



Service Contract for Mt. Airy Arms

This fire alarm Service Agreement ("Agreement") is made this 6th day of September, 2019 entered into by and between Lindy Communities ("Managing Agent"), not personally but solely as agent for Owner of Property (as defined below) ("Owner") and Kartman Fire Protection Services, Inc. ("Contractor") for Work, as defined in Exhibit A- Scope of Work ("Exhibit A") to be performed at Mt. Airy Arms Apartments (the "Property"), as defined in Section 2.

TERM OF AGREEMENT: Commencement date: September 6th, 2019
Termination date: September 6th, 2020

SECTION 1 RECITALS

WHEREAS, Lindy Communities has been appointed Managing Agent of the Property and has been authorized by Owner to enter into and administer this Agreement on Owner's behalf and solely as agent for Owner, and

WHEREAS, Contractor is engaged in providing a service (as defined below) ("**Service**") for owners and managers of real estate, and

WHEREAS, Contractor wishes to provide the Service at the Property ("**Work**") on behalf of Owner and at the request of Managing Agent, said Work more particularly described on **Exhibit "A."**

NOW, THEREFORE, in consideration of the following mutual covenants and promises, the parties hereby agree as follows.

SECTION 2. AGREEMENT DATA AND CONTACT INFORMATION**PROPERTY NAME:** Mt. Airy Arms**PROPERTY ADDRESS:** East Mt. Airy Avenue
Philadelphia, PA 19150**SERVICE:** Fire Alarm Certification**WORK:** Service provided at the Property is more particularly described on Exhibit "A," an amendment to this Agreement attached hereto and incorporated herein. In the event of any consistency between this description and Exhibit "A," this Agreement will control.

Contractor and Managing Agent hereby agree that Contractor's proposal ("**Contractor Proposal**") may be attached hereto as Exhibit B – Contractor Proposal, (Exhibit "B") solely for reference purposes. In the event of any inconsistency between this Agreement and Exhibit "B", this Agreement will control.

Contractor and Managing Agent hereby agree that the insurance documents required per this Agreement come attached hereto as Exhibit C – Insurance Requirements for Vendors and Contractors, (Exhibit "C"). In the event of any inconsistency between this Agreement and Exhibit "C", the amendment Exhibit "C" will control.

CONTRACTOR:**NAME**
ADDRESSKartman Fire Protection Service
2206 Darby Road
Havertown, PA 19083**TELEPHONE (office)**
EMAIL
FEDERAL I.D. NUMBER(610) 789-7016firekart@aol.com23-2710405**AUTHORIZED REPRESENTATIVE:****NAME**
TITLE
TELEPHONE (cell)
EMAILFrank LindyPartner215-416-7733Flindy@comehometolindy.com

CONTACT PERSON (if different from Authorized Representative)

NAME	name of Contact Person _____
TITLE	title of Contact Person _____
TELEPHONE (cell)	cell # of Contact Person _____
EMAIL	email of Contact Person _____

LINDY COMMUNITIES INFORMATION

CORPORATE OFFICE: 215-886-8030

Mt. Airy Arms

MANAGER	<u>Brita Govens, Community Manager</u>
	<u>267-400-6530</u>

SECTION 3. PAYMENT AND INVOICING

31 Payment. Managing Agent will pay for the performance of the Work the amount set forth in **Exhibit "A"** attached hereto, and said amount to include all applicable taxes, insurance, supervision, overhead and profit, 30 days in arrears.

In the event of any inconsistency between this Section and **Exhibit "A"**, this Section 3 will control. In addition, in the event of any inconsistency between this Section and the remainder of this Agreement, this Section 3 will control.

Managing Agent will not be required to make any payment to or at the request of Contractor until Managing Agent confirms that the Work performed by Contractor is complete and acceptable to Managing Agent. Payments made hereunder will not be deemed to be an admission or approval by Managing Agent of the sufficiency or adequacy of the Work.

32 Invoicing. See Exhibit "A" for particular instructions on invoicing.

SECTION 4. TERM AND TERMINATION

4.1 Term. Unless otherwise canceled pursuant to the terms of this Agreement, the term of this Agreement will commence as of the Commencement Date shown on the first page of

this Agreement. No automatic renewal is in effect or implied. This Agreement will expire at the Termination Date as shown on the first page of this Agreement.

4.2 **Termination**

- A. **Termination with Notice to Cure.** In the event Contractor fails to perform any obligation in this Agreement in a manner satisfactory to Managing Agent, Managing Agent may, by written notice to Contractor, specify in detail the nature of the failure to perform and provide thirty (30) days from receipt of written notice for the Contractor to cure the failure. If the failure remains uncured, in the sole opinion of Managing Agent, at the end of the thirty (30) days a 30-day notice to terminate the Agreement takes effect.
- B. **Termination with or without Cause.** With or without cause, Managing Agent may, by written notice to Contractor, terminate this Agreement upon thirty (30) days written notice for any reason or no reason including, without limitation, the sale of the property by Owner.
- C. **Termination with Cause.** In the event Contractor fails to perform any requirement, term or specification under this Agreement in a manner satisfactory to Managing Agent, then Managing Agent may, without prejudice to any other remedy it may have, upon 5 (five) days written notice to Contractor, terminate this Agreement. Without limiting the foregoing, Managing Agent may, without prejudice to any other rights or remedies of Managing Agent at law, in equity, or under this Agreement, and without any payment to Contractor, complete the Work by whatever means or method Managing Agent may deem expedient or appropriate, and all such costs will be borne by Contractor. Managing Agent may offset such amounts against payments which may otherwise be due Contractor under this Agreement.

By way of description and not by limitation, the following provides examples of Contractor's failure to perform that may trigger a notice of Termination with Cause:

- I. Suffer bankruptcy. For purposes of this Agreement, "bankruptcy" will be deemed to occur when Contractor makes an assignment for the benefit of creditor, files a petition in bankruptcy court, voluntarily takes advantage of any bankruptcy or insolvency law, is adjudicated bankrupt or judicially insolvent, or if a petition or an answer is filed proposing the adjudication of such Contractor as bankrupt, when such Contractor will consent to the filing thereof or 60 days after the filing thereof unless the same will have been discharged, opposed or denied.
- II. Refuse or fail to supply enough properly skilled workers or proper materials to complete the Work in a time specified in this Agreement.

- III. Fail to make prompt payment to Contractor's Personnel, hereinafter define, for labor performed on or material furnished to the job.
 - IV. Disregard or fail to comply with any Legal Requirements or other laws, ordinances, orders and safety and health regulations relating to the Work or the completion thereof.
 - V. Otherwise breach any term, condition or provision of this Agreement, whether said breach is gross negligence or otherwise.
- D. **Not entitled to payment beyond Termination.** If Managing Agent terminates this Agreement, Contractor will not be entitled to receive any further payment under this Agreement for Work performed after the termination of this Agreement or for any Work that was not performed in accordance with this Agreement.

SECTION 5. CONTRACTOR'S DUTIES

51 Contractor's Duties. Contractor will furnish all labor, supplies, materials and equipment to perform the Work at the time or times and as more particularly described in **Exhibit "A"**. Contractor hereby covenants and agrees that the Work will be performed diligently and in a first-class manner, with new and good quality supplies, materials, equipment and workmanship, and will conform to the requirements of this Agreement. Work will be performed in such a manner as to minimize (a) the possibility of any annoyance, interference or disruption to the occupants of the property and their invitees; and (b) damage to Property, any improvements on Property, or any personal property located within Property. Contractor will immediately repair in a manner and to a condition acceptable to Managing Agent, any damage caused by Contractor, or by Contractor's employees (collectively "**Contractor's Employees**") in connection with the Work to such Property improvements or personal property. In addition, Contractor will immediately repair in a manner and to a condition acceptable to Managing Agent, any damage caused by Contractor's agents, representatives, subcontractors, suppliers, materialmen, licensees, invitees, or consultants of either Contractor or its subcontractors of every tier (collectively "**Contractor's Agents**") who provide services or materials in connection with the Work to the Property improvements or personal property. (Collectively, Contractor's Employees and Contractor's Agents are the "**Contractor's Personnel**").

Contractor must report any defects to Managing Agent in writing, before proceeding with its work. If necessary or applicable, Contractor must allow Managing Agent a reasonable time to remedy any defects. If Contractor's work is delayed by Managing Agent's requirement of time to remedy defects, any work completion date set forth in **Exhibit "A"** may be extended pursuant to this Agreement.

The Work will not be deemed complete until all debris generated by performance of this Agreement is cleaned-up and removed from Property, with Managing Agent's consent and if in

compliance with all Legal Requirements (as defined in Section 5.10), placed in a trash receptacle or dumpsite designated by Managing Agent.

If applicable, **Exhibit "D"** sets forth a schedule of Work to be performed, with Contractor hereby acknowledging that Managing Agent will have the right to rely on such schedule in notifying the occupants of Property regarding such Work.

Contractor further agrees to immediately provide to Managing Agent a written update of the schedule previously provided if and when such schedule changes. Contractor recognizes that Contractor's failure to provide any such update to a schedule for the Work will constitute a material default under this Agreement.

52 Contractor's Personnel. Contractor will provide, at its sole cost and expense, any and all Contractor's Personnel as necessary to perform its duties under this Agreement. It is recognized that Managing Agent will rely upon the skill and judgment of Contractor in providing sufficient and qualified labor in Contractor's Personnel.

Contractor will comply with the following:

- A. Contractor's Personnel who enter Property will be qualified to diligently and reputably perform the Work, and will be well supervised by Contractor to ensure that all Work is performed in a first class, workmanlike manner.
- B. Contractor's Personnel will be neat, clean and acceptable to Managing Agent at Managing Agent's sole discretion. Managing Agent may optionally require some or all of Contractor's Personnel to be dressed in a uniform subject to the approval of Managing Agent.
- C. Contractor will, at its sole cost and expense, immediately transfer or release, as Contractor deems appropriate, any of Contractor's Personnel whom, with or without cause, Managing Agent finds unacceptable (as evidenced by a request from Managing Agent to remove such individual(s) from the performance of the Work). Any such transferred or released individual will be immediately substituted by Contractor with a substitute qualified individual who meets the requirements of this Agreement.
- D. Contractor will provide, and Contractor's Personnel will carry, an identification card indicated Contractor's name, the name and photograph of the employee, and union identification, if any.
- E. Contractor will supervise and schedule Contractor's Personnel in performing the Work in accordance with this Agreement, and as more particularly described in **Exhibit "A,"** as well as any further Work as requested by Managing Agent.
- F. Contractor is at all times and remains fully and primarily liable for any action of Contractor's Personnel.

- G. Contractor and all Contractor's Personnel, including Subcontractor and Subcontractor Personnel, are required to procure and maintain the insurance coverages outlined in "**Exhibit C: Insurance Requirements for Vendors and Contractors**" for the duration of the contract.

53 Inspector. "To the extent Contractor is negligent." Contractor will be responsible for the supervision and direction of the Work performed by Contractor's Personnel. Managing Agent has the option to appoint an inspector ("**Inspector**") to oversee or monitor the Work at Property. Managing Agent will inform Contractor of the name of each such Inspector appointed to oversee the Work. Contractor will cooperate fully with Inspector so that Inspector is able to conduct inspections to ensure that all Work is properly performed in compliance with this Agreement.

54 Contractor's Agents. Contractor is at all times responsible for the actions and performance of Contractor's Personnel. The failure of performance by Contractor's Personnel does not relieve, release, or affect in any manner any of Contractor's duties, liabilities or obligations hereunder, and Contractor will at all times be and remain fully and primarily liable hereunder for Contractor's Personnel.

55 Independent Contractor. Contractor is an independent contractor with respect to the Work to be performed hereunder. Any and all of Contractor's Personnel will not, for any purpose, be considered employees or agents of Managing Agent. Contractor is solely responsible to direct and supervise Contractor's Personnel. Contractor has the sole and exclusive right to hire, fire, supervise and direct its employees or agents, appoint supervisors or managerial personnel, set compensation and fringe benefits, establish wages, hours and working conditions, pay and remit all withholding taxes, social security, unemployment and other such monies as may become payable as a result of an employer-employee relationship, and in any and every other way manage the working relationship with Contractor's Personnel. Contractor will comply with all employment laws relative to its employees including, but not limited to, wage and hour laws, workers' compensation laws, immigration laws, OSHA-type laws, and any other such monies as may become payable as a result of an employer-employee relationship.

No third-party beneficiary relationship, nor any joint employer relationship, is created between Contractor's Personnel and Managing Agent.

56 Damages. Contractor will be responsible for all damages of any nature whatsoever, whether involving bodily injury, death or damages to personal or private property caused by or in connection with the Work due to Contractor's gross negligence.

57 Payment of Taxes and Contributions. Contractor will pay any and all taxes and contributions assessed against Contractor, including but not limited to, unemployment insurance, retirement or pension benefits, pensions and annuities now imposed, or hereafter imposed by any applicable law or any governmental unit, which is measured by wages, salaries, or other remuneration paid to persons employed by Contractor in connection with the Work that Contractor is required to perform and/or has performed under the terms of this Agreement. Upon

request of Managing Agent, Contractor will provide copies of its payroll books and records, including payment instruments.

58 Equipment. Contractor will provide all equipment and supplies necessary to perform the Work. Contractor will provide such equipment and supplies as are appropriate, in the professional opinion of Contractor, to perform the duties in the most efficient and safest manner possible. Contractor will only use equipment and supplies for their intended uses, and will discontinue usage of any product which, in the sole discretion of Managing Agent, is inappropriate for its designated use. However, the right of Managing Agent to prohibit usage of a product will not relieve Contractor of its requirement to exercise its professional judgment.

- A. **Equipment Repair and Maintenance:** Contractor will, at its sole cost and expense, perform any and all repairs, maintenance and adjustments to equipment placed at Property in connection with the Work so as to maintain its complete and efficient operation at all times; such repairs, maintenance and adjustment will include but will not be limited to, regularly scheduled repainting/refurbishing of such equipment to maintain a new appearance.
- B. **Equipment/Material Delivery and Storage:** In each and every instance, Contractor will coordinate with Managing Agent Prior to delivery to Property of equipment and/or material used in performing the Work outlined herein. Contractor will not store equipment and/or materials on-site without written permission from Managing Agent, which permission Managing Agent may withhold in its sole and absolute discretion. Storeroom(s), if provided to Contractor in Managing Agent's sole and absolute discretion, will be kept in a neat, orderly and broom clean condition by Contractor at its sole cost and expense. Managing Agent assumes no liability or responsibility for Contractor's equipment or materials stored, placed or otherwise brought to or onto Property.
- C. **Equipment Ratings:** All devices installed, or equipment used by Contractor will meet all federal, state and local ordinances and U.L. ratings or its equivalent standards which pertain to the use of said equipment. Contractor will maintain said equipment in accordance with the original manufacturer's specifications and in accordance with industry standard maintenance procedures.
- D. **Termination/Removal of Equipment and Materials:** Upon expiration or termination of this Agreement, Contractor will, at its sole cost, remove all of its equipment and/or materials placed at the property, leaving the area where the equipment and/or materials were located in neat, orderly and broom clean condition. Said removal will be completed no later than 11:59 p.m. Eastern Time of the same day that this Agreement expires or is terminated.

59 Insurance Requirements. Contractor and all Contractor Personnel, including Subcontractor and Subcontract Personnel agree to have and maintain the minimum requirements set forth in **Exhibit "C"** entitled "Insurance Requirements for Vendors and Contractors", a copy of which is attached hereto and incorporated herein. All policies,

endorsements, certificates, and/or binders shall be subject to approval by Lindy Communities as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by Lindy Communities. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

- A. **Failure to Fulfill:** Any failure to fulfill any insurance obligation contained in this Section 5.09 (or in **Exhibit "C": Insurance Requirements for Vendors and Contractors** attached hereto) will constitute a material breach of this Agreement.
- B. **Right to Examine:** Managing Agent will have the right to examine and copy, or to require duplicate originals of at all times during business hours as requested by Managing Agent, all original insurance policies and additional insured endorsements and all other endorsements secured by Contractor.
- C. **Third Party Consultant:** To the extent that Managing Agent, in Managing Agent sole and absolute discretion, designates a third-party consultant to assist in its analysis and verification of Contractor's compliance with the insurance requirements set forth herein, Contractor will cooperate fully with such third-party consultant and will provide such information as is required of Contractor pursuant to this Agreement.

510 Compliance with Federal, State and Local Law. Contractor will comply with all applicable federal, state, city, county and municipal laws, statutes, ordinances and regulations, including without limitation, any licensing, bonding and permit requirements, applicable to this Agreement and the Work to be provided herein ("**Legal Requirements**"). Contractor will be financially responsible for all the foregoing licensing, bonding and permit requirements. If such compliance is impossible for reasons beyond Contractor's control, then Contractor will immediately notify Managing Agent of that fact and the reasons such compliance is impossible. Contractor shall further comply with and give any notices required by any governmental authority including federal, state, city, county and municipal governmental bodies. In the event of Contractor's failure to comply with any Legal Requirements, Contractor will indemnify Managing Agent in accordance with Section 6.

511 Reporting. Contractor will report to Managing Agent on an "as needed" basis or promptly after Managing Agent makes such a request to Contractor, all items which Contractor or its employees recognize as being in need of repair or replacement, so that Managing Agent will be able to maintain Property in a first-class condition.

512 Non-Discrimination. Contractor, in performing the Work, will not discriminate against anyone because of race, religion, creed, color, national origin, gender, sex, familial status, disability, age, or ancestry, or any other reason set forth in law.

513 Pets. Contractor acknowledges and agrees that in no event will it bring or permit to be brought by any of Contractor's Personnel any pets or animals of any kind onto Property, other than assistance animals specially designated to assist disabled persons. This includes, but is not limited to, any animal kept in vans, pickup trucks and/or tied up on Property.

514 Alcoholic Beverages & Drugs. Contractor acknowledges and agrees that in no event will it bring or permit to be brought by any Contractor's Personnel, any alcoholic beverages or drugs onto Property, whether or not consumed on the Property. Persons consuming any such items on Property will be asked to leave and/or will be immediately removed by Contractor.

515 Community Policies and Rules and Regulations. Contractor agrees to follow the community policies of Property and the Rules and Regulations, copies of which Contractor hereby acknowledges that it has previously received. Neither Contractor nor Contractor's Personnel will loiter around the leasing office, or in any common area, or in any apartment unit while on Property.

516 Checking-in with Managing Agent. On a daily basis, Contractor will "check-in" with Managing Agent prior to beginning that day's Work. Furthermore, Contractor will "check-out" daily at the completion of said day's Work. Any damage of any nature whatsoever, whether involving bodily injury, death, or damages to personal or private property caused by Contractor or in connection with the Work, must be immediately reported to Managing Agent verbally as well as in written form acceptable to Managing Agent before the end of the day when said damage occurred.

SECTION 6. INDEMNIFICATION

61 Indemnified Parties. Notwithstanding anything in this Agreement to the contrary, Contractor hereby covenants and agrees to indemnify, defend and hold harmless Managing Agent and Owner and each of their respective current and former general and limited partners, members, principals, affiliates, directors, officers, shareholders, beneficiaries, trustees, employees, agents, successors and assigns (collectively, the "**Indemnified Parties**") from and against:

- A. Any claim, liability, loss, damages, cost or expense, including, without limitation, reasonable attorneys' fees, awards, fines or judgments, arising by reason of: (1) Contractor's default or breach of any of the provisions of this Agreement; or (2) death, bodily injury, mental anguish to persons, damage to property, whether real or personal, defective work (including, without limitation, defective materials) or in connection with the Work, whether performed by Contractor, and/or by Contractor's Personnel, and whether such claims, liabilities, losses, damages, costs, or expenses arise in tort (including, without limitation, negligence, gross negligence, recklessness, or willful misconduct), or as a result of violations of local, state or federal laws, statutes, ordinances, regulations, common law or contract, except for those claims resulting solely from the negligence or willful misconduct of Managing Agent.
- B. Any taxes, penalties, interest and/or fines assessed by any governmental entity against Managing Agent or Owner that is connected to Contractor in performing the Work as described in this Agreement.

62 Indemnification. To the fullest extent permitted by law, Contractor agrees to hold-harmless and indemnify the Indemnified Parties, regarding any past, present, and/or future claims relating to or arising out of the Work and caused by Contractor's negligence or willful misconduct. If a court, mediator, arbitration panel, or other body finds that Indemnified Parties are liable with respect to claims arising out of the Work and caused by Contractor's negligence or willful misconduct, Contractor agrees to compensate Indemnified Parties for any damages awarded against Indemnified Parties. In claims against any person or entity indemnified under this Section 6.01 by Contractor or Contractor's Personnel, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

63 Release. Contractor will assume the entire and exclusive responsibility and liability as described above for any activity by Contractor's Personnel, and will ensure that any of the Contractor's Personnel, including as the term Contractor's Personnel is defined, any subcontractor, will indemnify Managing Agent in the same manner as this Agreement requires Contractor to indemnify Managing Agent.

64 Warranty. The Contractor warrants to the Managing Agent that materials and equipment furnished under the Contract will be of good quality. The Contractor further warrants that the Work will be free from defects, except for those inherent in the quality of the Work this Agreement requires or permits. Work, materials or equipment not conforming to these requirements may be considered defective.

SECTION 7. WORKS MADE FOR HIRE; CONFIDENTIALITY; TRADEMARKS; AUDIT; SURVIVAL

71 Works made for Hire. All information, reports, studies, computer programs (object or source code), customer lists, work products, works of authorship, creative or audiovisual works, and other tangible or intangible material produced by or as a result of the Work will be the sole and exclusive property of Managing Agent in its role as agent for Owner, it being intended that such material will be "works made for hire," of which Owner will be deemed the author. To the extent that notwithstanding the foregoing such material is not deemed "works made for hire" under applicable law, Contractor hereby irrevocably grants, assigns, transfers, designates, and sets over under Managing Agent in its role as agent for Owner, all right title and interest of any kind nature or description in and to such material.

72 Confidentiality. Contractor acknowledges and agrees that the tangible and intangible information obtained or developed in connection with the performance of this Agreement is deemed to be considered confidential and proprietary information ("**Confidential Information**"). Contractor will not disclose Owner's Confidential Information to any other entity or persons without Managing Agent's prior consent. Contractor will not: (i) make any use or copies of the Confidential Information except as required to provide services in connection

with the Work; (ii) acquire any right in or assert any lien against the Confidential Information; (iii) sell, assign, lease, or otherwise dispose of Confidential Information to third parties or commercially exploit such information; or (iv) refuse for any reason to promptly return Confidential Information to Managing Agent if so requested. Upon termination of this Agreement, Contractor will promptly return or, if so requested, destroy any Confidential Information in its possession (including all copies thereof) or in the possession of Contractor's Personnel. Contractor agrees to notify Managing Agent promptly and in writing of any circumstances of which Contractor has knowledge relating to any possession, use or knowledge of any portion of the Confidential Information by any unauthorized person.

73 Trademarks. Contractor acknowledges that Managing Agent in its role as agent for Owner is the sole and exclusive owner of the respective trademarks, service marks, trade names and logos of Property (together, the "**Marks**"). Contractor agrees that it will not make any use of the Marks except with Managing Agent's prior written consent. Contractor agrees and acknowledges that it will not acquire any interest in the Marks or the goodwill associated with the Marks by virtue of this Agreement or Contractor's use of the Marks. Any work product generated as a result of the Work contemplated hereunder will be deemed a "work for hire" owned exclusively by Managing Agent in its role of agent for Owner. In any event, Contractor hereby assigns any right it may have in such work product to Managing Agent in its role as agent for Owner.

74 Audit. Contractor agrees upon reasonable request to substantiate that Contractor's billing is in conformity with the terms of the agreement and to furnish documents verifying each charge billed to Managing Agent on a time and material basis or to the extent required by law.

75 Survival. The provisions of this Section 7 will survive the expiration or other termination of this Agreement.

SECTION 8. LIENS AND ENCUMBRANCES

81 Liens and Encumbrances. Contractor will not, at any time, suffer or permit any lien or attachment or encumbrance to be imposed by any person, firm or corporation upon the Property or any improvements thereon, by reason of any claim or demand against Contractor, Contractor's Personnel, or otherwise. Contractor hereby agrees to indemnify, defend, and hold harmless the Indemnified Parties (as defined in Section 6 above) from and against any and all costs, losses, liabilities, claims, demands, and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising from any mechanic's materialmen's or any other lien filed against the Property in connection with any labor, materials, or services furnished by or through Contractor upon or in connection with the Property.

- A. This indemnity will survive the termination of this Agreement.
- B. Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of any or all of Contractor's Personnel and a release of lien

respecting the Work at such time or times and in such forms as may be reasonably requested by Managing Agent.

- C. Managing Agent will have the right to cure any liens, attachments or encumbrances in the event Contractor fails to do so and charge Contractor for any amount expended curing such items (including, without limitation, offsetting such amounts against payments which may otherwise be due Contractor under this Agreement).
- D. If required by Managing Agent: (i) executed and notarized lien waivers for material and labor in a form satisfactory to Managing Agent, must accompany each invoice for payment submitted by Contractor; and (ii) Contractor will furnish Managing Agent with sworn affidavits, Contractor's sworn statement and any other documentation as may be required by Managing Agent.

SECTION 9. ASSIGNMENTS AND SUBCONTRACTS

9.01 Assignments and Subcontracts. It is expressly understood and agreed that this Agreement is personal to Contractor and was awarded to Contractor based upon its professional skills, knowledge, and expertise. Contractor will have no right, power, or authority to assign this Agreement or any portion thereof to any third party, either voluntarily or involuntarily, or by operation of law. Contractor will have no right, power, or authority to subcontract or assign the Work or any part thereof, without Managing Agent's written approval, which may be withheld or denied in Managing Agent's sole and absolute discretion. Neither approval nor consent by Managing Agent for Contractor to enter into any subcontract or the failure or performance thereof by any such subcontractor will relieve, release or affect, in any manner, any of Contractor's duties, liabilities or obligations hereunder, and Contractor will be and remain liable hereunder to the same extent as if no subcontract had been permitted, made, or entered into. Except to the extent above indicated, all of the rights, benefits, duties, liabilities and obligations of the parties hereto will inure to the benefit of and be binding upon their respective successors and assigns.

SECTION 10. NON-RECOURSE AGREEMENT

10.01 Non-Recourse Agreement. It is expressly understood and agreed by and between the parties hereto that, notwithstanding anything contained in this Agreement to the contrary, Contractor (or any person claiming by, through or under Contractor) will have no personal recourse for the payment or performance of any obligation under, or for any claim based on this Agreement and against Managing Agent or against any other Indemnified Party under this Agreement beyond the interest of Owner in Property. Contractor hereby releases and waives all personal liability of the above-described persons and entities arising from or in any way connected with this Agreement or the Work. A negative capital account of any partner or sub-partner will not be deemed an interest of Managing Agent in Property, and recourse under this

Agreement will not under any circumstances extend to any such negative capital account. Contractor acknowledges and agrees that Managing Agent would not have entered into this Agreement without the benefit of the provisions of this Section 10.

SECTION 11. ENVIRONMENTAL COMPLIANCE

11.1 No Violation of Environmental Laws. Contractor represents, warrants and covenants to Managing Agent that Contractor will at no time use or permit Property to be used in violation of any applicable laws, codes and/or regulations, including, but not limited to any laws regarding waste disposal or other environmental laws. Contractor will assume sole and full responsibility for, and will remedy at its sole cost and expense, all such violations, provided that Managing Agent's approval of all remedial actions will be first obtained in writing, which approvals will not be unreasonably withheld. Contractor will at no time use, generate, release, store, treat, dispose of, or otherwise deposit in, on, under, or about Property, any material or substance which may be hazardous or toxic as determined from time to time by any governmental body or by Managing Agent ("**Hazardous Materials**"), or permit or allow any third party to do so, without Managing Agent's prior written consent, which may be granted or withheld in Managing Agent's sole and absolute discretion. Contractor's compliance with all applicable laws, codes and/or regulations will be at Contractor's sole cost and expense. Contractor will pay or reimburse Managing Agent for any cost or expense incurred by Managing Agent, respectively, including reasonable attorneys', engineers', and consultants' fees, to approve, consent to, or monitor the above requirements for compliance with applicable laws, codes and/or regulations, including, without limitation, above and below ground testing.

11.2 Ownership and Removal of Specified Items. Any and all chemical containers, vessels or other equipment brought onto Property by Contractor will remain the property of Contractor. Upon notification from Managing Agent, Contractor will cause such items to be removed from Property and properly disposed of, in accordance with applicable laws, codes and/or regulations at Contractor's sole cost and expense.

11.3 Material Safety Data Sheets. Contractor will provide to Managing Agent any Material Safety Data Sheets ("MSDS") required pursuant to the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) ("OSHA"), as amended from time to time and regulations promulgated hereunder.

11.04. Owner's Right to Self-Perform. If Contractor fails to comply with the provisions of this Section #11, Managing Agent will have the right, but not the obligation, without in any way limiting Managing Agent's other rights and remedies under this Agreement, at law, or in equity, to take such actions as Managing Agent deems necessary or advisable to clean up, remove, resolve, or minimize the impact of, or otherwise deal with any Hazardous Materials on or affecting the Property due to Contractor's acts or omissions. The cost of exercising all rights will be payable by Contractor to Managing Agent upon demand.

11.05 Presence of Lead or Asbestos Containing Materials (ACM's). Managing Agent agrees to notify Contractor if Managing Agent is aware or becomes aware prior to the

completion of Work of the existence of asbestos, lead, or other hazardous material in any common area, mechanical room, apartment unit, or other place in the building where the Contractor's Personnel are or may be required to perform Work. In the event it should become necessary to abate, encapsulate or remove the foregoing hazardous materials from the building, Managing Agent agrees to be responsible for such abatement encapsulation or removal, and any governmental reporting, and in such event Contractor will be entitled to (i) delay its work until it is determined to Contractor's satisfaction that no hazard exists; and (ii) reasonable compensation for delays encountered.

SECTION 12. IMMIGRATION REFORM AND CONTROL ACT, AND OFFICE OF FOREIGN ASSET CONTROL

121 Immigration Reform and Control Act. Contractor is aware of the requirements and restrictions imposed on it by the Immigration Reform and Control Act of 1986 and will comply with its applicable requirements in performing its obligations. Without limiting the foregoing, Contractor further warrants that it has (1) verified that Contractor's Personnel are legally authorized to work in the United States for the duration of all services provided to Managing Agent; (2) required Contractor's Personnel to complete and execute Sections 1 and 2 of the DHS Form I-9; and (3) processed Contractor's Personnel through Department of Homeland Security Employment Eligibility Verification "E.E.V."

122 Office of Foreign Asset Control. Contractor warrants and represents to Managing Agent that Contractor is not, and will not become, a person or entity with whom Owner is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transaction or be otherwise associated with such persons or entities.

SECTION 13. NOTICES.

131 Notices. Any written notice made or required to be given by Contractor to Managing Agent will be addressed to the address specified in Section 2. Any written notice made or required to be given by Managing Agent to Contractor will be addressed to the address specified in Section 2.

132 Notice Delivery. Any and all written notices will be delivered in person, by certified or registered mail, with return receipt requested, or by reputable private courier (e.g., Federal Express, UPS), and will be deemed effective after deposited in the United States Post Office, postage prepaid, and addressed as above provided, or when delivered (or when delivery is attempted). The parties hereto may, by notice in writing, designate another address to which notice will be given pursuant to this Agreement.

SECTION 14 MISCELLANEOUS

141 Waiver. No provision of this Agreement will be deemed waived unless waived in writing by the party benefitted by such provision. Any failure of Contractor or its insurer to comply in full with any provisions of this Agreement and any failure by Managing Agent to enforce the provisions of this Agreement will in no way constitute a waiver by Managing Agent of any contractual right hereunder, unless such waiver is in writing and signed by Managing Agent.

142 Severability. In the event that any provisions of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof will remain in full force and effect.

143 Amendments. This Agreement may be modified only in writing signed by the parties.

144 Choice of Law. The laws of the State of Pennsylvania, as well as the local laws of the county and municipality wherein the Property is located, will govern this contract.

14.05. Advice of Consultants. Contractor represents that it has reviewed this Agreement, including all exhibits (including, without limitation, the scope of the Work to be performed pursuant to this Agreement) with attorneys, accountants, advisors, and such other consultants of Contractor as Contractor deems necessary and appropriate. The parties agree that the fact that one or the other has drafted and prepared this Agreement will not result in any provision of this Agreement being construed against such drafting party.

146 Time of the Essence. Time is of the essence with respect to the performance of all obligations under this Agreement.

147 Entire Agreement. All negotiations and agreements are merged herein, and there are no provisions, covenants, or other agreements between the parties other than those contained herein or incorporated herein by reference. This agreement is the entire agreement between the parties hereto with respect to the subject matter hereof.

148 Rights of Enforcement. The parties agree that despite the fact that Owner and the Indemnified Parties are not signatories to this Agreement, the Owner and the Indemnified Parties will have an independent right to enforce the indemnification (Section 6) and any other provisions of this Agreement that are for the express or implied benefit of such parties.

149 Force Majeure. Under no circumstances will either party be liable for any loss, damage or delay due to any cause beyond either party's reasonable control including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, or act of God.

14.10 Limitation of Liability. Under no circumstance will Managing Agent or Owner be liable for any special, indirect, liquidated, consequential or any other type of damages of any kind. Damages are limited to direct damages and capped by the amount of compensation Contractor is to receive pursuant to the Agreement.

14.11. Sale of Building. In the event during the term of this Agreement, Property should change ownership, Managing Agent in its role as agent for Owner may assign the contract as part of the sale. Notwithstanding the above, as set forth in Section 4.02(B), Managing Agent will have the right to cancel the contract upon sale by providing thirty (30) days written notice of termination.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Agreement as of the date set forth above.

MANAGING AGENT (LINDY COMMUNITIES), solely as Agent for Owner

By:

Signature:

Title

Frank Lind
EL 2/2
Lind
Lindy Communities

CONTRACTOR

Authorized signatory:

By: (printed name)

Signature:

Title:

Jonathan Kartman
JAK
President



EXHIBIT A – Scope of Work

This amendment (“**Exhibit A**”) describes the Service to be performed at the Property (the “**Work**”), in accordance with this Agreement.

Service: Fire Alarm Monitoring

Contractor agrees to furnish all labor, equipment, materials, supervision and transportation to diligently, responsibly and professionally perform the Service called for by the terms of this Scope of Work.

The following Appendixes are hereby incorporated into this Scope of Work:

Appendix 1 – “Price List”

Appendix 2 – “Task and Frequency List”

Appendix 3 – “Description of Fire Alarm System Components”

Appendix 4 – “Location of Devices”

Definitions:

The term (“**AJH**”), or Authority Having Jurisdiction, is defined as an organization having jurisdiction for enforcing the codes and standards set by the National Fire Protection Agency (NFPA), for example, a local fire marshal.

The term (“**Fire Alarm System**”) is defined as a number of devices working together to detect and warn people through visual and audio appliances when smoke, fire, carbon monoxide or other emergencies are present.

- These devices may be alarms activated automatically from smoke detectors, and heat detectors; or they may be alarms activated via manual fire alarm activation devices such as manual points or pull stations.
- Alarms may be motorized bells, wall mountable sounders, or horns. Alarms may also be speaker strobes that sound an alarm, followed by a voice evacuation message that warns people inside a building not to use the elevators.

The term (**“Panel”**) is defined as the fire alarm control unit or panel.

The term (**“Impairment”**) is defined as any adjustment, replacement or repair that is necessary to ensure proper working function of the Fire Alarm System.

The term (**“Inspection”**) is defined as a visual examination of a portion of a Fire Alarm System to verify that it appears to be in operating condition and is free from physical damage.

The term (**“Maintenance”**) is defined as actions required to maintain good working operation of the Fire Alarm System such as repair, adjustment, and replacements.

The term (**“Qualified Personnel”**) is defined as persons who have developed competence in conducting fire alarm services.

Training:

- Qualified Personnel to have one or more of the following qualifications as identified in NFPA 72:
 - Factory trained and certified
 - Certified by the National Institute for Certification in Engineering Technologies – (“Fire Alarm Certified” or “Fire Alarm Technician”)
 - Trained, qualified and employed by an organization listed by a national testing laboratory for the servicing of fire alarm systems.

Experience:

- Qualified Personnel to have at least five years experience with fire alarm equipment of a similar size and type as the equipment at Property.

The term (**“Testing”**) is defined as a procedure used to physically determine the operational status of a portion of the Fire Alarm System.

*For further technical definitions see: Appendix 3 – Description of Fire Alarm System Components

Equipment:

Contractor to provide all necessary equipment, tools, and supplies to perform Service.

Contractor to provide the appropriate safety equipment such as hardhats and kneepads for interstitial floors (floors having intervals between planks).

Contractor’s Duties:

Contractor to perform duties in a safe and competent manner at all times.

Contractor to operate equipment according to manufacturer's directions.

Contractor to keep cords and tools secure, and to keep all mechanical, electrical and control room doors closed and locked.

Contractor to report any unsafe conditions to Managing Agent.

Managing Agent Duties:

Managing Agent to provide free access to the equipment.

Managing Agent to provide suitable electrical service.

Managing Agent to provide contacts to Contractor for immediate response when an Impairment may compromise system operation.

Initial Documentation:

Prior to initial Service. Managing Agent to provide Contractor with available information regarding the Fire Alarm System such as the certificate, system alterations, specifications, wiring diagrams, and floor plans. Appendix 4: "Location of Devices" provides an inventory of all devices.

Within (10) days of initial Service. Contractor to conduct an Inspection of the Fire Alarm. The components inspected to include but not be limited to the following:

1. Fire Alarm Control Panel: Monitoring alarm, supervisory, and trouble signals – fuses, interfaced equipment, lamps and LEDs, primary power supply
2. Power Source Batteries (UPS): Control Panel Trouble Signals, Fiber Optic Connections
3. Building Safety Interfaces
4. Initiating Devices: Air Sampling, Duct Detectors, Electromechanical release devices (magnetic hold open devices), Fire extinguishing systems, Fire alarm boxes, Heat detectors, Radiant energy fire detectors, Smoke detectors, Supervisory signal devices Water flow devices.

5. Fire Command Center
6. Notification Appliances
7. Supervising Station Fire Alarm System
8. Voice Evacuation System
9. Annunciator
10. Central Station

After the initial Inspection. Contractor to describe in a written report any Impairment, along with its recommended corrective action. Contractor to bring to the attention of Managing Agent the information revealed from the initial Inspection.

Standards for Inspection, Testing, and Maintenance:

For detail of Inspection, Testing and Maintenance standards, see Appendix 2: "Task & Frequency Schedule."

Inspection, Testing, and Maintenance to be performed, at a minimum, under the direct onsite supervision of a state-licensed Fire Alarm Technician.

Inspections, Testing, and Maintenance to be implemented in accordance with procedures established in NFPA 72, latest edition, in accordance with the manufacturer's instructions and further, as referenced in the State uniform fire code and specifically [applicable State code reference _____].

Contractor agrees to comply with recommendations of the Building Department or any Insurance Company insuring the Alarm System.

Standards for Tracking and Reporting:

Contractor to use NFPA's "Inspection and Testing Form," as appropriate for the inspection and testing work being performed. Contractor may substitute a similar inspection and testing form if acceptable to Managing Agent, provided the substitute form includes at a minimum all of the information required by NFPA 72.

Reports to be provided on a monthly basis. Contractor to complete all reports in a complete and legible manner.

Report to include any activity in the previous month and any requirement by federal state

or local agencies having jurisdiction. Report to include the date, time, procedures performed, and the results. Report to include a breakdown of cost, separately listing labor and parts. Report to be signed by the person(s) performing the work.

Contractor to meet with Managing Agent after each Service to discuss the findings. Each impairment found during the visit to be identified in writing, as well as any necessary corrective action, and explained to Managing Agent by Contractor. Any impairment based on code compliance must include a reference to the specific code.

A copy of each report to be delivered to Managing Agent within two working days of completion of Service. A second copy of the report to be physically left at the location inspected. Contractor to keep a copy of the report for the permanent record.

Contractor to maintain a separate record of each Panel covered under this agreement. This record to be updated whenever any Service has been performed on the system.

Impairments:

All Impairments to be corrected as part of Service. Approval is not required from Managing Agent for any corrective action that costs under \$500.

If corrective action is expected to cost over \$500 and the Impairment is such that it may result in the inability of the Fire Alarm System to operate adequately in the event of a fire, Contractor to immediately reach the Managing Agent, describe the Impairment, and its recommended corrective action. If Contractor is unable to reach Managing Agent, Contractor to reach any other contact name provided, and in addition, to follow up in writing within 24 hours to Managing Agent with a description of the Impairment and the recommended corrective action. Approval from Managing Agent is required before Contractor may implement the corrective action.

If corrective action is expected to cost over \$500 and the Impairment is not such that it may result in the inability of the Fire Alarm System to operate adequately in the event of a fire, Contractor to describe the Impairment in its monthly report, along with the recommended corrective action. Approval from Managing Agent is required before Contractor may implement the corrective action.

Any failed field devices to be marked by affixing a noticeable, removable stick-on dot. The dots to be of uniform color throughout the Fire Alarm System.

Prior to any corrective work for an Impairment, Contractor to contact Managing Agent to arrange a site visit to the property. Site visits will not be allowed without prior notification to Managing Agent.

Before proceeding with any Testing that could result in the notification devices sending signals or alarms to the occupants of apartment buildings, the occupants to be notified in advance of the Testing.

Managing Agent, fire department districts and central offices, code enforcement official and central supervisory station to be notified by Contractor when the Fire Alarm System is taken out of operation, and when it is returned to operation.

MANAGING AGENT (LINDY COMMUNITIES), solely as Agent for Owner

A handwritten signature in black ink, appearing to be "ML", is written over a horizontal line.

Lindy Communities

CONTRACTOR

A handwritten signature in black ink, appearing to be "John A.", is written over a horizontal line.

KARTMAN

FIRE PROTECTION SERVICES, INC.

2206 Darby Road · Havertown, PA 19083
(610) 789-7016 · Fax (267) 775-3411

5K

Building Name	Address	City	Zip	FA Cert	Price	EL Cert	Price	Monitoring	Price	FE
450 Apartments	450 Forrest Ave.	Norristown	19401							11/16/2018
Elkins Park Terrace	22 E Township Line	Elkins Park	19027	10/23/2018	\$ 675.00	10/23/2018	\$ 450.00	4/22/2019	\$ 540.00	11/1/2017
Enclave	3900 Gateway Drive	Philadelphia	19145							11/12/2018
Fountain Gardens	2901 Welsh Road	Philadelphia	19152		\$ 1,125.00		\$ 575.00			4/6/2019
Gardens of Mt Airy	1133 E Mt Airy Ave	Philadelphia	19150	11/27/2018	\$ 1,125.00		\$ 425.00			
Gateway Towers	3600 Sheafs Road	Philadelphia	19145							11/12/2018
Joshua House	2607 Welsh Road	Philadelphia	19114	5/10/2018	\$ 2,250.00		\$ 1,125.00			
Longwood Manor	2401 Benson Street	Philadelphia	19152	4/16/2018	\$ 1,125.00		\$ 1,125.00			2/14/2019
Meadowbrook Apartments	200 Meadowbrook	Huntingdon Valley	19006	9/24/2018	\$ 3,375.00					9/17/2018
Mt Airy Arms	1601-51 E Mt Airy	Philadelphia	19150	9/6/2018	\$ 1,125.00	9/6/2018	\$ 875.00	10/1/2018	\$ 528.00	12/5/2018
Overlook Hills	1569 Edgehill Road	Abington	19001	10/30/2018	\$ 1,125.00	10/30/2018	\$ 1,125.00			5/29/2018
Park At Westminster	600 Valley Road	Warminster	18976	7/24/2018	\$ 2,250.00	7/24/2018	\$ 1,675.00			4/2/2019
Piazza @ Jenkintown	Old York Road	Jenkintown						5/1/2019	\$ 2,700.00	5/4/2018
Rosedale Court	2223 Florey Lane	Abington	19001	5/15/2019	\$ 1,125.00	5/15/2019	\$ 1,125.00			5/22/2018
Sedgwick Gardens	440 West Sedgwick	Philadelphia		5/2/2019	\$ 1,125.00	5/2/2019	\$ 1,125.00			3/22/2019
Stanbridge	38 Jenkins Avenue	Lansdale	19446		\$ 1,125.00		\$ 575.00	2/5/2019	\$ 360.00	
Warrington Place	1700 Street Road	Warrington	18976		\$ 3,375.00		\$ 2,250.00			4/3/2019
Westgate Arms	1521 W Main	Norristown								5/23/2018
Willow Bend	944 E Johnston	Philadelphia		10/4/2018	\$ 1,125.00	10/4/2018	\$ 575.00	11/1/2018	\$ 792.00	1/11/2019
York House North	1320 West Sommerville	Philadelphia	19141	6/1/2019	\$ 2,300.00	6/1/2019	\$ 1,125.00	2/1/2019	\$ 360.00	
York House South	5325 Old York Road	Philadelphia		2/25/2019	\$2300.00 Annual \$575.00 per quarter inspection (3- quarterly inspections) Must have full annual inspection DONE AT QUARTER 4	2/25/2019	\$ 1,125.00	8/1/2018	\$ 360.00	

Appendix 1 - Price List

KARTMAN

FIRE PROTECTION SERVICES, INC.

2206 Darby Road
HAVERTOWN, PENNSYLVANIA 19083

(610) 789-7016
FAX (610) 789-3803

Invoice

DATE	INVOICE #
9/6/2018	79230

BILL TO:

Lindy Property Management
Billbox #00 - karfire - 170
PO BOX 7559
Hicksville, NY 11802-7559

SHIP TO:

Mount Airy Arms
1651 East Mount Airy Avenue
Philadelphia, PA 19150
215-242-4235 fax 215-242-9605
Melissa 610-858-0994

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	Due on receipt	NH	9/6/2018		MC BS	
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
1	CERTIFY - C...	Conduct annual test & certification of automatic fire alarm system in accordance with local and national fire codes.			935.00	935.00
1	LIGHT CERT...	Conduct annual test & inspection of the emergency lighting.			935.00	935.00
<div><div>K</div><div>RTMAN</div><div>RE P</div><div>CTION SERVICES, INC</div></div>						
Upgrades and or service is required in order to meet certification requirements...proposal to follow.					Subtotal	\$1,870.00
					Sales Tax (6.0%)	\$0.00
					Total Including Tax	\$1,870.00
					Payments/Credits	\$0.00
FOR YOUR CONVENIENCE WE ACCEPT VISA, MASTERCARD & AMEX					TOTAL	\$1,870.00

Appendix 2 - Frequency & Task List

			Frequency			
			monthly	quarterly	semi - annually	annually
Fire Alarm Control Panel	1	Control equipment - Verify correct receipt of alarm, supervisory, and trouble signals (inputs), operation of evacuation signals and auxiliary functions (outputs), circuit supervision including detection of open circuits and ground faults, and power supply supervision for detection of loss of AC power and disconnection of secondary batteries.				X
	2	Single or multiple circuits providing interface between two or more control panels - Verify integrity. Operation or simulating operation of the equipment being supervised shall test interfaced equipment connections				X
	3	Control Unit trouble signals – Audible and visual, Disconnect switches, Ground fault monitoring circuit, Transmission of signals to Central Station				X
	4	A trouble condition - Created and verify receipt of a trouble signal at the off-premises location.				X
Power Source: Batteries (UPS)		Note - An electronic battery router may be used to perform the battery load test providing the test results are properly documented.				
Battery Connections	1	Inspect for corrosion or leakage.				
Battery terminals or connections	2	Check to ensure tightness.				
Lead acid	3	Clean and coat if necessary.				
Lead acid	4	Visually inspect electrolyte level.				
Lead acid	5	Discharge test (30 minutes), load voltage test, check specific gravity.			X	
	6	Charger test				X
	7	Nickel Cadmium - Discharge test				X
	8	Nickel Cadmium - Load voltage test			X	
	9	Sealed lead acid - Discharge test				
	10	Sealed lead acid - Load voltage test			X	X
	11	All primary (main) power supplies shall be disconnected and the occurrence of required trouble indication for loss of primary power shall be verified. The system's standby and alarm current demand shall be measured or verified and, using manufacturer's data, the ability of batteries to meet standby and alarm requirements shall be verified. General alarm systems shall be operated for a minimum of 5 minutes and emergency voice communications systems for a minimum of 15 minutes. Primary (main) power supply shall be reconnected at end of test. (Is the last sentence a				
	12	Battery charger - Check operation in accordance with a charger test for the specific type of battery.				
	13	UPS system - Verify correct operation if a UPS system dedicated to the fire alarm system is used as a required power source.				
Building Safety Interfaces	1	Control functions - Verify correct operation and document in the test report. Control functions shall include magnetically held door release, air handler shutdown, security door control, damper control, roll down shutter controls and miscellaneous controls.				X
	2	Fire alarm controlling point - Check and note status on the test report in the event a control action does not occur. When used, a fire alarm interface relay shall be checked and its status noted in the test report.				X

			Frequency			
			monthly	quarterly	semi - annually	annually
		Smoke detectors - Test in place to ensure smoke entry into the sensing chamber and an alarm response.				X
		Notes - Testing with smoke or listed aerosol approved by the manufacturer shall be permitted as acceptable test methods. Other methods approved by the manufacturer that ensure smoke entry into the sensing chamber shall be permitted.				
		Any discrepancies in the number of devices tested to the number of devices programmed shall be explained and documented.				
		A recent programmer's report may be used for comparison in lieu of the stepping process. Missed devices shall be tested.				
Initiating Devices						
1		Initiating device - Actuate and verify receipt of alarm signal at the off-premises location.				
		Smoke detectors - Perform one of the tests below to ensure its within its listed and marked sensitivity range:				
		> Calibrated test method				
		> Manufacturer's calibrated sensitivity test instrument.				
		> Listed control equipment arranged for the purpose.				
		> Smoke detector/control unit arrangement whereby the detector causes a signal at the control unit when its sensitivity is outside its listed sensitivity range.				
		> Other calibrated sensitivity test method approved by the authority having jurisdiction.				
3		Smoke detectors with control output functions - Verify that the control capability shall remain operable even if all of the initiating devices connected to the same initiating device circuit or signalling line circuit are in an alarm state				X
4		When testing cross-zoned detection devices one sensor or detector on each zone shall be operated. Occurrence of correct sequence with operation of first zone and then with operation of second zone shall be verified.				X
5		Manually operated fire alarm boxes - shall be operated per the manufacturer's instructions. Key-operated presignal and general alarm manual fire alarm boxes shall both be tested.				X
6		Heat detector - Perform testing with a heat source per the manufacturer's recommendations for response within one minute. A test method shall be used that is recommended by the manufacturer or other method shall be used that will not damage the nonrestorable fixed-temperature element of a combination rate-of-rise/fixed-temperature element detector.				X
7		Beam detectors - Test by introducing smoke, other aerosol, or an optical filter into the beam path.				X
8		Sensitivity testing should be performed on initiating devices every two years and in accordance with NFPA 72.				X
9		The number of detection devices tested shall be compared to the number of devices programmed into the control panel by stepping through the device menu.				X
Notification Appliances						
1		Audible devices - Test for correct operation. The location and model number of each audible device shall be noted in the test report. Audible information shall be verified to be distinguishable and understandable.				

		Frequency		
		monthly	quarterly	semi - annually
				annually
2	Visual appliances - Test for correct operation. The location and model number of each device shall be noted in the test report.			
3	Individual notification appliances - Test by activating the signal circuit at the panel.			
4	Notification circuits - Test by activating an initiating device and noting correct circuit operation.			
Supervising Station Fire Alarm System				
1	Initiating devices - Actuate and verify receipt of the correct initiating device signal at the supervising station within 90 seconds.			
2	Fire alarm - Verify transmission to the local fire department by the Central Station.			
Annunciator				
1	Annunciators - Verify correct operation and identification. If provided, the correct operation of annunciator under a fault condition shall be verified.			
2	Remote annunciators - Verify correct operation and identification of annunciators. If provided, the correct operation of annunciators under a fault condition shall be verified.			
Voice Evacuation System				
1	Emergency Voice/Alarm Communications Equipment - Manual test of power supply, Check of sound levels (sound measurements), verify audible information (pre-recorded messages)			
Central Station				
1	Central Station - Checked for confirmation that fire alarm announcement is being properly relayed to the supervising Central Station. It shall also be confirmed that the Central Station is immediately announcing the fire alarm signal to the local fire department.			
Supervisory Device				
1	Supervisory device - Actuated and receipt of a supervisory signal at the off- premises location shall be verified. If a transmission carrier is capable of operation under a single- or multiple-fault condition, an initiating device shall be activated during such fault condition and receipt of a trouble signal at the off-premises location shall be verified, in addition to the alarm signal.			
	<i>Notes - Before proceeding with any Testing that could result in the notification devices sending signals or alarms to building occupants, building occupants to be notified of the Testing in advance.</i>			
	<i>Elevator testing shall be done on weekdays afterhours. Contractor shall supply two employees. MD Anderson Facilities shall provide one elevator technician to assist in elevator recall testing.</i>			
Additional - Elevator Recall & AHU Shutdown				
1	Primary recall - Test for each floor other than the alternate floor on all elevators equipped with primary recall.			
2	Alternate recall - Test for the primary floor for each elevator equipped with alternate recall.			
3	Air duct detectors - Test or inspect to ensure that the device will sample the air stream. The test shall be made in accordance with the manufacturer's instructions.			
Additional - HVAC				
1	Fan - Test shutdown operation			
2	Smoke dampers - Test electromechanical operation			
3	Smoke control system - Test operation			

Appendix 3 - Description of Fire Alarm System Components

Annunciator: a component that gives the same read outs as the Control Panel and is only needed when control panel is not in a convenient spot. Remote annunciators are used at desks.

Building safety interfaces: An interface that allows the fire alarm system to control aspects of the built environment and to prepare the building for fire, and to control the spread of smoke fumes and fire by influencing air movement, lighting, process control, human transport and exit. Electromechanical release devices (magnetic hold open devices).

Central Station: Fire system is monitored by an alarm company 24/7; they then notify your predetermined responding parties if it is activated.

Fire alarm control panel: The controlling component of a Fire Alarm System. The panel receives information from devices designed to detect and report fires, monitors their operational integrity and provides for automatic control of equipment, and transmission of information necessary to prepare the facility for fire based on a predetermined sequence. The fire alarm control panel should be located at a mutually agreed upon location between the building owner and authority having jurisdiction.

Further notes: Safety Office Equipment or House Manager Office Equipment (Main Panel) - Tests shall be performed on all system functions and features in accordance with the equipment manufacturer's instructions for correct operation. Initiating devices shall be actuated and receipt of the correct initiating transmitting device signal shall be verified.

Fire Command Center: Required at every hi-rise property with an occupied floor located more than 75 feet above fire department vehicle access. This also houses the fire alarm control panel.

Initiating Devices: Components that act as inputs to the fire alarm control panel and are either manually or automatically activated. This includes devices such as Air Sampling, Duct Detectors, Fire extinguishing systems, Fire alarm boxes, Heat detectors, Radiant energy fire detectors, Smoke detectors, Supervisory signal devices Water flow devices.

Notification Appliances: This component uses energy supplied from the fire alarm system or other stored energy source, to inform the proximate persons of the need to take action, usually to evacuate. This is done by means of a pulsing incandescent light, flashing strobe light, electromechanical horn, electronic horn, chime, bell, speaker, or a combination of these devices.

Power Source: Batteries (UPS): Can be a primary battery, secondary battery, or an Uninterruptable Power Source (UPS) system

- Batteries shall be replaced in accordance with the recommendations of the alarm equipment manufacturer or when the recharged battery voltage or current falls below the manufacturer's recommendations.
- Fiber Optic Wiring – fiber optic transmission line shall be tested in accordance with the manufacturer's instructions.

Supervisory device: An initiating device such as a valve supervisory switch, water level indicator, duct detector, or low air pressure switch on a dry-pipe sprinkler system in which the change of state signals an off-normal condition and its restoration to normal of a fire protection or life safety system; or a need for action in connection with guard tours, fire suppression systems or equipment, or maintenance features of related systems.

Supervising Station Fire Alarm System: A facility that receives signals and at which personnel are in attendance at all times to respond to these signals.

Voice evacuation system: A public address system designed to notify occupants via voice. (required for any building higher than seven stories)

Appendix 4 – Location of Devices



EXHIBIT A – Scope of Work

This amendment (“**Exhibit A**”) describes the Service to be performed at the Property (the “**Work**”), in accordance with this Agreement.

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- Alarms may be motorized bells, wall mountable sounders, or horns. Alarms may also be speaker strobes that sound an alarm, followed by a voice evacuation message that warns people inside a building not to use the elevators.

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The term (“**Qualified Personnel**”) is defined as persons who have developed competence in conducting fire alarm services.

Training:

- Qualified Personnel to have one or more of the following qualifications as identified in NFPA 72:
 - Factory trained and certified
 - Certified by the National Institute for Certification in Engineering Technologies – (“Fire Alarm Certified” or “Fire Alarm Technician”)
 - Trained, qualified and employed by an organization listed by a national testing laboratory for the servicing of fire alarm systems.

Experience:

- Qualified Personnel to have at least five years experience with fire alarm equipment of a similar size and type as the equipment at Property.

The term (“**Testing**”) is defined as a procedure used to physically determine the operational status of a portion of the Fire Alarm System.

*For further technical definitions see: Appendix 3 – Description of Fire Alarm System Components

Equipment:

Contractor to provide all necessary equipment, tools, and supplies to perform Service.

Contractor to provide the appropriate safety equipment such as hardhats and kneepads for interstitial floors (floors having intervals between planks).

Contractor’s Duties:

Contractor to perform duties in a safe and competent manner at all times.

Contractor to operate equipment according to manufacturer's directions.

Contractor to keep cords and tools secure, and to keep all mechanical, electrical and control room doors closed and locked.

Contractor to report any unsafe conditions to Managing Agent.

Managing Agent Duties:

Managing Agent to provide free access to the equipment.

Managing Agent to provide suitable electrical service.

Managing Agent to provide contacts to Contractor for immediate response when an Impairment may compromise system operation.

Initial Documentation:

Prior to initial Service. Managing Agent to provide Contractor with available information regarding the Fire Alarm System such as the certificate, system alterations, specifications, wiring diagrams, and floor plans. Appendix 4: "Location of Devices" provides an inventory of all devices.

Within (10) days of initial Service. Contractor to conduct an Inspection of the Fire Alarm. The components inspected to include but not be limited to the following:

1. Fire Alarm Control Panel: Monitoring alarm, supervisory, and trouble signals – fuses, interfaced equipment, lamps and LEDs, primary power supply
2. Power Source Batteries (UPS): Control Panel Trouble Signals, Fiber Optic Connections
3. Building Safety Interfaces
4. Initiating Devices: Air Sampling, Duct Detectors, Electromechanical release devices (magnetic hold open devices), Fire extinguishing systems, Fire alarm boxes, Heat detectors, Radiant energy fire detectors, Smoke detectors, Supervisory signal devices Water flow devices.

5. Fire Command Center
6. Notification Appliances
7. Supervising Station Fire Alarm System
8. Voice Evacuation System
9. Annunciator
10. Central Station

After the initial Inspection. Contractor to describe in a written report any Impairment, along with its recommended corrective action. Contractor to bring to the attention of Managing Agent the information revealed from the initial Inspection.

Standards for Inspection, Testing, and Maintenance:

For detail of Inspection, Testing and Maintenance standards, see Appendix 2: "Task & Frequency Schedule."

Inspection, Testing, and Maintenance to be performed, at a minimum, under the direct onsite supervision of a state-licensed Fire Alarm Technician.

Inspections, Testing, and Maintenance to be implemented in accordance with procedures established in NFPA 72, latest edition, in accordance with the manufacturer's instructions and further, as referenced in the State uniform fire code and specifically [applicable State code reference _____].

Contractor agrees to comply with recommendations of the Building Department or any Insurance Company insuring the Alarm System.

Standards for Tracking and Reporting:

Contractor to use NFPA's "Inspection and Testing Form," as appropriate for the inspection and testing work being performed. Contractor may substitute a similar inspection and testing form if acceptable to Managing Agent, provided the substitute form includes at a minimum all of the information required by NFPA 72.

Reports to be provided on a monthly basis. Contractor to complete all reports in a complete and legible manner.

Report to include any activity in the previous month and any requirement by federal state

or local agencies having jurisdiction. Report to include the date, time, procedures performed, and the results. Report to include a breakdown of cost, separately listing labor and parts. Report to be signed by the person(s) performing the work.

Contractor to meet with Managing Agent after each Service to discuss the findings. Each impairment found during the visit to be identified in writing, as well as any necessary corrective action, and explained to Managing Agent by Contractor. Any impairment based on code compliance must include a reference to the specific code.

A copy of each report to be delivered to Managing Agent within two working days of completion of Service. A second copy of the report to be physically left at the location inspected. Contractor to keep a copy of the report for the permanent record.

Contractor to maintain a separate record of each Panel covered under this agreement. This record to be updated whenever any Service has been performed on the system.

Impairments:

All Impairments to be corrected as part of Service. Approval is not required from Managing Agent for any corrective action that costs under \$500.

If corrective action is expected to cost over \$500 and the Impairment is such that it may result in the inability of the Fire Alarm System to operate adequately in the event of a fire, Contractor to immediately reach the Managing Agent, describe the Impairment, and its recommended corrective action. If Contractor is unable to reach Managing Agent, Contractor to reach any other contact name provided, and in addition, to follow up in writing within 24 hours to Managing Agent with a description of the Impairment and the recommended corrective action. Approval from Managing Agent is required before Contractor may implement the corrective action.

If corrective action is expected to cost over \$500 and the Impairment is not such that it may result in the inability of the Fire Alarm System to operate adequately in the event of a fire, Contractor to describe the Impairment in its monthly report, along with the recommended corrective action. Approval from Managing Agent is required before Contractor may implement the corrective action.

Any failed field devices to be marked by affixing a noticeable, removable stick-on dot. The dots to be of uniform color throughout the Fire Alarm System.

Prior to any corrective work for an Impairment, Contractor to contact Managing Agent to arrange a site visit to the property. Site visits will not be allowed without prior notification to Managing Agent.

Before proceeding with any Testing that could result in the notification devices sending signals or alarms to the occupants of apartment buildings, the occupants to be notified in advance of the Testing.

Managing Agent, fire department districts and central offices, code enforcement official and central supervisory station to be notified by Contractor when the Fire Alarm System is taken out of operation, and when it is returned to operation.

MANAGING AGENT (LINDY COMMUNITIES), solely as Agent for Owner

Lindy Communities

CONTRACTOR

Appendix 1 - Price List

Appendix 2 - Frequency & Task List

			Frequency			
			monthly	quarterly	semi - annually	annually
Fire Alarm Control Panel	1	Control equipment - Verify correct receipt of alarm, supervisory, and trouble signals (inputs), operation of evacuation signals and auxiliary functions (outputs), circuit supervision including detection of open circuits and ground faults, and power supply supervision for detection of loss of AC power and disconnection of secondary batteries.				X
	2	Single or multiple circuits providing interface between two or more control panels - Verify integrity. Operation or simulating operation of the equipment being supervised shall test interfaced equipment connections				X
	3	Control Unit trouble signals – Audible and visual, Disconnect switches, Ground fault monitoring circuit, Transmission of signals to Central Station				X
	4	A trouble condition - Created and verify receipt of a trouble signal at the off-premises location.				X
Power Source: Batteries (UPS)		<i>Note - An electronic battery router may be used to perform the battery load test providing the test results are properly documented.</i>				
Battery Connections Battery terminals or connections Lead acid Lead acid Lead acid	1	Inspect for corrosion or leakage.				
	2	Check to ensure tightness.				
	3	Clean and coat if necessary.				
	4	Visually inspect electrolyte level.				
	5	Discharge test (30 minutes), load voltage test, check specific gravity.			X	
	6	Charger test				X
	7	Nickel Cadmium - Discharge test				X
	8	Nickel Cadmium - Load voltage test			X	
	9	Sealed lead acid - Discharge test				
	10	Sealed lead acid - Load voltage test			X	X
	11	All primary (main) power supplies shall be disconnected and the occurrence of required trouble indication for loss of primary power shall be verified. The system's standby and alarm current demand shall be measured or verified and, using manufacturer's data, the ability of batteries to meet standby and alarm requirements shall be verified. General alarm systems shall be operated for a minimum of 5 minutes and emergency voice communications systems for a minimum of 15 minutes. Primary (main) power supply shall be reconnected at end of test. (is the last sentence a				
	12	Battery charger - Check operation in accordance with a charger test for the specific type of battery.				
	13	UPS system - Verify correct operation if a UPS system dedicated to the fire alarm system is used as a required power source.				
Building Safety Interfaces	1	Control functions - Verify correct operation and document in the test report. Control functions shall include magnetically held door release, air handler shutdown, security door control, damper control, roll down shutter controls and miscellaneous controls.				X
	2	Fire alarm controlling point - Check and note status on the test report in the event a control action does not occur. When used, a fire alarm interface relay shall be checked and its status noted in the test report.				X

			Frequency			
			monthly	quarterly	semi - annually	annually
						X
3	Smoke detectors - Test in place to ensure smoke entry into the sensing chamber and an alarm response.					
	<p><i>Notes - Testing with smoke or listed aerosol approved by the manufacturer shall be permitted as acceptable test methods. Other methods approved by the manufacturer that ensure smoke entry into the sensing chamber shall be permitted.</i></p> <p><i>Any discrepancies in the number of devices tested to the number of devices programmed shall be explained and documented.</i></p> <p><i>A recent programmer's report may be used for comparison in lieu of the stepping process. Missed devices shall be tested.</i></p>					
Initiating Devices	1	Initiating device - Actuate and verify receipt of alarm signal at the off-premises location. Smoke detectors - Perform one of the tests below to ensure its within its listed and marked sensitivity range: <ul style="list-style-type: none"> > Calibrated test method > Manufacturer's calibrated sensitivity test instrument. > Listed control equipment arranged for the purpose. > Smoke detector/control unit arrangement whereby the detector causes a signal at the control unit when its sensitivity is outside its listed sensitivity range. > Other calibrated sensitivity test method approved by the authority having jurisdiction. 				
	2	Smoke detectors with control output functions - Verify that the control capability shall remain operable even if all of the initiating devices connected to the same initiating device circuit or signalling line circuit are in an alarm state When testing cross-zoned detection devices one sensor or detector on each zone shall be operated. Occurrence of correct sequence with operation of first zone and then with operation of second zone shall be verified.				X
	3	Manually operated fire alarm boxes - shall be operated per the manufacturer's instructions. Key-operated presignal and general alarm manual fire alarm boxes shall both be tested. Heat detector - Perform testing with a heat source per the manufacturer's recommendations for response within one minute. A test method shall be used that is recommended by the manufacturer or other method shall be used that will not damage the nonrestorable fixed-temperature element of a combination rate-of-rise/fixed-temperature element detector.				X
	4	Beam detectors - Test by introducing smoke, other aerosol, or an optical filter into the beam path. Sensitivity testing should be performed on initiating devices every two years and in accordance with NFPA 72. The number of detection devices tested shall be compared to the number of devices programmed into the control panel by stepping through the device menu.				X
	5					
	6					
	7					
	8					
	9					
Notification Appliances	1	Audible devices - Test for correct operation. The location and model number of each audible device shall be noted in the test report. Audible information shall be verified to be distinguishable and understandable.				

			Frequency			
			monthly	quarterly	semi - annually	annually
		Visual appliances - Test for correct operation. The location and model number of each device shall be noted in the test report.				
		Individual notification appliances - Test by activating the signal circuit at the panel.				
		Notification circuits - Test by activating an initiating device and noting correct circuit operation.				
Supervising Station Fire Alarm System	1	Initiating devices - Actuate and verify receipt of the correct initiating device signal at the supervising station within 90 seconds.				
	2	Fire alarm - Verify transmission to the local fire department by the Central Station.				
Annunciator	1	Annunciators - Verify correct operation and identification. If provided, the correct operation of annunciator under a fault condition shall be verified.				
	2	Remote annunciators - Verify correct operation and identification of annunciators. If provided, the correct operation of annunciators under a fault condition shall be verified.				
Voice Evacuation System	1	Emergency Voice/Alarm Communications Equipment - Manual test of power supply, Check of sound levels (sound measurements), verify audible information (pre-recorded messages)				
Central Station	1	Central Station - Checked for confirmation that fire alarm annunciation is being properly relayed to the supervising Central Station. It shall also be confirmed that the Central Station is immediately annunciating the fire alarm signal to the local fire department.				
Supervisory Device	1	Supervisory device - Actuated and receipt of a supervisory signal at the off- premises location shall be verified. If a transmission carrier is capable of operation under a single- or multiple-fault condition, an initiating device shall be activated during such fault condition and receipt of a trouble signal at the off-premises location shall be verified, in addition to the alarm signal.				
		Notes - Before proceeding with any Testing that could result in the notification devices sending signals or alarms to building occupants, building occupants to be notified of the Testing in advance.				
		Elevator testing shall be done on weekdays afterhours. Contractor shall supply two employees. MD Anderson Facilities shall provide one elevator technician to assist in elevator recall testing.				
Additional - Elevator Recall & AHU Shutdown	1	Primary recall - Test for each floor other than the alternate floor on all elevators equipped with primary recall.				
	2	Alternate recall - Test for the primary floor for each elevator equipped with alternate recall.				
	3	Air duct detectors - Test or inspect to ensure that the device will sample the air stream. The test shall be made in accordance with the manufacturer's instructions.				
Additional - HVAC	1	Fan - Test shutdown operation				
	2	Smoke dampers - Test electromechanical operation				
	3	Smoke control system - Test operation				

Appendix 3 - Description of Fire Alarm System Components

Annunciator: a component that gives the same read outs as the Control Panel and is only needed when control panel is not in a convenient spot. Remote annunciators are used at desks.

Building safety interfaces: An interface that allows the fire alarm system to control aspects of the built environment and to prepare the building for fire, and to control the spread of smoke fumes and fire by influencing air movement, lighting, process control, human transport and exit. Electromechanical release devices (magnetic hold open devices).

Central Station: Fire system is monitored by an alarm company 24/7; they then notify your predetermined responding parties if it is activated.

Fire alarm control panel: The controlling component of a Fire Alarm System. The panel receives information from devices designed to detect and report fires, monitors their operational integrity and provides for automatic control of equipment, and transmission of information necessary to prepare the facility for fire based on a predetermined sequence. The fire alarm control panel should be located at a mutually agreed upon location between the building owner and authority having jurisdiction.

Further notes: Safety Office Equipment or House Manager Office Equipment (Main Panel) - Tests shall be performed on all system functions and features in accordance with the equipment manufacturer's instructions for correct operation. Initiating devices shall be actuated and receipt of the correct initiating transmitting device signal shall be verified.

Fire Command Center: Required at every hi-rise property with an occupied floor located more than 75 feet above fire department vehicle access. This also houses the fire alarm control panel.

Initiating Devices: Components that act as inputs to the fire alarm control panel and are either manually or automatically activated. This includes devices such as Air Sampling, Duct Detectors, Fire extinguishing systems, Fire alarm boxes, Heat detectors, Radiant energy fire detectors, Smoke detectors, Supervisory signal devices Water flow devices.

Notification Appliances: This component uses energy supplied from the fire alarm system or other stored energy source, to inform the proximate persons of the need to take action, usually to evacuate. This is done by means of a pulsing incandescent light, flashing strobe light, electromechanical horn, electronic horn, chime, bell, speaker, or a combination of these devices.

Power Source: Batteries (UPS): Can be a primary battery, secondary battery, or an Uninterruptable Power Source (UPS) system

- Batteries shall be replaced in accordance with the recommendations of the alarm equipment manufacturer or when the recharged battery voltage or current falls below the manufacturer's recommendations.
- Fiber Optic Wiring – fiber optic transmission line shall be tested in accordance with the manufacturer's instructions.

Supervisory device: An initiating device such as a valve supervisory switch, water level indicator, duct detector, or low air pressure switch on a dry-pipe sprinkler system in which the change of state signals an off-normal condition and its restoration to normal of a fire protection or life safety system; or a need for action in connection with guard tours, fire suppression systems or equipment, or maintenance features of related systems.

Supervising Station Fire Alarm System: A facility that receives signals and at which personnel are in attendance at all times to respond to these signals.

Voice evacuation system: A public address system designed to notify occupants via voice. (required for any building higher than seven stories)

Appendix 4 – Location of Devices

