

AMENDMENT TO SERVICE CONTRACT

AND NOW, this December 1, 2020, this Amendment to Service Contract is hereby entered into between Lindy Communities (herein referred to as "Managing Agent") and Worth & Company, Inc. (herein referred to as "Contractor") as follows:

WHEREAS, the parties previously entered into a Service Contract on or about February 25, 2020 ("Contract");

WHEREAS, the termination date on the first page of the Contract states that the Contract will terminate on February 28, 2021; and

WHEREAS, the parties desire to extend the Contract and change the termination date to February 28, 2022.

NOW THEREFORE, in consideration of the mutual premises and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth above and the Contract referred to therein are hereby incorporated herein by reference as if set forth in full in the body of this Amendment.
2. The termination date of the parties' Contract is changed to February 28, 2022 and will automatically renew each year on the termination date for a twelve (12) month period unless terminated by either party giving thirty (30) days' notice before the end of any renewal term. Section 4.1 of the Service Contract is stricken in its entirety.
3. The parties are adding an additional scope of work as outlined in Exhibit A, attached.
3. Except as expressly amended hereby, all other terms and conditions of the Contract shall remain in full force and effect.
4. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Amendment the day and year first above written.

PROPERTY NAME: Willow Bend

MANAGING AGENT:

LINDY COMMUNITIES



By: Brian Kroker

Date: 12/8/20

Title: Chief operating officer

CONTRACTOR:



By:

Date: 12/08/2020

Title: Account Manager

HVAC Maintenance Agreement

To:  *come home to...*
LINDY
communities
Since 1939

York House Apartments

Service Location: 5325 Old York Rd
Phila, PA

Scheduled Maintenance Coverage:

WORTH & COMPANY, INC. will provide Scheduled Maintenance and Inspections for the equipment listed on the "Equipment List" in accordance with the terms and conditions of this Agreement Three (3) times per year Startup, mid-season, Shut down.

- ✓ All maintenance work will be performed during normal working hours Monday-Friday.
- ✓ Pleated Air Filters will be replaced during this Maintenance and Inspection visit.
- ✓ Belts will be replaced one (1) time per year.
- ✓ The cost of all air filters, belts, lubricants, etc. are included in our proposed price.

Equipment List:

Unit #	Manufacturer	Model #	Serial #	Equip. Size Ton	Freq. of Service
AC-Chiller	Daikin	AGZ211ETSEMNN00	STNU200300108	200	3

Contract includes only equipment listed on the equipment list (as outlined above).

Typical Maintenance & Inspection Items:

WORTH & COMPANY, INC. will provide qualified and trained personnel to perform Maintenance and Inspections on your HVAC equipment, as noted on the "Equipment List". Items typically included in these inspections are:

Chiller

Compressor(s) and Refrigerant Circuit(s)

- ✓ Check amp draw of compressor(s).
- ✓ Verify correct refrigerant charge.
- ✓ Verify proper amount of superheat for safe compressor operation.
- ✓ Check compressor suction pressure
- ✓ Check compressor discharge pressure
- ✓ Check for proper superheat and sub cooling.
- ✓ Inspect compressor and fittings for signs of refrigerant leaks.
- ✓ Check operation of crank case heater
- ✓ Check oil level and oil pressure cut out control

Condenser Coil

- ✓ Inspect coil for cleanliness.
- ✓ Inspect condition of coil and fins.
- ✓ Inspect for corrosion and damage.
- ✓ Inspect for signs of refrigerant leaks.
- ✓ Measure temperature rise across coil.

Evaporator Barrel and Chilled Water Loop

- ✓ Inspect heat exchanger for corrosion.
- ✓ Inspect heat exchanger for signs of water leaks.
- ✓ Inspect heat exchanger for signs of refrigerant leaks.
- ✓ Check water loop pressure.
- ✓ Check operation of circulator pump(s).
- ✓ Check water flow safety switch.
- ✓ Check temperature drop across heat exchanger
- ✓ Test water for proper glycol levels (if applicable)

Fans and Motors

- ✓ Verify proper operation of condenser fan motor(s).
- ✓ Check voltage and amp draw of all motors.
- ✓ Lubricate all bearings and motors.
- ✓ Inspect fan Blade(s) for free rotation, cracks, dirt and alignment.
- ✓ Inspect condenser fan mounting brackets.
- ✓ Inspect the condition of all guards, doors and panels.
- ✓ Inspect for corrosion and/or damage.

Electrical System

- ✓ Inspect wiring for signs of wear or damage.
- ✓ Inspect condition of main disconnect switch.
- ✓ Inspect contactors and relays for signs of wear, arcing, overheating, burns, etc.
- ✓ Inspect electrical connections for tightness.
- ✓ Check voltage and amperage.
- ✓ Inspect all electrical conduits.

- Not included - Hepa, panel, and box filters for HVAC units or Humidifier Canisters for humidifying units unless otherwise stated.

Emergency Service and Repairs:

- ✓ WORTH & COMPANY, INC. will respond to emergency service calls, for all covered equipment. Our normal working hours Monday-Friday (7:30 am – 4:30 pm). All emergency and repair service will be invoiced on a time and material or quoted basis, at the current preferred contract labor rate.
- ✓ If for any reason WORTH & COMPANY, INC. is requested to perform work beyond our normal working hours, customer agrees to pay our current preferred contract overtime labor rate. Overtime hours will be invoiced at time and one half our preferred contract labor rates.
- ✓ All service and maintenance work will be performed by qualified and trained personnel employed and supervised directly by WORTH & COMPANY, INC.
- ✓ WORTH & COMPANY, INC. has technicians on call to provide our customers with emergency service and repairs twenty four (24) hours a day, three hundred and sixty five (365) days per year.
- ✓ WORTH & COMPANY, INC. is not responsible for deficiencies found with equipment covered under this Agreement, which existed prior to the Effective Date. All such deficiencies will be reported to the owner at the time of the first seasonal operating inspection on each piece of equipment.
- ✓ As a courtesy any proposed changes in equipment operation or proposed modifications to the HVAC equipment, may be reviewed with a representative of WORTH & COMPANY, INC. at no charge to the customer.
- ✓ Cranes and lifts, if required, are not included under the terms of this Agreement. If cranes and/or lifts are required to perform maintenance and/or service work on customer's equipment, rental costs, if incurred, will be invoiced to the customer.
- ✓ Customer is to provide WORTH & COMPANY, INC, technicians with legal parking while working within the facility (parking lot/loading zone/reserved spaces). If parking is not provided the customer will be invoiced for all parking charges incurred.
- ✓ Customer is requested to provide a list of authorized personnel to place & approve service requests/repairs.

Financial Section:

The above described Maintenance and Service will be furnished by WORTH & COMPANY, INC. for the annual sums below which will be paid in advance on the effective date on the following schedule.

YEAR	ANNUAL PRICE	QUARTERLY BILLING
2021	\$3,400.00	\$850.00
2022	\$3,400.00	\$850.00
2023	\$3,400.00	\$850.00
Quote #	Plus Tax if Applicable	

This Agreement will be in effect for a period of **three (3) years** and shall automatically renew on its Anniversary Date. The price herein may be adjusted to reflect WORTH & COMPANY, INC.'S increased/decreased costs. Notice of any increases over 3% shall be mailed to you at least thirty (30) days prior to the Anniversary Date. This Agreement may be terminated by either party by giving no less than thirty (30) days written notice of intention to terminate. Neither party shall be liable in any manner to the other party, as a result of such termination. If *Tax Exempt* please provide a copy of your current tax exemption certificate.

This proposal, when executed by you and approved by WORTH & COMPANY, INC., shall constitute the entire Agreement between us, and shall become effective on the date shown below. No modification or alteration of this Agreement shall be effective unless in writing and signed by the parties hereto.

The Effective Date of this Agreement shall be the 1st day of Jan 2021.

ACCEPTANCE:

WORTH & COMPANY, INC.



Gary Bradshaw
Account Executive

Date

11/10/20

Date

Worth and Company, Inc. ~ 6263 Kellers Church Road, Pipersville, PA 18947
Customer Service: (267) 362-1121 ~ Fax: (267) 362-1241
Gary Bradshaw ~ (267)-250-0504~ GBradshaw@Worthandcompany.com

Start-up and Shut Down Agreement

To: 

York House Apartments

Service Location: 5325 Old York Rd
Phila, PA

Scheduled Maintenance Coverage:

WORTH & COMPANY, INC. will provide Scheduled Start-up and Shut Down for the equipment listed on the "Equipment List" in accordance with the terms and conditions of this Agreement Two (2) times per year.

- ✓ All maintenance work will be performed during normal working hours Monday-Friday.
- ✓ Pleated Air Filters will be replaced during this Maintenance and Inspection visit.
- ✓ Belts will be replaced one (1) time per year.
- ✓ The cost of all air filters, belts, lubricants, etc. are included in our proposed price.

Equipment List:

Unit #	Manufacturer	Model #	Serial #	Equip. Size Ton	Freq. of Service
1	CARRIER Chiller				2
1	Marley Tower				2

Contract includes only equipment listed on the equipment list (as outlined above).

Typical Maintenance & Inspection Items:

WORTH & COMPANY, INC. will provide qualified and trained personnel to perform Maintenance and Inspections on your HVAC equipment, as noted on the "Equipment List". Items typically included in these inspections are:

Chiller:

Compressor(s) and Refrigerant Circuit(s)

- ☐ Check amp draw of compressor(s).
- ☐ Verify correct refrigerant charge.
- ☐ Verify proper amount of superheat for safe compressor operation.
- ☐ Check compressor suction pressure
- ☐ Check compressor discharge pressure
- ☐ Check for proper superheat and sub cooling.
- ☐ Inspect compressor and fittings for signs of refrigerant leaks.
- ☐ Check operation of crank case heater
- ☐ Check oil level and oil pressure cut out control

Condenser Coil

- ☐ Inspect coil for cleanliness.
- ☐ Inspect condition of coil and fins.
- ☐ Inspect for corrosion and damage.
- ☐ Inspect for signs of refrigerant leaks.
- ☐ Measure temperature rise across coil.

Evaporator Barrel and Chilled Water Loop

- ☐ Inspect heat exchanger for corrosion.
- ☐ Inspect heat exchanger for signs of water leaks.
- ☐ Inspect heat exchanger for signs of refrigerant leaks.
- ☐ Check water loop pressure.
- ☐ Check operation of circulator pump(s).
- ☐ Check water flow safety switch.
- ☐ Check temperature drop across heat exchanger
- ☐ Test water for proper glycol levels (if applicable)

Fans and Motors

- ☐ Verify proper operation of condenser fan motor(s).
- ☐ Check voltage and amp draw of all motors.
- ☐ Lubricate all bearings and motors.
- ☐ Inspect fan Blade(s) for free rotation, cracks, dirt and alignment.
- ☐ Inspect condenser fan mounting brackets.
- ☐ Inspect the condition of all guards, doors and panels.
- ☐ Inspect for corrosion and/or damage.

Electrical System

- ☐ Inspect wiring for signs of wear or damage.
- ☐ Inspect condition of main disconnect switch.
- ☐ Inspect contactors and relays for signs of wear, arcing, overheating, burns, etc.
- ☐ Inspect electrical connections for tightness.
- ☐ Check voltage and amperage.
- ☐ Inspect all electrical conduits.

Controls

- ☐ Inspect all wiring and connections. Clean and tighten connections if required.
- ☐ Check operation of all control circuit boards and components.
- ☐ Check all safety controls.
- ☐ Check all safety control trip points. (if adjustable)
- ☐ Check all operating set points and adjust if necessary.

Cooling Tower

- ✓ Pressure wash tower, clean sump and strainers (annually)
- ✓ Inspect all dampers and linkages
- ✓ Inspect tower for dirt/scale buildup
- ✓ Inspect spray orifice/nozzles
- ✓ Check/Adjust water feed float assembly
- ✓ Inspect heater elements for scale buildup
- ✓ Inspect structural integrity of the tower cabinet/doors/panels
- ✓ Inspect tower for leaks in the sump, piping, connections, etc
- ✓ Verify that overflow drain and piping are clear of debris

Motors and Pumps

- ✓ Check incoming voltage and amp draws
- ✓ Inspect motor starters and contactors
- ✓ Tighten terminal connections at starter.
- ✓ Check variable frequency drives for faults/alarms
- ✓ Clean dirt build up away from motor air inlets
- ✓ Lubricate motors as required

Controls

- ✓ Verify proper operation of dampers, motors and pumps
- ✓ Verify proper operation of sump heaters
- ✓ Verify proper operation of water level probes
- ✓ Verify proper operation of supply water feed control

Fans and Bearings

- ✓ Inspect for unusual noises and vibrations
- ✓ Lubricate fan bearings as required
- ✓ Inspect pulleys and belts for alignment, wear, and tension
- ✓ Inspect fan blades/wheels for free rotation, cracks, and proper alignment
- ✓ Inspect drive shafts and couplings, lubricate as required
- ✓ Adjust belt tension as required

Financial Section:

The above described Maintenance and Service will be furnished by WORTH & COMPANY, INC. for the annual sums below which will be paid in advance on the effective date on the following schedule.

YEAR	ANNUAL PRICE	QUARTERLY BILLING
2020	\$4,900.00	\$1,225.00
2022	\$4,900.00	\$1,225.00
2023	\$4,900.00	\$1,225.00
Quote #	Plus Tax if Applicable	

This Agreement will be in effect for a period of **three (3) years** and shall automatically renew on its Anniversary Date. The price herein may be adjusted to reflect WORTH & COMPANY, INC.'S increased/decreased costs. Notice of any increases over 3% shall be mailed to you at least thirty (30) days prior to the Anniversary Date. This Agreement may be terminated by either party by giving no less than thirty (30) days written notice of intention to terminate. Neither party shall be liable in any manner to the other party, as a result of such termination. If *Tax Exempt* please provide a copy of your current tax exemption certificate.

This proposal, when executed by you and approved by WORTH & COMPANY, INC., shall constitute the entire Agreement between us, and shall become effective on the date shown below. No modification or alteration of this Agreement shall be effective unless in writing and signed by the parties hereto.

The Effective Date of this Agreement shall be the 1st day of January 2021.

ACCEPTANCE:

WORTH & COMPANY, INC.



Gary Bradshaw
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