) Years Beginning on 12/31/00 Membrane: EPDM  
Roofing Contractor KULP'S OF STRATFORD (06909)

For the warranty period indicated above, Firestone Building Products Company ("Firestone"), Division of Bridgestone/Firestone, Inc., warrants to the Building Owner ("Owner") above that Firestone will, subject to the Terms, Conditions, Limitations, and Definitions set forth below, provide replacement membrane materials sufficient to replace any area of Firestone Roofing Membrane ("Membrane") which leaks as a result of ordinary exposure to the elements or any manufacturing defect in the Membrane. Firestone's replacement obligations over the life of this warranty are limited to the owner's original cost of the Membrane, prorated based on the remaining months of the unexpired warranty.

### TERMS, CONDITIONS, LIMITATIONS, AND DEFINITIONS

1. The Membrane is limited to mean the Firestone brand Membrane when installed in accordance with Firestone Technical Specifications.
2. In the event any leak should occur in the Membrane: (a) The Owner must give written notice to Firestone within thirty (30) days of any occurrence of a leak. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak. (b) If upon investigation, Firestone determines that the leak is caused by deterioration in the Membrane as a result of ordinary exposure to the elements or any manufacturing defect in the membrane, the Owner's sole and exclusive remedy and Firestone's liability shall be limited to the supply of replacement membrane material sufficient to replace the affected area of membrane; (c) Should the investigation reveal that the leak is caused by something other than causes set forth in 2(b) above, investigation costs shall be paid by the Owner. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. If the cause of the leak is determined by Firestone to be outside the scope of this Limited Warranty, Firestone shall advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense which, if the Owner properly makes, will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to make these repairs in a reasonable manner and within a reasonable time shall render this Limited Warranty null and void. (d) Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty shall be settled by final and binding arbitration in accordance with the American Arbitration Association's rules for the construction industry.
3. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, warranty costs and other costs which are included in, or incidental to, the system.
4. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to, winds, hurricanes, tornadoes, hail, lightning, earthquakes, atomic radiation, insects, or animals; (b) Any act(s), conduct or omission(s) by any person, or act(s) of war, which damages the membrane or which impairs the Membrane's ability to resist leaks; (c) Failure by the Owner to use reasonable care in maintaining the membrane, said maintenance to include, but not limited to those items listed on the reverse side of this Limited Warranty titled "Firestone Roofing Care and Maintenance"; (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, etc.; (e) Condensation or infiltration of moisture in, through, or around the walls, copings, rooftop hardware or equipment; building structure or underlying or surrounding materials; (f) Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the Membrane, which damages the Membrane, or which impairs the Membrane's ability to resist leaks; (g) Alterations or repairs to the Membrane not approved in writing by Firestone; (h) The architecture, engineering, construction or design of the roof, roofing system, or building. Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of roof system is appropriate; (i) A change in building use or purpose; (j) Failure to give proper notice as set forth in paragraph 2(a) above.
5. This Limited Warranty shall be transferable subject to Firestone inspection, written approval, and payment of the current transfer fee.
6. During the term of this Limited Warranty, Firestone, its designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable costs incurred during inspection and/or repair of the System which are due to delays associated with said restrictions. Owner shall be responsible for the removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, as necessary to expose the surface of the System for inspection and/or repair. Failure by Owner to pay these costs or to deny roof access to Firestone shall render this Limited Warranty null and void.
7. Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
8. This Limited Warranty shall be governed and construed in accordance with the laws of the State of Indiana without regard to conflict of laws.
9. This Limited Warranty does not cover flashings, seams, adhesives, sealants, coatings or workmanship.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CAN NOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY THE PRESIDENT OF FIRESTONE OR A PERSON TO WHOM HIS AUTHORITY HAS BEEN DELEGATED IN WRITING. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

BY: George Furman

AUTHORIZED

SIGNATURE: George Furman

TITLE: Manager, Product Services

**FIRESTONE ROOFING CARE AND MAINTENANCE**  
(For Roofing Membrane Limited Warranty)

Congratulations on your purchase of a Firestone Roofing Membrane! Your roof is a valuable asset and as such should be properly maintained. All roofs and roofing membranes need periodic maintenance to perform as designed and to keep your Limited Warranty in full force and effect.

1. The roof should be inspected at least twice yearly (in the Spring and Fall), and after any severe storms. Record maintenance procedures as they occur. Log all access times and parties working on the roof.
2. Proper maintenance and good roofing practice requires that ponded water (defined as standing water on the roof forty-eight (48) hours after it stops raining) not be allowed on the roof. Roofs should have slope to drain and all drain areas must remain clean. Bag and remove all debris from the roof since debris on the roof surface will be quickly swept into drains by rains. This will allow for proper water run-off and avoid overloading the roof with ponded water.
3. The Firestone Roofing Membrane cannot be exposed to acids, solvents, greases, oil, fats, chemicals and the like. If the Firestone Roofing Membrane is subject to contact with any such materials, contact Firestone immediately.
4. The Firestone Roofing Membrane is designed to be a waterproofing membrane. If there is to be roof traffic for any reason, contact your Firestone Licensed Applicator before proceeding for the installation of approved protective walkways.
5. Some Firestone roofing membranes require maintenance of the surface of the membrane in order to perform as designed:
  - a. The application of an approved liquid coating, such as Aluminum Roof Coating to smooth surfaced APP membranes provides additional protection from the environment. If this coating is not applied as part of the initial roofing installation, it should be applied within the first five years after the roof is installed to help protect the membrane from surface cracking inherent in such asphalt products. In addition, this coating should be maintained as needed to recover any areas of the coating that have blistered, peeled or worn through.
  - b. Granular surfaced APP and SBS membranes do not normally require surface maintenance other than periodic inspection for contaminants ( See Item 3. ), cuts or punctures. If areas of granular loss are discovered during inspection, new granules should be broadcast into hot asphalt or emulsion to protect the surface of the membrane.
  - c. EPDM and other single-ply roofing membranes do not normally require surface maintenance other than periodic inspection for contaminants ( See Item 3. ), cuts or punctures. Occasionally, approved liquid roof coatings, such as Firestone AcryliTop PC-100, are applied to the surface of EPDM membranes in order to provide a lighter surface color. Such coatings do not need to be maintained to assure the performance of the underlying EPDM roof membrane, but some maintenance and re-coating may be necessary in order to maintain a uniform surface appearance.
6. All counterflashing, metal work, drains, skylights, equipment curb and supports, and any other rooftop accessories functioning in conjunction with the Firestone Roofing Membrane must be properly maintained at all times. In addition, sealants and coatings are not covered under this warranty and must be maintained per manufacturer's requirements.
7. If any additional equipment is to be installed on your roof (e.g. HVAC units, TV antennas, etc.), contact Firestone, in writing, for approval before proceeding.
8. Should there be an addition to the building, requiring tie-in to the existing Firestone Roofing Membrane, contact Firestone before proceeding to ensure the tie-in is in accordance with Firestone specifications.
9. Should you have a leak:
  - (a) Check for the obvious: clogged roof drains, loose counterflashings, broken skylights, open grills or vents, broken water pipes or membrane damage.
  - (b) Note conditions resulting in leakage. Heavy or light rain, wind direction, temperature and time of day that the leak occurs are all important clues to tracing roof leaks. Note whether the leak stops shortly after each rain or continues to drip until the roof is dry. If you are prepared with the facts, the diagnosis and repair of the leak can proceed more rapidly.
  - (c) Contact Firestone Warranty Services at 1-800-830-5612 Immediately...but please don't call until you are reasonably sure that the Firestone Roofing Membrane is the cause of the leak and is covered under the terms and condition of the warranty. If the membrane is not the cause of the leak, contact the original installer or other Firestone licensed applicator. This warranty does not cover labor or workmanship.

Firestone feels that the preceding guidelines will assist you, the building owner, in maintaining a watertight roof for many years. Remember, your roof is an investment. To maximize your return on this investment, maintenance is essential.

**Firestone**  
**BUILDING PRODUCTS**  
**NOBODY COVERS YOU BETTER.®**

525 Congressional Blvd. Carmel, IN 46032-5607  
1-800-428-4442 • 1-317-575-7000 • Fax 1-317-575-7100

9/99 — Item #816R  
(Replaces 8/94)-01

**Pokorny, Dick**

**From:** Pokorny, Dick

**Sent:** Monday, March 31, 2008 9:40 AM

**To:** 'Community Development Authority'; 'Randy Peterson'

**Subject:** 606 S Walnut Ave

Friday afternoon – March 28, 2008 – I made a final inspection on the newly installed fire alarm system installed by Dakota Electric at this Community Development Authority's property. The system installation appears to meet all applicable codes and also specifications per the contract.

Dick Pokorny

Electrical Inspector/Asst Bldg Inspector

City of Marshfield

630 S. Central Ave.

P.O. Box 727

Marshfield, WI 54449

715.486.2016

715.384.7631 (FAX)

[dickp@ci.marshfield.wi.us](mailto:dickp@ci.marshfield.wi.us)

C E R T I F I C A T E   O F   O C C U P A N C Y

CITY OF MARSHFIELD  
BUILDING INSPECTION

NO. 42-91

THIS IS TO CERTIFY THAT:

Parkview Apartments west storage addition & west unit expansion.

Erected on Lot. No. N/A Block No. N/A

Addition N/A Fire Zone --

Street & Number 606 S. Walnut Ave.

Owner City of Marshfield Community Development Authority Use Zone

Architect Omni Engineers/Architects

Contractor The Boson Co., Inc.

Building Permit No. 23591 Plan No. A697

has been inspected and the following occupancy thereof is hereby authorized.

OCCUPANCIES

Basement None

1st Floor storage

2nd Floor storage

3rd Floor storage

4th Floor storage

Date Issued 11/20/91

By Roland Donath  
Roland Donath  
Building Inspector

PHYSICAL NEEDS ASSESSMENT

PARKVIEW APARTMENTS  
606 SOUTH WALNUT STREET  
MARSHFIELD, WISCONSIN 54449

EMG PROJECT NO: 135929.18R000-001.052

---

**APPENDIX D:**  
**EMG ACCESSIBILITY CHECKLIST**

---

# EMG ACCESSIBILITY CHECKLIST

## BUILDING HISTORY

YES

NO

N/A

UNK

COMMENTS

1. Has the management previously completed an accessibility review?

✓

2. Does an accessibility compliance plan exist for the property?

✓

3. Has the plan been reviewed/approved by outside agencies (engineering firms, building department, other agencies)?

✓

4. Has the property been free from accessibility related complaints? If not, please provide details.

✓

5. Is the property Section 504 compliant?

✓

Reasonable accommodation only. Separate building, Cedar Rail Apts has additional accessible units to

## PARKING

YES

NO

NA

COMMENTS

1. Total minimum number of required accessible spaces (min. 1 van space in visitor parking lot; min. 1 van in each separate parking lot; min. 1 space for each accessible unit - min. 1 at office and at each parking facility serving covered dwelling units and 2% of parking (must include each type of parking i.e. carport or garage parking unless only serving a single unit)?

✓

58 spaces require 3 spaces- 2 std & 1 van. Provided: 2 std & 0 van. Add 1 van space.

Compliant width of stall (8' wide min. for cars/vans) and adjacent access aisle (5' min. wide car/ 8' min. wide van)

✓

3. Compliant slope of accessible parking stall/ adjacent access aisle (2% /1:50 max. in all directions; no curb ramp projecting into access aisle)

✓

4. Accessible stall designation sign with International Symbol of Accessibility installed 60" minimum to bottom of sign and "van accessible" for vans

✓

See note above

5. Accessible parking is located on shortest route to facility (closest space to apt or office)

✓

## ACCESSIBLE ROUTE

YES

NO

NA

COMMENTS

1. Accessible route links all elements on site (min. 36" wide, 8.33% /1:12 slope max. 2%/1:50 cross slope max): accessible units (UFAS), common areas, mailboxes, trash areas, common laundry, amenities, etc

✓

2. Sidewalk adjacent to parking provides minimum 36" width accessible route beyond vehicle's overhang.

✓

3. Curb ramps from parking to raised sidewalk and where crosses a curb (max. 8%/1:12 running slope, max. 2% (1:50) cross slope, min. 36" width; if flares present flared sides 1:10 max)

✓

# EMG ACCESSIBILITY CHECKLIST

## ACCESSIBLE ROUTE

YES

NO

NA

COMMENTS

- 4 Accessible route changes in level between ¼" and ½" are beveled and greater than ½" are ramped ✓
- 5 If accessible route running slope exceeds 5% / 1:20, it is constructed as a ramp ✓
- 6 Existing ramps have max. 8% (1:12) running slope, max. 2% (1:50) cross slope, min. 36" width and level landings at top, bottom and change of direction ✓
- 7 Ramp runs with greater than a 6" rise or horizontal length greater than 72" have handrail on both sides ✓
- 8 Ramps with drop-offs have curbs or edge protection preventing the passage of a 4" sphere from the ramp surface or an extended ramp surface min. 12" beyond inside face of rail ✓
- 9 Ramp handrails extend beyond both ends of ramp min. 12" parallel with floor/ground (unless obstructs a path of travel) ✓
- 10 If stairway is open underneath, area below 80" headroom has barrier up to 27" high maximum preventing entry ✓
- 11 Exterior and interior common use stairs which connect levels that are not connected by an elevator do not have open risers (at least partially closed) ✓
- 12 Stair handrails extend beyond top riser of stair run min. 12" parallel with floor or ground, and extend beyond bottom riser 1 tread depth at slope of stair run plus min. 12" parallel with floor or ground (unless obstructs a path of travel) ✓
- 13 Ramps runs rise no more than 30" maximum ✓

## COMMON AREAS

YES

NO

NA

COMMENTS

- 1 Entrance threshold max. ½" ht. at entry ¾" if beveled at 1:2 max (max. 3/4" ht. for exterior sliding doors) ✓
- 2 Doorways 32" min. clear width (door open 90 degrees, measured between face of the door and the stop) ✓
- 3 Doors in a series are 48" minimum apart, including door swing ✓
- 4 Lever/Push/U-shaped/electronic control hardware on doors in required accessible locations ✓
- 5 Floor covering stable, firm, slip resistant. Carpeting, if provided, is low pile with max. pile height ½" ✓

Push button provided

## EMG ACCESSIBILITY CHECKLIST

### COMMON AREAS

YES

NO

NA

COMMENTS

6 Switches/outlets/thermostats/controls within reach range? (typically Forward-unobstructed 15"-48" ht., obstructed 44" max. ht./max. 25" horiz.; Side-unobstructed 15"-48" ht., obstructed 46" max. ht./ max. 24" horiz.)

✓

7 If provided, toilet rooms fully accessible: 18" min. side clearance on pull side of door; unobstructed turning space in room (5' min. circle or T-shape)

✓

8 Lever /Push/U-shaped hardware at restroom entrance/ stall door

✓

9 Grab bars on side wall closest toilet and rear wall

✓

10 Mirror where provided, min. 1 mirror with bottom of reflective surface (not including frame) 40" max. above floor when above counter/sink or 35" maximum not above counter/sink

✓

11 Lavatory: 34" max. high and open beneath with knee and toe clearance

✓

12 Lever/push/electronic controls faucets at sink

✓

13 Sink pipes insulated/covered

✓

14 If common kitchen provided, accessible route into kitchen, sink accessible: 34" max. high, open beneath if conventional oven/cooktop present, lever/push/ electronic faucets, & pipes covered

✓ Commercial kitchen

15 Laundry—front loading washers and dryers (min. 1 of each) in common laundries nearest accessible unit(s)

✓

16 Washer/dryer controls within reach, 30" min. x 48" min. clear space at washer/dryer/sink

✓

17 Playground—if provided, must be on an accessible route (accessible play equipment not required unless in military housing)

✓

18 Mailboxes – Mailboxes – 30" x 48" clear space centered on some accessible boxes within 15"- 48" reach range

✓

19 Dumpster/trash areas – on accessible route, opening/lid when open within reach range (typically 15"- 48")

✓

### ELEVATORS

YES

NO

NA

COMMENTS

1 Elevator lobby call buttons and elevator car control panel buttons within allowable reach ranges (48" front approach/54" side approach)

✓

2 Raised characters in Braille and standard alphabet/numbers at car

## EMG ACCESSIBILITY CHECKLIST

### ELEVATORS

YES

NO

NA

COMMENTS

3 Audible signals inside elevator cars indicate floor change as the car passes or stops at a floor

✓

4 Elevator lobbies have visual and audible indicators of car arrival

✓

5 Elevators appear to meet ANSI-A117.1 accessibility guidelines

✓

### DWELLING UNITS - GENERAL

YES

NO

NA

COMMENTS

1 Minimum 5% of the units are accessible for individuals with mobility impairments (UFAS 4.1.3) Comments should include number of units

✓

See comment in note A5 above.

2 Minimum 2% of the units are accessible for individuals with visual / audio impairments Comments should include number of units

✓

3 Entry door threshold max. 1/2" ht. If exterior sliding doors provided, threshold beveled to max. 3/4" ht.

✓

4 Accessible route to all rooms (passage doors min. 32" nominal/ min. 31-5/8" construction tolerance clear opening)

✓

5 Lever/push/electronic control type hardware on entrance door (not required on interior doors)

✓

6 Switches/outlets/thermostats/controls within reach range? (typically Forward-unobstructed 15"-48" ht., obstructed 44" max. ht./max. 25" horiz.; Side-unobstructed 9"-54" ht., obstructed 46" max. ht./ max. 24" horiz.)

✓

7 Clothes closet rods within allowable reach range (max. 54" height for unobstructed side approach)

✓

8 Storage (linen, etc.) – some shelving within reach (between 9" and 54" height for unobstructed side approach)

✓

9 All ground/primary entry level dwelling units in a building without an elevator are on accessible route or site/building impractical to achieve that accessibility

✓

10 All dwelling units served by an elevator in a building which has an elevator are on accessible route or site/building impractical to achieve that accessibility

✓

### DWELLING UNITS - KITCHEN

YES

NO

NA

COMMENTS

1 Minimum 40" clearance between opposing sides or minimum 60" in U-shaped kitchen

✓

30" min. x 48" min. clear floor space at each fixture and appliance centered for a parallel or forward approach

✓

## EMG ACCESSIBILITY CHECKLIST

### DWELLING UNITS - KITCHEN

YES

NO

NA

COMMENTS

3

Work surface – counter 30" wide min., max. 34" above floor or adjustable/replaceable with alternative heights of 28", 32" and 36"(with clear knee space or removable cabinet)

✓

4

Sink space 30" wide min., no more than 34" above floor or adjustable/replaceable with alternative heights of 28", 32" and 36"(with clear knee space or removable cabinet)

✓

5

Accessible sink controls (34" max. ht. to sink rim and lever/push/electronic type controls)

✓

6

Sink pipes insulated/covered

✓

7

Cooktop and range controls do not require reaching across burners

✓

8

Oven self-cleaning with controls on front panel

✓

9

Door/entry 32" min. nominal width (31-5/8" min. wide clear opening)

✓

### DWELLING UNITS - BATHROOMS

YES

NO

NA

COMMENTS

1

Inside bathroom, 30" min. x 48" min. clear space outside of the door swing (door swing does not overlap required space) and clear floor space at all fixtures (clear space for each fixture can overlap clear space for other fixtures)

✓

2

Sink 34" maximum height (with knee/toe clearance or removable cabinet)

✓

3

30" min. x 48" min. clear space at sink (sink faucet must be 24" min. from the side wall)

✓

4

Lavatory pipes insulated/covered

✓

5

Mirror- where provided, min. 1 mirror with bottom of reflective surface (not including frame) 40" max. above floor

✓

6

Clear floor space at toilet is: for entry door opposite toilet min. 48" wide x min. 66" deep including min. 36" to sink edge from far side wall at toilet; for side entry at open side of toilet and lavatory min. 48" wide x min. 56" deep including min. 36" to sink edge from far side wall at toilet; for side entry to open side of toilet min. 56" wide x min. 60" deep (no sink within clear space)

✓

7

Reinforcement for grab bars is placed

✓

## EMG ACCESSIBILITY CHECKLIST

DWELLING UNITS - BATHROOMS		YES	NO	NA	COMMENTS
8	Tub/shower grab bars at compliant locations and anchored securely			✓	
9	30" x 48" clear floor space at tub/shower			✓	
10	Tub/shower controls are compliant			✓	
11	Tub seat: either removeable seat which extends securely from tub outside rim to rear wall of tub is provided or seat is built in as part of tub/shower combo unit			✓	
12	Shower stall seat: a shower stall seat is provided if separate shower stall is present			✓	
13	Hand held shower nozzle in tub or shower stall			✓	

PHYSICAL NEEDS ASSESSMENT

PARKVIEW APARTMENTS  
606 SOUTH WALNUT STREET  
MARSHFIELD, WISCONSIN 54449

EMG PROJECT NO: 135929.18R000-001.052

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**APPENDIX E:**  
**PRE-SURVEY QUESTIONNAIRE**

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