

AMENDMENT TO SERVICE CONTRACT

AND NOW, this November 19, 2021, this Amendment to Service Contract is hereby entered into between Lindy 251 Dekalb Property Owner, LLC, L-O 251 Dekalb Property Owner, LLC and P-L 251 Dekalb Property Owner, LLC Lindy Communities (herein referred to as "Managing Agent") and Oliver Fire Protection and Security (herein referred to as "Contractor") as follows:

WHEREAS, the parties previously entered into a Service Contract on or about October 21, 2020 ("Contract");

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 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:

MANAGING AGENT:

LINDY COMMUNITIES

Brian Parker

By: Brian Parker

Date: 11/30/21

Title: COO

CONTRACTOR:

Oliver Fire Protection

Jim Harrigan

By: Jim Harrigan

Date: 11/29/21

Title: Alarm Service Manager

intentionally
blank

Exhibit A



OLIVER

FIRE PROTECTION & SECURITY



501 Fehleley Drive • King of Prussia, PA 19406-2690

610-277-1331 • Fax: 610-277-2837

www.oliverfireprotection.com

SERVICE AGREEMENT

By and between

Oliver Fire Protection & Security

501 Fehleley Drive

King of Prussia, PA 19406

(610) 277-1331

(610) 277-2837 Fax

AND: 251 Dekalb Apartments

251 Dekalb Pike

King of Prussia PA, 19406

Attn: Brian Kroker

Services will be provided at the following location(s):

OLIVER shall provide Services as indicated below and in accordance with the attached Service Agreement Terms and Conditions, work scope documents and special provisions which form a part of this Agreement:

<input checked="" type="checkbox"/> Fire Alarm System Testing & Inspection	<input checked="" type="checkbox"/> Fire Sprinkler System Testing & Inspection
<input checked="" type="checkbox"/> Fire Alarm System Testing & Maintenance	<input checked="" type="checkbox"/> Backflow Preventer Testing & Inspection
<input type="checkbox"/> Smoke Detector Cleaning & Sensitivity Testing	<input type="checkbox"/> Fire Pump Testing & Inspection
<input checked="" type="checkbox"/> Emergency Lighting/Exit Sign Testing & Inspection	<input type="checkbox"/> Hydrant Testing & Inspection
<input checked="" type="checkbox"/> Portable Fire Extinguishers	<input type="checkbox"/> Clean Agent Testing & Inspection
<input type="checkbox"/> Security System Testing & Maintenance	<input type="checkbox"/> Nurse Call System Maintenance Agreement
<input type="checkbox"/> Video Surveillance System Maintenance Agreement	<input type="checkbox"/> Kitchen Hood Suppression System Inspection
<input type="checkbox"/> Access Control System Maintenance Agreement	<input type="checkbox"/> Emergency Service
<input type="checkbox"/> Software Service Agreement	<input type="checkbox"/> Remote Hosted Access Control System

Annual Fee: All for the annual sum of \$12,915.00 plus applicable taxes.

Period of Agreement: The service(s) described in this Agreement shall begin on 11/1/21 and shall continue for a period of one (1) year from this date.

This proposal shall remain valid for a period of thirty (30) days from the above referenced proposal date.

This proposal and the pages attached shall become an Agreement only upon signature below by OLIVER and COMPANY. No waiver or modification of any terms or conditions of this Agreement shall be binding on OLIVER unless made in writing and signed by an authorized representative of OLIVER.

OLIVER

Signature: _____

(Type or Print Name) _____

Title: _____

Date: _____

CUSTOMER Acceptance:

Signature: _____

(Type or Print Name) _____

Title: _____

Date: _____

Email: _____



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Fire Alarm System Maintenance Agreement – Labor and Parts Coverage

Hardware Support & Predictive Maintenance – OLIVER will provide full labor and parts replacement on the Equipment covered under the terms of this Agreement and as detailed on the Equipment List.

Components and parts on the Equipment List that are found to be defective or have failed operationally which are covered under a current OLIVER or factory warranty, will be replaced at no charge to CUSTOMER including labor during normal business hours. The coverage schedule listed below shows the parts of the system covered by this agreement. For a detailed listing of the covered parts, see the equipment list at the end of this agreement.

Coverage Schedule:

- ☐ **Fire Alarm Control Panel(s)**
- ☐ **Power Supply Panels**
- ☒ **System Standby/Back-up Batteries and Charger Equipment (Excludes Nickel-cadmium Batteries)**
- ☐ **Field Devices including Alarm Initiating Devices and Notification Appliances. (Excluding Smoke Detectors)**
- ☐ **Smoke Detectors**
- ☐ **OTHER**

For any equipment requiring repair or replacement that is not covered as indicated above, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to OLIVER by an authorized representative of the CUSTOMER before proceeding with the work. Non-moving parts such as, but not limited to, Equipment Cabinets, Doors, Housings, Junction Boxes and Conduit, Electrical Boxes and all wiring are not covered under this Agreement. Labor for off-hours emergency service is not covered under this agreement (parts are covered at all times).

Exact replacements will be provided dependent upon commercial availability of parts and/or components. In cases where the exact replacement is unavailable or has been discontinued, components compatible in form and function will be provided as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At OLIVER sole discretion, marginal components may also be repaired or replaced. All exchanged parts shall become the property of OLIVER.

Existing Conditions – Upon completion of the initial inspection, if any individual component cannot, in the opinion of OLIVER, be properly maintained or if repairs are found necessary; due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, OLIVER will promptly notify the CUSTOMER. CUSTOMER may elect to remove those items from the scope of this Agreement and OLIVER will issue a proportional credit or the CUSTOMER may authorize OLIVER to make the necessary repairs and shall reimburse OLIVER for this additional work. In all cases, because the system being maintained requires compliance with either Underwriter Laboratory (UL), Factory Mutual (FM) or other Listing Agency standards, only appropriately listed and approved products will be used for component replacement.

Software Support – OLIVER will maintain the present system within the functional limitations of presently installed hardware and/or software included in the Equipment List. This may include providing software patches, revisions and/or bug fixes to standard OLIVER supplied software that may be periodically created by OLIVER or it's suppliers to maintain present system operation.



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Fire Alarm System Testing & Inspection

Scope – OLIVER will test & inspect the fire alarm system components listed on the attached Equipment List.

Testing Frequency – OLIVER will perform **One (1)** 100% test(s) per year on automatic initiating devices (heat, smoke, duct smoke, manual pull stations and beam/optical smoke detectors & sensors, etc...) and **One (1)** 100% functional test(s) of notification appliances. Fire Protection/Sprinkler System Initiating Devices that are connected and supervised by the Fire Alarm system will be tested electrically. All testing will be completed in accordance with the most recent edition of NFPA 72 – National Fire Alarm Code. Please see below for any additional testing and inspections to be performed under this Agreement.

Additional Testing Frequency –

☐ **Semi-Annual Inspection** - Visual inspection of all Fire Alarm Control Panels, annunciators, power supplies, initiating devices (smoke detectors, heat detectors, duct detectors, flame detectors, and manual pull stations) and signaling devices (strobes, horn/strobes). Load voltage testing of all batteries. Testing of the waterflow switches, tamper switches, pressure switches, pump supervisory signals).

☐ **Quarterly Inspections** - Load voltage testing of all batteries. Testing of the waterflow switches, tamper switches, pressure switches, pump supervisory signals).

Inspection Reports – OLIVER will furnish a written report certifying that tests have been completed and documenting any deficiencies found which may require corrective action.

Hardware Support – Components and parts on the Equipment List that have been found to be defective or have failed will be identified following each test or inspection. If the component or part is covered under a current OLIVER or factory warranty, said part or component will be replaced at no charge to CUSTOMER including labor during normal business hours. If component or part is found not to be covered under a current OLIVER or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to OLIVER by an authorized representative of the CUSTOMER before proceeding with the work.

Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At OLIVER sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of OLIVER.



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Emergency Lighting/Exit Sign Testing and Inspection

Scope – Oliver will test & inspect the unit battery emergency lights and exit signs.

OAS will annually test and inspect emergency and/or exit lights in accordance with NFPA 70, NFPA 101, OSHA and all local authorities having jurisdiction regulations. Replacement parts are not included in this agreement.

Testing Frequency – Oliver will perform **One (1)** 100% test(s) per year.

- ☒ **Perform functional test of bulbs**
- ☒ **Perform load test of batteries**
- ☒ **Take voltage measurements of charging circuits to ensure proper battery charge**
- ☒ **Clean battery terminals**
- ☒ **Place inspection label on each device**

For any equipment requiring repair or replacement that is not covered as indicated above, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to Oliver by an authorized representative of the CUSTOMER before proceeding with the work.

Note, this testing does not include testing of emergency power back-up units, generators, or the lights connected to those systems.



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Portable Fire Extinguishers

Scope – OLIVER will test & inspect the portable fire extinguishers listed on the attached Equipment List.

Testing Frequency – OLIVER will perform **One (1)** 100% test(s) per year.

- ☒ Check that extinguishers are in their designated place
- ☒ Check for obstructions, access, and visibility
- ☒ Check that operating instructions on the nameplates are legible and facing outward
- ☒ Determine fullness of each extinguisher by weighing or hefting
- ☒ Examine for obvious physical damage, missing parts, corrosion, leakage, or clogged nozzles
- ☒ Check pressure gauge or indicator read in the operable range position
- ☒ Check condition of hose and nozzle (and tires for wheel units)
- ☒ Make sure the HMIS label is in place
- ☒ Tag each unit to ensure that it conforms to fire department regulations

For any equipment requiring repair or replacement that is not covered as indicated above, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to OLIVER by an authorized representative of the CUSTOMER before proceeding with the work.

Note: If services, including the 6-year maintenance and hydro testing of pressurized dry chemical extinguishers, hydro testing of CO2 extinguishers, hose continuity test, inspection of cartridge type extinguishers, wheeled units, or if parts or refills are needed, additional charges will be incurred. Units requiring these services CANNOT be tagged at the time of the test and inspection unless the service is provided at that time; OLIVER will automatically provide service unless notified prior to inspection. Billing will be for ALL units found whether over or under the quantity noted on the Equipment List.



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Fire Sprinkler System Testing & Inspection (Wet Type)

Scope – OLIVER will test & inspect the Wet Type Fire Sprinkler System(s) listed on the attached Equipment List.

Testing & Inspection Frequency

OLIVER will perform **One (1)** 100% inspection(s) per year on the Fire Sprinkler System(s) to include: fire pump, gauges, control valves, alarm devices, hydraulic dataplate, hangers, piping and fittings, sprinkler heads (for proper coverage, orientation, free from physical damage, etc...), spare sprinklers, standpipes, hose connections, fire department connections, valves (alarm, dry pipe, pre-action, etc...).

OLIVER will perform **One (1)** 100% test(s) per year to include: fire pump (full flow test), control valve supervisory switches, alarm devices (water motor gongs, pressure switches, vane type) fire line backflow prevention device(s) and main drain. Each control valve shall be operated through its full range and returned to its normal position. Conduct trip test of dry pipe valve (partial or full flow), pre-action, or deluge systems.

Antifreeze solution shall be tested by measuring the specific gravity and adjusting the solutions if necessary. The solution shall be tested at its most remote point and where it interfaces with the wet system.

- ☒ Check for signs of leakage, corrosion, improper loading, misalignment, or physical damage.
- ☒ Check for proper sprinkler head orientation and for any obstructions to the sprinkler spray pattern
- ☒ Check all gauges and control valves for proper operation
- ☒ Exercise all valves and annually lubricate all valves stems
- ☒ Check all hose connections and inspect Fire Department Connection during each scheduled inspection
- ☒ Check the supply of spare sprinklers including required minimum quantity of each type, proper storage and wrench types during each scheduled inspection
- ☒ Clean the strainer
- ☒ Perform a Main Drain Test annually and record static and residual pressures
- ☒ Test freezing point of antifreeze solutions if applicable
- ☒ Apply inspection tag to system

All tests and inspections will be completed in accordance with the **most recent edition of NFPA 25 – Inspection, Testing and Maintenance of Water-Based Fire Protection Systems**. Please refer to Special Provisions for additional testing and inspections to be performed under this Agreement. Other required weekly, monthly, quarterly and five year inspections and tests in addition to laboratory testing of sprinkler heads are not included in this Agreement unless otherwise specified in the Special Provisions.

Inspection Reports – OLIVER will furnish a written report certifying that tests have been completed and documenting any deficiencies found which may require corrective action.

Hardware Support – Components and parts on the Equipment List that have been found to be defective or have failed will be identified following each test or inspection. If component or part is found not to be covered under a current OLIVER or factory warranty, an estimate will be prepared and submitted for approval on a reimbursable basis and repair authorization shall be issued in writing to OLIVER by an authorized representative of the CUSTOMER before proceeding with the work.

Replaced components will be new and of compatible design as required to maintain CUSTOMER's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At OLIVER sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of OLIVER.



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Backflow Preventer Testing and Inspection

Scope – To help ensure a safe public water supply and prevent contamination, OLIVER will test and inspect the fire sprinkler backflow preventers listed on the attached Equipment List.

Each call will be scheduled with a service report detailing the tasks to perform and any special tools and instrumentation required to properly maintain the system(s). Upon completion of each service call, a summary of the tasks completed will be provided to the CUSTOMER.

If Aqua is your water authority, the backflow prevention device test can only be conducted if the customer has the inspection form(s) provided by Aqua at the site of inspection. Any and all permits that may be necessary for testing of the backflow prevention devices will be the customer's responsibility to attain.

Testing & Inspection Frequency – OLIVER will perform **One (1) Annual Inspection(s)** on each fire sprinkler backflow preventer listed on the attached Equipment List. Other required weekly and monthly inspections of the Double Check Assembly, Double Check Detector Assembly, Reduced Pressure Assembly and Reduced Pressure Detector Assemblies are not included in this Agreement unless otherwise specified in the Special Provisions. All tests and inspections will be completed in accordance with the backflow preventer's manufacturer's recommendations and the most recent edition of NFPA 25 – *Inspection, Testing and Maintenance of Water-Based Fire Protection Systems*. The following services will be performed during each inspection:

- ☒ Inspect and determine if the backflow device is in service and satisfactory condition.
- ☒ Inspect backflow preventer control valves for proper position, general condition and accessibility.
- ☒ Inspect the condition of the backflow preventer, piping, hangars, drains, test ports and related equipment.
- ☒ Perform a Forward Flow Test at the system demand, including required hose stream demands. Where connections do not permit a full flow test, tests will be conducted at the maximum flow rate possible.
(Exception: the forward flow test is not required when the backflow preventer is the first device installed on the water supply pipe and the system is equipped with a fire pump.)
- ☒ Perform a Backflow Performance Test at the completion of the Forward Flow Test.
- ☒ Apply inspection tag to system

Inspection Reports – OLIVER will furnish a written report certifying that tests have been completed and documenting any deficiencies found which may require corrective action.

Repairs – OLIVER will make all necessary repairs to the backflow preventer upon written authorization by the CUSTOMER. All labor and materials used will be invoiced on a Time & Materials basis.



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Emergency Services

Should an emergency arise, OLIVER personnel will assess the situation by phone and will determine the required course of action with the CUSTOMER.

This initial response will be provided within (2) hours of receipt of call by the CUSTOMER.

On-Site Response Time: If it is determined that a site visit is required, OLIVER personnel will arrive at the affected premises within **four (4)** hours of the request of the CUSTOMER.

Emergency Services provided under this agreement will be reimbursable by the CUSTOMER to OLIVER at then current OLIVER published service labor rates and standard service charges (Minimum Labor Charge, Trip Charge, and Travel & Living Expense) unless specifically included under this Agreement and/or selected below.

If the resolution of the emergency service call requires OLIVER to provide service for equipment that is not listed in the attached Equipment List, CUSTOMER will be liable for charges and expenses prevailing for such service.

Emergency Service will be provided during the following periods and in accordance with OLIVER published Service Labor Rates or as stated in the Special Provisions Section of this Agreement:

Fire Alarm Emergency Service:

- ☒ **Billable Emergency Service:** Emergency Service provided under this Agreement will be 100% reimbursable by CUSTOMER in accordance with the Service Labor Rates outlined in the Special Provisions Section of this Agreement. The minimum charge billed by OLIVER for Emergency Service will be **two (2)** hours during normal OLIVER business hours and **four (4)** hours for evenings, weekends, city, state, federal and OLIVER observed holidays. OLIVER will provide a response time as stated and agreed to above.
- ☐ **Standard Emergency Service:** OLIVER will provide Emergency Service Monday through Friday 7:00 AM – 4:00 PM excluding evenings and weekends, city, state, federal and OLIVER observed holidays at no additional charge to the base annual service fee. Labor for travel time is included under this Agreement. OLIVER will provide a response time as stated and agreed to above. Emergency Service requested by the CUSTOMER to be provided outside of the above stated times to be reimbursed by the CUSTOMER. OLIVER will provide a response time as stated and agreed to above.
- ☐ **24/7 Emergency Service:** 24 hours per day, 7 days per week, city, state, federal and OLIVER observed holidays are included. Emergency Service will be provided at no additional charge to the base annual service fee. Labor for travel time is included under this Agreement. OLIVER will provide a response time as stated and agreed to above.



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Special Provisions

These Special Provisions are incorporated by reference into and made a part of this Agreement.
Dated

1. Testing & Inspection Access - It is the customer's responsibility to provide access to all areas containing fire protection/detection equipment and have the system put on "test" with their alarm monitoring company (if applicable). If the fire alarm system inspection option is not chosen, it will be the customer's responsibility to disable and re-enable the Fire Alarm Control Panel for our sprinkler system inspection.

2. Workmanship - All work will be performed in a skilled, workman like manner and in accordance with NFPA 25, 72, 10, 12A (Halon 1301), 12B (Halon 1211), 2001, 101, 17A, 96 and all applicable standards and codes.

3. Performance Review - A review of the Services provided within this Agreement will be performed by OLIVER on an annual basis. OLIVER and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment covered and maintained by this Agreement as well as discuss the schedule for maintenance services in the upcoming year.

4. Parts Discount: As part of this Agreement, CUSTOMER will receive a preferred CUSTOMER discount on all materials purchased on behalf of the CUSTOMER for repairs to systems covered under this Agreement. The preferred CUSTOMER discount will remain in effect while this Agreement is in effect. The preferred CUSTOMER discount will be **10%** less than the List Price.

5. Fire Alarm Labor Rates – Labor required in addition to what is outlined in this agreement will be based on OLIVER's normal working hours and prevailing labor rates*:

Standard rate will be charged at \$155.00 per hour with a two hour minimum charge.
Overtime rate will be charged at \$205.50 per hour with a four hour minimum charge.
Double time rate will be charged at \$310.00 per hour with a four hour minimum charge.

6. Access to Proprietary Software – OLIVER may not have access to proprietary software or parts on microprocessor based addressable systems. OLIVER will make every effort to secure any parts required.



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Covered Equipment List

[illegible]

Code:

P&L = Parts & Labor