



Service Contract

This cost of the work plus fee without a guaranteed maximum price agreement (“**Agreement**”), made on January 2, 2026, is entered into by and between Lindy Communities (“**Owner**”) on behalf of Lindy 251 Dekalb Property Owner, LLC (“**Property Owner**”) and Miner Construction Services (“**Contractor**”), for Work hereinafter defined in Exhibit A- Scope of Work (“**Exhibit A**”). Said Work to be performed at the property (the “**Property**”), a location further described in Section 2.

TERM OF AGREEMENT:

Commencement date: January 2, 2026

Termination date: December 31, 2026

SECTION 1. RECITALS

WHEREAS, Lindy Communities has been appointed by Lindy 251 Dekalb Property Owner, LLC (“**Property Owner**”) owner of the Property and has been authorized by Property Owner to enter into and administer this Agreement on Property Owner’s behalf and solely as agent for Property Owner, and

WHEREAS, Contractor is engaged in providing fire protection upgrade and installation services (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 Owner, 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 (“Property”):– 251 Dekalb with an address at 251 Dekalb Pike, King of Prussia, PA 19406

Note: See Attachment, “Multiple Vendor Property Information” when Contractor serves more than one property in this Agreement.

SERVICE: Fire Protection Service Installation and Upgrades at Property

WORK: Service provided at the Property is more particularly described on Exhibit “A – Scope of Work,” 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 Owner hereby agree that Contractor’s proposal (“**Contractor Proposal**”) may be attached hereto as Exhibit B – Contractor Proposal, (Exhibit “B”) solely for reference purposes and not to be considered a guaranteed maximum price. In the event of any inconsistency between this Agreement and **Exhibit “B”**, this Agreement will control.

Contractor and Owner 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.

AUTHORIZED REPRESENTATIVE (CONTRACTOR):

CONTACT PERSON (if different from Authorized Representative)

NAME	<u>John Miner</u>
TITLE	<u>Owner/Operator</u>
TELEPHONE (cell)	<u>(856) 417-4027</u>
EMAIL	<u>jminer@minerconstructionservices.com</u>

AUTHORIZED REPRESENTATIVE (OWNER):**CONTACT PERSON (if different from Authorized Representative)**

NAME	<u>Brian Kroker</u>
TITLE	<u>EVP</u>
TELEPHONE (cell)	<u>267-300-6773</u>
EMAIL	<u>bkroker@comehometolindy.com</u>

2.1 Owner's Representative. Contractor acknowledges that Owner has retained Kevin Willetts of Willetts Fire Protection as Owner's Representative. The Contractor shall coordinate on a regular basis with Owner's Representative, provide access to the Property and records in the possession of Contractor to Owner's Representative and shall accept directives issued by Owner's Representative on behalf of the Owner, for which the Owner, with the Owner's prior written approval, shall be liable for any additional costs of or delays to the Work.

2.2 Contract Documents. The Contract Documents consist of this Agreement, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (a) a written amendment to the Agreement signed by both parties or (b) a Change Order.

SECTION 3. PAYMENT AND INVOICING

31 Payment. Owner shall pay Contractor the Contract Sum for the performance of the Work. The Contract Sum is the estimated Cost of the Work as defined in **Exhibit "A"** attached hereto, **plus the Contractor's Fee, which is set at One Hundred Thirty-Three Thousand Dollars (\$133,000.00)** and without a guaranteed maximum price. The Contract Sum shall include all applicable taxes, insurance, supervision, overhead and profit. Contractor's costs for supervision and project management shall be capped at \$8,400.00 per week, unless working owner approved overtime.

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.

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

32 Invoicing. Contractor shall submit monthly payment applications based upon actual costs incurred, which shall be supported by appropriate documentation. Owner shall remit monthly progress payments to Contractor not later than thirty (30) days after Owner receives

Contractor's payment application with supporting documentation. Owner shall remit final payment to Contractor within thirty (30) days of Owner's acceptance of the work and Contractor's submission of closeout documents. Invoicing and payment instructions are attached hereto as **Exhibit "A"**.

33 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 5 days after first observance of the conditions. If the encountered conditions differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Contract Sum and Schedule shall be equitably adjusted by agreement of the parties.

34 Changes in the Work. Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, subject to the limitations stated in this Section and elsewhere in the Contract Documents. A Change Order shall be based upon agreement among the Owner and Contractor, and is a written instrument prepared by the Contractor and signed by the Owner and Contractor stating their agreement upon all of the following: (a) the change in the Work; (b) the amount of the adjustment, if any, to the Contract Sum; and (c) the extent of the adjustment, if any, in the Schedule.

SECTION 4. TERM AND TERMINATION

4.1 Term. The term of this Agreement will commence as of the Commencement Date shown on the first page of this Agreement and end on December 31, 2026, provided that either party gives thirty (30) days notice to terminate the Agreement prior to the end of the term. If this Agreement is not terminated as set forth herein, it will automatically renew on a month to month basis until terminated by either party giving thirty (30) days notice before the end of any renewal term.

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 Owner, Owner shall, 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 Owner, at the end of the thirty (30) days a 5-day notice to terminate the Agreement shall be made by Owner to Contractor in writing.
- B. **Termination with or without Cause.** With or without cause, Owner 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. If Owner terminates this Agreement without cause, Contractor shall cease operations as directed by the Owner in the notice; take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and except for Work already performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. Contractor shall be entitled to payment for all Costs of the Work performed at the Property, and actual costs incurred by reason of such termination, including a pro-rated portion of Contractor's Fee and reasonable demobilization costs.

- C. **Termination with Cause.** In the event Contractor fails to perform any requirement, term or specification under this Agreement in a manner satisfactory to Owner, then Owner 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, Owner may, without prejudice to any other rights or remedies of Owner at law, in equity, or under this Agreement, and without any payment to Contractor, complete the Work by whatever means or method Owner may deem expedient or appropriate, and all such costs will be borne by Contractor. Owner 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 Owner 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.
- E. **Contractor's Right to Stop or Suspend Work.** Contractor has the right to stop or suspend the Work if Owner fails to make any payment required by this Agreement within thirty (30) days after such payment is due, through no fault of Contractor or Contractor's subcontractors.
- F. **Termination by Contractor.** Other than as a result of a force majeure event, Contractor shall have the right to terminate this Agreement if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or subcontractor or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, including because the Owner has not made payment on an Application for Payment within the time stated in this Agreement. Contractor may, upon seven (7) days' written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, including reasonable overhead and profit for the work completed, and costs incurred by reason of such termination.

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 will perform the Work diligently and in a first-class manner, and with regard to recommended practices with regard to safety. Contractor will use new and excellent quality supplies, materials, and equipment. 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. Upon written notice, Contractor will immediately repair in a manner and to a condition acceptable to Owner, 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, upon written notice, Contractor will immediately repair in a manner and to a condition acceptable to Owner, 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 Owner in writing, before proceeding with its work.

If necessary or applicable, Contractor must allow Owner a reasonable time to remedy any defects. If Contractor's work is delayed by Owner's requirement of time to remedy defects, any work completion date set forth in **Exhibit "A"** shall 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 Owner's consent and if in compliance with all Legal Requirements (as defined in Section 5.10), placed in a trash receptacle or dumpster designated by Owner.

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

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 Owner 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 Owner at Owner's sole discretion. Smoking shall not be permitted except in a designated smoking area, if any.
- C. Contractor will, at its sole cost and expense, immediately transfer or release, as Contractor deems appropriate, any of Contractor's Personnel whom Owner finds unacceptable (as evidenced by a request in writing from Owner to remove such individual(s) from the performance of the Work, including the reason for Owner's request). 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 Owner.
- F. Contractor is at all times and remains fully and primarily liable for any action of

Contractor's Personnel.

- G. It is understood and agreed that any and all Contractor Employees are not employees of Management Agent but are employees of Contractor, who is an independent contractor. It is understood and agreed that any and all Contractor's Agents are not agents of Management Agent but are agents of Contractor, who is an independent contractor.
- H. 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. Owner has the option to appoint an inspector ("**Inspector**") to oversee or monitor the Work at Property. Owner 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 Owner. 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 Owner.

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, subject to Section 14.10 of this Agreement.

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 Owner, 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 Owner, is inappropriate for its designated use. However, the right of Owner 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 Owner 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 Owner, which permission Owner may withhold in its sole and absolute discretion. Storeroom(s), if provided to Contractor in Owner's sole and absolute discretion, will be kept in a neat, orderly and broom clean condition by Contractor at its sole cost and expense. Owner 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, unless such removal is commercially unreasonable, so long as Contractor makes diligent efforts to

remove said equipment and/or materials.

59 Insurance Requirements. To the extent applicable, 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:** Owner will have the right to examine and copy, or to require duplicate originals of at all times during business hours as requested by Owner, all original insurance policies and additional insured endorsements and all other endorsements secured by Contractor.
- C. **Third Party Consultant:** To the extent that Owner, in Owner 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.
- D. **Mutual Waiver of Subrogation:** Owner and Contractor hereby waive, as against each other, all damages covered by property insurance provided with respect to the Project and/or Property, except (1) such rights as Owner or Contractor may have to the proceeds of such insurance and (2) any deductibles for which Contractor is responsible under Section E (Property and Builder’s Risk Insurance). Contractor shall require similar waivers of subrogation from each subcontractor and shall require each of them to include similar waiver in their respective sub-subcontractor contracts. Contractor and Owner acknowledge and agree that the location of Contractor’s scope of work is shown on the Concept Fire Protection Plan Riser Details with Combination Standpipe Locations Plans dated November 18, 2024, and prepared by Davidson Associates Consulting Engineers (see **Exhibit “E”**) (“Contractor’s Scope Location”). Contractor and Owner further acknowledge and agree that damage caused by the negligence of Contractor or its subcontractors to property of Owner or third-parties outside of Contractor’s Scope Location shall be covered by Contractor’s general liability policy, which shall be primary and not in addition to, or contributing with the Owner’s property or builder’s risk policy(ies). However, if such damage occurs in the Contractor’s Scope Location or extends from Contractor’s Scope Location to other property of Owner, then such damage shall be covered under Owner’s builder’s risk or property insurance policy(ies).

- E. **Property and Builder's Risk Insurance:** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in an amount of the initial Contract Sum, plus value of subsequent Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the Property to be covered, whichever is later. This insurance shall include interest of the Owner, the Contractor, subcontractors and sub-subcontractors in the Project. Notwithstanding anything to the contrary herein, Contractor's liability for damages, losses or deductibles under Owner's builder's risk or property insurance shall be limited to \$25,000.00 per claim and \$75,000.00 in the aggregate for any builder's risk claims that are caused by the acts or omissions of the Contractor. Where such damages or losses are caused by multiple parties, Contractor shall be responsible for its proportionate share of such damages or losses subject to the per claim and aggregate limits herein.

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 Owner 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 Owner in accordance with Section 6.

511 Reporting. Contractor will report to Owner on an "as needed" basis or promptly after Owner makes such a request to Contractor, all items which Contractor or its employees recognize as being in need of repair or replacement, so that Owner 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 Owner. Contractor and its superintendent, on any day, must have cell phone, to which Owner has access. On a daily basis, Contractor will "check-in" with Owner 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 Owner verbally as well as in written form acceptable to Owner before the end of the day when said damage occurred.

517 Contractor shall secure and pay for the necessary permits and fees, approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities, the cost of which shall be reimbursed by Owner upon receipt of written invoice for the same. Owner has furnished the geotechnical report and site drawings for the existing fire main to the Contractor, which are included in **Exhibit "E"**, and the Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

SECTION 6. INDEMNIFICATION

61 Indemnified Parties. Notwithstanding anything in this Agreement to the contrary, Contractor hereby covenants and agrees to indemnify and hold harmless 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**") pursuant to this Section 6 of the Agreement.

62 Indemnification. To the fullest extent permitted by law, Contractor agrees to hold harmless and indemnify the Indemnified Parties, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the

Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

A. In claims against any person or entity indemnified under this Section by an employee of the Contract, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, 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 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 Owner in the same manner as this Agreement requires Contractor to indemnify Owner.

64 Warranty. The Contractor warrants to the Owner 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 Owner 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 Owner 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 Owner'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 Owner 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 Owner 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 Owner 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 Owner'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 Owner in its role of agent for Owner. In any event, Contractor hereby assigns any right it may have in such work product to Owner 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 Owner on a time and material basis or to the extent required by law. Owner and Contractor agree that Contractor's General Conditions costs are not subject to any such audit.

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. Subject to Owner's compliance with the payment requirements of this Agreement, 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 Owner.

- C. Owner 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 Owner: (i) executed and notarized lien waivers for material and labor in a form satisfactory to Owner, must accompany each invoice for payment submitted by Contractor; and (ii) Contractor will furnish Owner with sworn affidavits, Contractor's sworn statement and any other documentation as may be required by Owner.

SECTION 9. ASSIGNMENTS AND SUBCONTRACTS

9.1 Assignments and Subcontracts. It is expressly understood and mutually agreed that this Agreement is personal to Owner and Contractor, and was awarded to Contractor based upon Contractor's professional skills, knowledge, and expertise. Neither party shall have the 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 Owners' written approval, which may not be unreasonably delayed, withheld or denied. Neither approval nor consent by Owner 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

10.1 Non-Recourse Agreement. It is expressly understood and mutually agreed by and between the parties hereto that, notwithstanding anything contained in this Agreement to the contrary, neither party (or any person claiming by, through or under either party) will have personal recourse for the payment or performance of any obligation under, or any claim based on this Agreement and against the other party or against any other Indemnified Party under this Agreement beyond the interest of Owner in Property. The parties hereby release and waive 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 Owner in Property, and recourse under this Agreement will not under any circumstances extend to any such negative capital account. The parties acknowledge and agree that the other party would not have entered into this Agreement without the benefit of the provisions of this Section 10.

SECTION 11. ENVIRONMENTAL COMPLIANCE

111 No Violation of Environmental Laws. Contractor represents, warrants and covenants to Owner 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 caused by Contractor or Subcontractors acts or omissions, provided that Owner'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 Owner ("**Hazardous Materials**"), or permit or allow any third party to do so, without Owner's prior written consent, which may be granted or withheld in Owner'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 Owner for any cost or expense incurred by Owner, 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 groundtesting. Nothing contained herein shall apply to any pre-existing or discovered Hazardous Material at the Property.

112 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 Owner, Contractor will cause such items to be removed from Property and properly disposed of, in accordance with applicable laws, codes and/or regulations, and at Contractor's sole cost and expense. Contractor to leave the area where the equipment and/or materials had been located in a neat, orderly, and broom-clean condition.

113 Material Safety Data Sheets. Contractor will provide to Owner 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.

11.4. Owner's Right to Self-Perform. If Contractor fails to comply with the provisions of this Section #11, Owner will have the right, but not the obligation, without in any way limiting Owner's other rights and remedies under this Agreement, at law, or in equity, to take such actions as Owner 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 Owner upon writtendemand.

11.5 Presence of Lead or Asbestos Containing Materials (ACM's). Owner agrees to notify Contractor if Owner 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, Owner 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 Owner; (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 Owner 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 Owner will be addressed to the address specified in Section 2. Any written notice made or required to be given by Owner 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 Owner to enforce the provisions of this Agreement will in no way constitute a waiver by Owner of any contractual right hereunder, unless such waiver is in writing and signed by Owner.

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.

14.5. **Advice of Consultants.** The parties represent that they have 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 as they deem 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 Property Owner and the Indemnified Parties are not signatories to this Agreement, the Property 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.

1410 **Mutual Limitation of Liability.** Under no circumstance will either party 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, Owner in its role as agent for Property Owner may assign the contract as part of the sale. Notwithstanding the above, as set forth in Section 4.02(B), Owner will have the right to cancel the contract upon sale by providing thirty (30) days written notice of termination.

14.12. Dispute Resolution. All claims arising out of this Agreement, except those expressly waived under this Agreement, shall be subject to mediation as a condition precedent to binding dispute resolution. A request for mediation shall be made in writing and delivered to the other party to this Agreement and shall be filed and administered by the American Arbitration Association (“AAA”) in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. If the parties fail to resolve any claim by mediation, the parties agree that any such claim shall be subject to binding arbitration administered by the AAA in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement and filed with the person or entity administering the arbitration. The parties agree that the award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

PROPERTY OWNER

By: Brian Kroker
 Signature: 
 Title: EVP

CONTRACTOR

Authorized signatory:
 By: (*printed name*) John Miner
 Signature: 
 Title: Owner/Operator

Exhibit A General Contractor Scope of Work:

Pre-Construction Responsibilities

- **Project Planning:** Review blueprints and create a master schedule.
- **Bidding & Contracting:** Solicit bids from subcontractors, negotiate contracts, and submit proposals to the client.
- **Permits & Compliance:** Secure necessary building permits and ensure compliance with local codes and regulations.

Construction Phase Duties

- **Site Management:** Supervise daily operations, coordinate trades, and manage site logistics.
- **Subcontractor Oversight:** Hire, schedule, and manage subcontractors.
- **Budget Control:** Monitor expenses, approve invoices, and manage change orders.
- **Scheduling:** Ensure each phase of the project progresses according to the agreed upon timeline.
- **Quality Assurance:** Inspect work for adherence to plans, specs, and quality standards.
- **Safety Management:** Enforce OSHA standards and site-specific safety protocols throughout the duration of the project. Recognizing that tenants currently occupy the buildings, the Contractor shall maintain a safe and secure working environment at all times. This includes:
 - Implementing protective measures to minimize disruption and exposure to hazards for occupants.
 - Clearly marking and securing all active work areas.
 - Ensuring that all tools, materials, and equipment are properly stored or removed at the end of each shift.
 - Safing off all work zones daily to prevent unauthorized access or potential injury.

The Contractor shall remain vigilant in upholding safety standards and shall coordinate with property management to address any concerns related to site safety.

Post-Construction Responsibilities

- **Punch List Completion:** Address final touch-ups and deficiencies.
- **Final Inspections:** Coordinate with inspectors for occupancy permits and code compliance.
- **Client Handover:** Deliver as-built drawings, warranties, and maintenance manuals.
- **Closeout Documentation:** Finalize all paperwork, lien waivers, and financial reconciliations.

Communication & Leadership

- **Client Liaison:** Serve as the primary point of contact for the owner, architect, and consultants.
- **Problem Solving:** Resolve conflicts, delays, or unforeseen issues quickly and effectively.
- **Team Leadership:** Motivate crews, maintain morale, and ensure alignment across all stakeholders.

Cost of the Work Plus Fee without Guaranteed Maximum Price Payment

The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. **The Contract Sum is the Cost of the Work as defined in this Exhibit plus the Contractor's Fee, which is One Hundred Thirty-Three Thousand Dollars (\$133,000.00). Owner and Contractor agree that the Contract Sum is not subject to a guaranteed maximum price.**

Costs to be Reimbursed

- **Cost of the Work**
 - The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Exhibit A.
 - Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.
 - Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.
- **Labor Costs**
 - The parties agree that Owner will reimburse Contractor for the following project management and supervisions costs:
 - During pre-construction and Project closeout, project management time will be billed at \$150 per hour, not to exceed \$24,000, with Contractor providing a summary of time incurred
 - During construction of the Project, project management time will be billed at \$150 per hour for 16 hours per week.
 - Contractor's onsite supervision shall be tracked on a electronic application provided by Owner and billed at \$150 per hour.
- **Subcontract Costs**
 - Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement with Owner's prior approval.

Costs of Materials and Equipment Incorporated in the Completed Construction

- Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated in the completed construction with Owner's prior approval.
- Costs of materials described in this Exhibit in excess of those actually installed to allow for reasonable waste and spoilage with Owner's prior approval. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

Costs of Other Materials and Equipment, Temporary Facilities and Related Items

- Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work with Owner's prior approval. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.
- Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools with Owner's prior approval. Rates and quantities of equipment owned by the Contractor, or a related party as defined herein, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of a comparable item.
- Costs of removal of debris from the site of the Work and its proper and legal disposal with Owner's prior approval.
- Costs of the Contractor's site office, including general office equipment and supplies with Owner's prior approval.
- Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

Miscellaneous Costs

- Premiums for that portion of Contractor's general liability and/or umbrella insurance required by the Contract Documents that can be directly attributed to this Agreement, subject to Owner's approval.
- Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable with Owner's prior approval.
- Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay with Owner's prior approval.
- Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under this Agreement or by other provisions of the Contract Documents, and which do not fall within the scope of this Exhibit with Owner's prior approval.

- Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.
- Costs of document reproductions and delivery charges with Owner's prior approval.
- Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents with Owner's prior approval.
- Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, or Contractor and any Subcontractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.
- Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.
- That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work with Owner's prior approval.

Other Costs and Emergencies

- Other costs incurred in the performance of the Work, with the Owner's prior approval.
- Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property with Owner's prior approval, unless Owner is not readily available.
- Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others with Owner's prior approval.

Progress Payments

- Based upon Applications for Payment submitted by the Contractor, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.
- The period covered by each Application for Payment shall be one calendar month ending on the last day of the month:

- Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of any undisputed amount to the Contractor not later than the 25th day of the following month.
- With each Application for Payment, the Contractor shall submit the necessary supporting documentation and any other evidence required by the Owner to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.
- Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.
- Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - The amount of each progress payment shall first include:
 - The Cost of the Work as described in this Agreement; and
 - The Contractor's Fee computed at a rate of six (6) percent upon the Cost of the Work, not to exceed \$133,000.
 - The amount of each progress payment shall then be reduced by:
 - The aggregate of any amounts previously paid by the Owner;
 - Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - The shortfall, if any, indicated by the Contractor in the documentation required herein to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
 - Retainage withheld pursuant to this Exhibit.

Retainage

- For each progress payment made prior to Substantial Completion of the Work, the **Owner may withhold ten percent (10%) of the Cost of the Work and Contractor's Fee, as retainage, from the payment otherwise due.**
- The following items are not subject to retainage:
 - Insurance costs.
- **Upon the Project reaching fifty percent (50%) completion, the amount Owner may withhold as retainage shall be reduced to five percent (5%) of the Cost of the Work and Contractor's Fee, from the payment otherwise due.**

- Except as set forth in this Agreement, **upon Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Exhibit.**
- If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with this Agreement.
- Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.
- The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

Final Payment

- Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - the Contractor has fully performed the Contract, including the Contractor's responsibility to correct Work, as provided in this Agreement, and to satisfy other requirements, if any; and
 - the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment.
- Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Contractor that it will not conduct an audit.
- If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditor's findings.
- If the Owner's auditors report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to proceed with the Dispute Resolution procedures of this Agreement. Failure to request mediation within 30 days of receiving auditors report shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor any undisputed amount in the final Application for Payment.

Interest

- Payments due and unpaid under the Contract shall bear interest from the date payment is due at the legal rate prevailing from time to time at the place where the Project is located.

Exhibit B

**MINER
CONSTRUCTION
SERVICES, LLC**

Sicklerville, NJ 08081

215 Dekalb Project
King Of Prussia, PA
MCS # 24005

Date: 10/10/2025

CONSTRUCTION ESTIMATE

Project Parameters	
Construction Schedule:	20 wks.
Mobilize / Closeout:	wks.

start
complete
total weeks
20

CSI		Qty	Unit	\$/Unit	Amount
01000	General Conditions (Supervisor & PM)	20	wks.	8,400.00	168,000
01000	General Conditions Allowance (Mark outs, Toilets, Fencing, Etc.)	1	ls	19,500.00	19,500
210500	Combination Standpipe Upgrade	1	ls	225,626.00	225,626
213100	Fire Pump	1	ls	450,000.00	450,000
260000	Electrical	1	ls	200,000.00	200,000
283100	Fire Alarm	1	ls	125,000.00	125,000
331130	New Fire Service Line	1	ls	458,710.00	458,710
331640	Water Storage Tank	1	ls	470,500.00	470,500

*G.C. Pre-construction +
closeout management* 24,000

subtotal

\$ 2,141,336

19000 MARKUPS

Contractors Fee

ls
%
%
6.00 %

133,000
\$ 2,274,336

GRAND TOTAL

Clarifications:

1. Owner to provide space for site office in one of the buildings
2. Each line item will be revised as cost is confirmed
3. Supervisor and Project Managers time is billed at \$150 per hour
4. The overall project schedule will be established as subcontracts are awarded

intentionally
blank

Exhibit C: Insurance Requirements for Vendors and Contractors

Vendor/Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

A. Worker's Compensation and Occupational Disease Insurance

Workers Compensation Coverage: Statutory requirements of the state in which the services are to be rendered.

Employers Liability minimum limits.

Employers Liability – Per Accident Per Employee	\$1,000,000
Employers Liability Disease – Each Employee	\$1,000,000
Employers Liability Disease – Aggregate	\$1,000,000

Include Waiver of Right to Recover from Others Endorsement (WC 00 0310) where permitted by state law, naming Lindy Communities

B. Commercial General Liability (Occurrence Form)

Coverage must include the following perils and minimum limits:

Each Occurrence	\$1,000,000
General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Fire Damage	\$ 300,000
Medical Expense	\$ 5,000

1. The aggregate must be applicable on a per project basis.
2. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
3. Broad Form Property Damage
4. Additional Insured endorsement to the Vendor's/Contractor's insurance at least as broad as ISO form CG 20 10 04 13 and CG 20 37 04 13.
5. If Vendor/Contractor sublets to another, all or any portion of the work, those subcontractors must also comply with the minimum limits outlined in this Exhibit "C."

C. Commercial Automobile Liability Insurance

Coverage must include the use of all Owned, Non-Owned, and Hired Vehicles. Minimum limits:

Bodily Injury and Property Damage	\$1,000,000
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D. Umbrella / Excess Liability Insurance

Coverage must include the following minimum limits:

Each Occurrence	\$3,000,000
General Aggregate	\$3,000,000

If the Vendor/Contractor maintains higher limits than the minimums shown on the previous page and this page, Lindy Communities requires and shall be entitled to coverage for the higher limits maintained by the Vendor/Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Lindy Communities.

Additional Insured Status

Lindy Communities, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor/ Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Vendor's/Contractor's insurance at least as broad as ISO form CG 20 10 04 13 and CG 20 37 04 13.

Primary Coverage

For any claims related to this contract, the Vendor's/Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Lindy Communities.

Vendor/Contractor's insurance carrier to notify Lindy Communities of any policy cancellations. Notice of cancellation must be provided to Lindy Communities within 10 days for non-payment of premium and 30 days for any other reason.

Waiver of Subrogation

Vendor/Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Vendor/Contractor may acquire against Lindy Communities by virtue of the payment of any loss under such insurance. Vendor/ Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Lindy Communities has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Lindy Communities. Lindy Communities may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating (www.ambest.com) of no less than A: VI, unless otherwise acceptable to Lindy Communities.

Verification of Coverage

Vendor/ Contractor shall furnish Lindy Communities with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Exhibit C. All certificates and endorsements are to be received and approved by Lindy Communities before work commences. Failure to provide the required documents prior to the work beginning is not construed as a waiver of the requirements to provide them.

In the event of any change in insurance coverage throughout the duration of the contract, Vendor/Contractor shall notify Lindy Communities contemporaneously with any such change and such change will be indicated in a revised certificate of Insurance to be delivered to Lindy Communities within five (5) days of the change(s).

Lindy Communities reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Lindy Communities has the right to postpone the commencement if required proof of insurance is not provided.

Off Site Property Exposure

Where an Off Project Site Property exposure exists, Vendor/Contractor at its sole expense shall furnish to Lindy Communities Certificates of Insurance and other required documentation evidencing the minimum requirements of coverage. Lindy Communities is to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnitees named in the contract.

“All Risk” Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

Special Risks or Circumstances

Lindy Communities reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Vendor/Contractor shall require and verify that all Subcontractors and Subcontractors Personnel maintain insurance meeting all of the minimum requirements stated herein, and Vendor/Contractor and Lindy Communities, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Subcontractor's CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor/ Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Subcontractor's insurance at least as broad as ISO Form CG 20 38 04 13.

By signing below, Vendor/Contractor agrees to be bound by all of the above requirements.



(Signature)
OWNER



(Signature)
VENDOR/CONTRACTOR

Brian Kroker, EVP

Print name and title

John Miner Owner/Operator

Print name and title

1.7.26

Date

1/2/2026

Date

Exhibit E

(Geotechnical Report)



REPORT OF GEOTECHNICAL EXPLORATION

251 W DeKalb Pike
King of Prussia, Pennsylvania

May 27, 2025



Prepared for:
Lindy Property Management
309 York Road, Suite 211
Jenkintown, Pennsylvania 19046

Attn: Mr. Brian M. Kroker

Prepared by:
Geo-Technology Associates, Inc.
Geotechnical and Environmental Consultants

111 Ruthar Drive
Newark, Delaware 19711
(302) 326-2100
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GTA Project No: 250907

GEO-TECHNOLOGY ASSOCIATES, INC.

GEOTECHNICAL AND
ENVIRONMENTAL CONSULTANTS

A Practicing Geoprofessional Business Association Member Firm



May 27, 2025

Lindy Property Management
309 York Road, Suite 211
Jenkintown, Pennsylvania 19046

Attn: Mr. Brian M. Kroker

Re: Review of Geotechnical Exploration
251 W DeKalb Pike
King of Prussia, Montgomery County, Pennsylvania

Dear Brian:

In accordance with our agreement dated January 8, 2025, Geo-Technology Associates, Inc. (GTA) has conducted a geotechnical engineering study in accordance with the proposed fire protection water supply and fire water distribution system, located at the 5 high rise residential complex at 251 Dekalb Pike, King of Prussia, Pennsylvania. GTA has prepared this report to convey our findings and a summary of geotechnical implications of the subsurface conditions with respect to the proposed development.

GTA appreciates the opportunity to have been of assistance to you on this project. Should you have questions or require additional information, please contact our office at (302) 326-2100.

Sincerely,

GEO-TECHNOLOGY ASSOCIATES, INC.

Meghan Lester

Meghan Lester, P.
Vice President



111 Ruthar Drive, Newark, Delaware 19711

(302) 326-2100

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Important Information About This Geotechnical Engineering Report

Appendix A – Figures

Figure No. 1	Site Location
Figure No. 2 and 3	Exploration Location Plans

Appendix B – Exploration Logs

Notes for Exploration Logs
Boring Logs (14 Sheets)
Auger Probe Logs (11 Sheets)

Appendix C – Laboratory Test Results

Figure No. 4: Particle- Size Distribution Report
Figure No. 5: Moisture-Density Relationship Test Report

1.0 INTRODUCTION

Lindy Property Management (“Client”) will be installing a fire protection water supply and fire water distribution system at the subject property located at 251 W DeKalb Pike, King of Prussia, Montgomery County, Pennsylvania. GTA has performed a geotechnical study to evaluate subsurface conditions and their potential impacts on the design and construction of the proposed utility to assist with Client’s feasibility study.

GTA’s understanding of the project is based on conversations with Client and review of the PLANS consisting of 2-plan set titled *Concept Fire Protection Plan Riser Details with Combination Standpipe Locations*, dated November 18, 2024, prepared by Davidson Associates. The existing site conditions and improvements that are currently being considered are summarized below.

Item	Description
Site Location	<i>251 W Dekalb Pike is off of US Route 202, and north east of I-276 in King of Prussia, Pennsylvania.</i>
Existing Site Conditions	<i>The 5 high rise residential complex is paved with access driveways, associated parking lots, and sidewalks. The site also contains green spaces, walking paths, and a dog park.</i>
Proposed Structures	<i>Water Storage Tank, 31 Foot Diameter, 33 Feet Tall, 183,000 gallon capacity. 25 feet by 25 feet (625 Square Foot) Pump House</i>
Subsurface Utilities	<i>Underground fire protection water supply and fire water distribution system across the complex parking lots with a minimum cover of 5 feet measured from the top of pipe to the finished grades. New domestic water line will be 4-inch diameter pipe located 2 feet horizontally from the new fire water pipe. Fire water is planned 8-inch diameter, except the connection to Building East 2 which is a 6-inch diameter pipe.</i>
Pavements	<i>Access driveways, multiple parking lots, and associated sidewalks are present on site.</i>

2.0 GEOTECHNICAL ENGINEERING STUDY

2.1 Geologic and Historical Review

According to the Geologic Map of Chester Valley, Chester, Delaware, Montgomery, and Philadelphia Counties, Pennsylvania (2016); published by the Pennsylvania Geological Survey, the site vicinity is situated in the Upper Part of the Conestoga Formation. The Conestoga Formation consists of light-gray to medium-gray, medium- to coarse- crystalline, laminated limestone that is shaly/argillaceous in parts. Mica content is abundant, particularly where argillaceous, giving the rock a schistose appearance; thin quartz lenses and veins with small pyrite cubes along bedding surfaces, and weathered surfaces have an etched and sandy texture Refer to the geologic publication for more detailed information.

According to the U.S. Department of Agriculture (USDA), the soils underlying the site are mapped as the Duffield silt loam (DuB and DuC) and the Urban land complex (UgB). The Duffield silt loams are described as well drained soils with a depth to water table of more than 80 inches. The Urban land complex soils are described as well drained soils with a depth to water table of more than 80 inches.

2.2 Subsurface Exploration

Prior to the exploration, GTA contacted PA One Call and coordinated with a private utility locator to mark utilities within 15 feet of the proposed exploration locations.

The subsurface exploration included fourteen Standard Penetration Test (SPT) soil borings to depths ranging from 10 to 30 feet below ground surface. Also, included were eleven auger probes scheduled to depths of 10 feet below ground surface. The soil borings and auger probes were drilled on April 29 through May 1, 2025, using an Diedrich D50 ATV-mounted drill rig. Ground-surface elevations were interpolated from Google Earth since the provided plans did not show existing topography or preconstruction grades.

Standard Penetration Testing was performed in the boreholes, with nearly continuous sampling performed in the upper 10 feet of drilling and at 5-foot intervals thereafter. Standard Penetration Testing involves driving a 2-inch outside diameter (O.D.), 1 $\frac{3}{8}$ -inch inside diameter (I.D.) split-spoon sampler with a 140-pound hammer free-falling 30 inches. The number of blows required to drive the sampler was recorded in intervals of 6 inches. The total number of hammer blows required to drive the sampler from the 6- to 18-inch interval is the SPT N-value. Split spoon samples retrieved from the test borings were returned to GTA's laboratory.

The soil samples retrieved from the borings were delivered to GTA's laboratory for visual classification by engineering personnel. The soil descriptions indicated on the logs are based on visual observation of the individual soil samples as summarized in the *Notes for Exploration Logs* included in Appendix B.

The explorations were field located via hand-held GPS by GTA, with the approximate locations indicated on the *Exploration Location Plans, Figure 2 and 3*, included in Appendix A. An instrument survey for elevation or location was not performed and the elevations indicated on the logs were interpolated from the topography indicated on the referenced plan. Therefore, it should be understood that all elevations, as well as transitions in soil strata indicated on the logs are approximate.

2.3 Subsurface Conditions

The results of the subsurface exploration were generally consistent with the known site history and geologic setting of the project site. For more information about subsurface conditions, refer to the individual exploration logs (Appendix B). GTA has summarized the subsurface conditions encountered in the following sections.

Surficial Materials: Topsoil/cultivated soil was encountered at the exploration locations ranging from about 5 to 8 inches in thickness at Borings B-7 and B-8. The remaining borings and auger probes were drilled in paved areas and encountered 4 to 12 inches of asphalt, underlain by subbase material in select areas, and the thickness was highly variable.

Undocumented Uncontrolled Fills: Undocumented, uncontrolled fill materials were encountered in the Auger Probes B-1, B-2, B-9, B-19, B-25, and Borings B-20, B-21, B-22 and B-23 to depths of up to 8 feet below existing grades.

Native Soils: Below the existing fill material, the explorations generally encountered residual materials visually classified as silty sand to sandy silt. and clayey sand at depths ranging from about 2 feet below existing grades to termination depths. Refer to the exploration logs for more detailed information. Below the residual soils, Boring B-3 encountered refusal at a depth of 7.2 feet on bedrock or a boulder. Refer to the boring logs included in Appendix B for detailed information.

SPT N-values for the residual soils ranged from 6 to 46 blows per foot (bpf), averaging 17 bpf, indicating these soils are generally medium stiff to hard in consistency. Highly weathered rock was encountered in Borings B-5, B-8, B-17 and B-18 at depths of 2 feet exhibiting SPT N-values of over 50 bpf. Refusal on rock was encountered at these locations at depths of 6.0 to 9.4 feet below the existing ground surface.

Groundwater: Groundwater was not encountered within the depths explored. Seasonal fluctuations of 3 to 5 feet can occur, based on hydrographs from shallow wells screened within the water table aquifer. The water levels observed during our field exploration are believed to be about 3 to 4 feet below historic seasonal highs. In addition, "perched" water conditions may develop locally in the interbedded sands above less permeable layers.

2.4 Laboratory Testing

GTA performed grain size analysis and Atterberg Limits testing on a composite bulk sample to determine the USCS and American Association of State Highway and Transportation Officials (AASHTO) classifications for the soil. The results of the testing are summarized below.



SUMMARY OF CLASSIFICATION TESTING

Sample	Depth (ft.)	USCS Classification	AASHTO Classification	Natural Moisture (%)	Liquid Limit (%)	Plasticity Index (%)
Composite	0-5	Silty SAND (SM)	A-2-4	8.3	NP	NP

The bulk sample exhibited a maximum dry density of 118.9 pounds per cubic foot (pcf) at an optimum moisture content of 16.5 percent. The soils in the upper 0 to 2 feet were unusually dry due to the lack of precipitation in the months prior to the exploration. Additional laboratory testing information is in Appendix C.

3.0 CONCLUSIONS AND RECOMMENDATIONS

Based upon the results of the field exploration data, it is our opinion that construction of the proposed fire water tank and new fire water line within the project site is feasible, given that the following geotechnical recommendations are observed, and that the standard level of care is maintained during construction.

3.1 Structural Support Considerations

3.1.1 Seismic Information

Based on the boring data and the site geologic profile, the site should be assigned to Site Class D, in accordance with *Chapter 20 of the American Society of Civil Engineers (ASCE) Standard 7-10 Minimum Design Loads for Buildings and Other Structures*. This categorization is based on the Boring results general geologic information for the region, and the information contained in the standard.

3.1.2 Tank Foundation Design

The pump house and tank mat foundation may be designed for a net allowable bearing pressure of 3,000 psf when founded on medium dense/stiff natural materials below the fill and soft soils that were encountered. Structural plans were not available, so grading and proposed foundation type were unavailable. We assume the mat will be constructed at grade and be approximately 3 feet below grade for frost protection. Based on the borings, the tank subgrade should be about EL 279 to be on suitable natural soils across the entire pad since undocumented uncontrolled fills were encountered to depths of about 8 feet in one of the borings for the tank. We recommend the elevation be lowered to this elevation or re-established to with controlled compacted fill. The maximum toe pressure should not exceed 2,600 psf under wind or seismic loading analysis. Assuming a circular mat foundation with an

outer diameter of approximately 31 feet, the settlement analysis indicates that the total settlement would be less than 3 inches, with differential settlement of less than $\frac{3}{4}$ -inch across the structure.

As an alternate, individual column footings can be used with a net allowable bearing pressure of up to 3,000 psf when founded on medium dense/stiff natural materials below the fill and soft soils that were encountered. These columns may have varying bearing stratum due to the variability of the depth of fill below the tank. The maximum toe pressure should not exceed 4,000 psf under wind or seismic loading analysis. Assuming a 14-foot by 14-foot column footing, the settlement analysis also indicates that the total settlement would be less than 3 inches, with differential settlement of less than $\frac{3}{4}$ -inch across the structure, assuming the footings bear on the natural soils as previously discussed.

The weight of the concrete foundation and soil backfill material on top of the foundation can be used to rest the over-turning moment. A wet unit weight of 120 pounds per cubic foot can be used for soil backfill compacted to 95 percent of ASTM D698, Standard Proctor. All soil compaction should be verified by in-place density testing. The 2018/2021 IBC requires that fill subgrades and each lift of fill be observed and tested on a full-time basis. A friction factor of 0.5 can be used for calculating sliding resistance between the base of the foundation and soil. An ultimate passive resistance of 420 psf can be used for calculating sliding and/or overturning resistance. A factor of safety of at least 1.5 should be used for calculating the sliding and overturning resistance.

Detailed foundation excavation evaluations should be performed in the footing excavation prior to the placement of crushed stone, reinforcing steel, or concrete. These evaluations should be performed by a representative of the registered Geotechnical Engineer to confirm that the design allowable soil bearing pressure is available. The foundation bearing surface evaluations should be performed using a combination of visual observation, hand-rod probing, comparison with the SPT soundings, and Dynamic Cone Penetrometer (DCP) testing, as applicable. We recommend that a 6- to 12-inch thick layer of crushed stone be placed over the excavation to protect the subgrade and provide a working mat to support the reinforcing steel until the concrete can be placed.

3.1.3 Hydro Testing

We recommend that surveyed elevation readings be obtained periodically during construction and initial filling of the tank to confirm the settlements are within tolerable limits. Three or four points around the perimeter of the foundation should be shot to the nearest 0.005 foot initially upon completion of the mat foundation and then periodically during construction and initial filling. The settlement points should be well marked and protected to avoid disturbance by construction activities. The survey data should be provided to the engineer for review.

3.2 Utilities

3.2.1 Utility Excavations

Based on the results of the explorations, utility excavations to depths of 5 feet, or possibly deeper for the new 8-inch diameter fire water pipe, below existing grades can likely be made using standard excavation techniques. The auger probes were advanced to 10 feet below existing grades; however, SPT Borings B-5, B-8, B-17 and B-18 encountered shallow dense materials and weathered rock. The borings were not advanced to 10 feet below existing grades.

Depending on the final depth and alignment of the proposed water line, it is anticipated that the weathered rock can generally be excavated with heavy-duty excavation equipment to depths of 2 to 4 feet below the exploration depths. However, isolated areas of “more competent” rock will likely require the use of hydraulic hoe rams or blasting for removal. This should be anticipated in the area of B-7 and B-8 specifically, where rock was encountered above the assumed invert of the pipe.

If groundwater is encountered in utility excavations, dewatering devices like sumps or gravity-flow trenches will likely be sufficient to temporarily dewater relatively shallow excavations. However, groundwater is not considered to be a significant issue during construction.

3.2.2 Utility Support

Contractors should provide adequate earth support and dewatering systems in utility trench excavations. Problems associated with groundwater include seepage into the excavation, partial loss of stability, and sloughing of soils. These problems can be reduced at the time of construction through the use of “sump and pump” dewatering techniques. Utility pipe systems below pavement and other structural areas should be backfilled using controlled, compacted fill. The backfill should be constructed in accordance with our site grading recommendations.

3.2.3 Utility Trench Backfill

Utilities below pavement and other structural areas should be backfilled with controlled, compacted fill. The backfill should be placed and compacted in accordance with project requirements or Township requirements. Utility trenches should be backfilled with the most granular material available. The soils encountered during the subsurface exploration of the project site will generally be suitable for use as utility backfill.

Backfill and compaction of the soils to a minimum of 95 percent of ASTM D698, Standard Proctor. All soil compaction should be verified by in-place density testing. The 2018/2021 IBC requires that fill subgrades and each lift of fill be observed and tested on a full-time basis. The excavated materials should be spread in thin layers and aerated by discing to within 4 percentage points of the optimum

moisture if necessary. If the soils are not dried, suitable borrow material will need to be imported to the site for utility trench backfill. With the on-site soils likely being within the “working range” of optimum, it should be anticipated that most of the soils excavated from trenches can be used as trench backfill.

Any soft/loose or unstable soils encountered at the utility subgrades should be over-excavated and replaced with controlled, compacted fill or open-graded stone. To facilitate compaction, provide additional protection for the pipe, and decrease the risk of excessive trench settlement, GTA recommends placing No. 57 stone, or graded aggregate base (GABC), or crushed stone (CR-6) to at least 6 inches above utility pipes made of plastic (i.e., HDPE) and to the spring-line of rigid pipes. The manufacturer’s recommendations for type of backfill and maximum depth of cover should be followed.

Hand-operated equipment should be used for compaction around utility structures. Where hand-operated equipment is used for compaction, lift thicknesses should not exceed 4 inches (as measured before compaction). When backfilling around utility structures, each lift should be uniformly compacted with a sufficient number of passes to obtain the required degree of compaction.

4.0 ADDITIONAL GEOTECHNICAL SERVICES

We recommend that, during design and construction of the project site, a geotechnical engineer should be retained to provide further geotechnical and construction observation and testing services, which may include the following items. GTA can provide these services upon request.

- Observe the proofroll of fill and pavement subgrades prior to placing fill to evaluate subgrade stability.
- Provide testing and observation services during fill placement to evaluate if the work is being performed in accordance with the project specifications and intent of the geotechnical report.
- Review excavated footings for compliance with the project drawings and the intent of the geotechnical report.
- Provide other Special Inspections as required by the project specifications, the 2021/2024 IRC and IBC, and Montgomery County.

5.0 LIMITATIONS

This report, including all supporting boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by GTA in connection with this project have been prepared for the exclusive use of Lindy Property Management pursuant to agreements between GTA and Lindy Property Management in accordance with generally accepted engineering practice. All terms and conditions set forth in the Agreement and the General Provisions attached thereto are



incorporated herein by reference. No warranty, express or implied, is made herein. Use and reproduction of this report by any other person without the expressed written permission of GTA and Lindy Property Management is unauthorized and such use is at the sole risk of the user.

The analysis and recommendations contained in this report are based on the data obtained from limited observation and testing of the encountered materials. Test borings indicate soil conditions only at specific locations and times and only at the depths penetrated. They do not necessarily reflect strata or variations that may exist between exploration locations. Consequently, the analysis and recommendations must be considered preliminary until the subsurface conditions can be verified by direct observation at the time of construction. If variations of subsurface conditions from those described in this report are noted during construction, recommendations in this report may need to be reevaluated.

In the event that any changes in the nature, design, or location of the facilities are planned, the conclusions and recommendations contained in this report should not be considered valid unless the changes are reviewed and conclusions of this report are verified in writing. GTA is not responsible for any claims, damages, or liability associated with interpretation of subsurface data or reuse of the subsurface data or engineering analysis without the expressed written authorization of Geo-Technology Associates, Inc.

The scope of our services for this geotechnical exploration did not include any environmental assessment or investigation for the presence or absence of wetlands, or hazardous or toxic materials in the soil, surface water, groundwater or air, on or below or around this site. Any statements in this report or on the logs regarding odors or unusual or suspicious items or conditions observed are strictly for the information of our client.

This report and the attached logs are instruments of service. The subject matter of this report is limited to the facts and matters stated herein. Absence of a reference to any other conditions or subject matter shall not be construed by the reader to imply approval by the writer.