

C20076 R1

## AMENDMENT TO SERVICE CONTRACT

AND NOW, this 14th day of February, 2020, this Amendment to Service Contract is hereby entered into between Lindy Communities (herein referred to as "Managing Agent") and Shearon Landscaping (herein referred to as "Contractor") as follows:

WHEREAS, the parties previously entered into a Service Contract on or about March 2018 ("Contract");

WHEREAS, the termination date on the first page of the Contract states that the Contract will terminate on December 31st 2019; and

WHEREAS, the parties desire to extend the Contract and change the termination date to December 31st, 2020.

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

1. The recitals set forth above and the Contract referred to therein are hereby incorporated herein by reference as if set forth in full in the body of this Amendment.
2. The termination date of the parties' Contract is changed to December 31st, 2020.
3. Except as expressly amended hereby, all other terms and conditions of the Contract shall remain in full force and effect.
4. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.
5. The schedule for Towers at Wyncote Apartments will be amended in accordance with proposal C20076 R1 dated February 6<sup>th</sup> 2020.

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

MANAGING AGENT:

LINDY COMMUNITIES

Brian Kroker

By: Brian Kroker

Signature:

Title: COO

CONTRACTOR:

Shearon Environmental Design Co. Inc.

By: Stephen Kennedy

Signature: Stephen Kennedy

Title: Vice president

intentionally  
blank

Shearon  
Environmental  
Design  
Company, Inc.

February 6, 2020

C20076 R1

96,506<sup>-</sup>yr.

Corporate  
5160 Militia Hill Road  
Plymouth Meeting, PA 19462  
610.828.5488 Phone  
610.828.9164 Fax  
www.shearondesign.com

Frank Baer  
Frank Lindy  
The Towers at Wyncote  
8440 Limekiln Pike  
Wyncote, PA 19095

Re: 2020 Landscape Maintenance, Seasonal Flower & Irrigation Contract

Dear Frank,

The following is a proposal which Shearon Environmental Design Company is submitting regarding; 1) the work to be done; 2) the number of times each service is estimated to be performed at the above-named site; and 3) the terms and conditions applicable to both SEDCO and the above mentioned party.



West Chester  
340 Boot Road  
Downingtown, PA 19335  
610.269.9110 Phone  
610.644.5530 Fax

Voorhees  
902 Cooper Road  
Voorhees, NJ 08043  
856.424.1727 Phone  
856.424.5679 Fax

Princeton  
337 Route 31  
Hopewell, NJ 08525  
609.466.0666 Phone  
609.466.4680 Fax

Services to be Performed and Estimated Occurrences

Maintenance	\$20,592.00	✓
• Estimated season's occurrences (24) @ \$858.00		
Hard edge sidewalks / curbs	\$984.00	✓
• Estimated season's occurrences (6) @ \$164.00		
Weed all shrub beds / tree rings	\$3,090.00	✓
• Estimated season's occurrences (10) @ \$309.00		
Prune all ornamental shrubs	\$3,796.00	✓
• Summer		
• Estimated season's occurrences (1) @ \$3,796.00		
Turf Fertilization	\$997.00	✓
• Estimated season's occurrences (1) @ \$997.00		
Turf crabgrass pre-emergent	\$347.00	✓
• Estimated season's occurrences (1) @ \$347.00		
Turf broad leaf weed control	\$781.00	✓
• Estimated season's occurrences (1) @ \$781.00		
Leaf removal	\$8,034.00	✓
• Seasonal		
Spring Clean-up and edge beds.	\$5,356.00	✓
• Estimated season's occurrences (1) @ \$5,356.00		
Apply (180) cu yd. double shredded hardwood mulch.	\$12,574.00	✓
• Spring application		
• Estimated season's occurrences (1) @ \$12,574.00		
Pre-M application for mulch beds for weed control	\$618.00	✓
• Estimated season's occurrences (1) @ \$618.00		

Spring Color Installation at the main signs and club house

\$4,900.00 ✓

- March
- (140) flats of pansies
- Estimated season's occurrences (1) @ \$4,996.00

Summer Annuals

- (275) flats of seasonal flowers
- Estimated season's occurrences (1) @ \$9,527.00

\$10,325.00

(+798)

Summer Pots (65)

- (45) flats of seasonal flowers and vines
- Estimated season's occurrences (1) @ \$3,291.00

\$4,750.00

(+829)

Fall Annuals

- (275) Flats of Viola and Pansy
- Estimated season's occurrences (1) @ \$9,528.00

\$8,350.00

-(1,178)

Winter Pots (43)

- (30) flats Viola / Pansy
- (43) 5 gallon Red / Yellow Twig Dogwood or Evergreen shrub for centerpiece
- Estimated season's occurrence's (1) @ \$4,069.00

\$4,835.00

(+766)

Irrigation system start-up

\$901.00

- Start up all systems
- Estimated season's occurrences (1) @ \$901.00

Irrigation system winterization

\$1,082.00

- Winterize (6) existing systems, pool system, dog park, monument sign and rain barrel
- Estimated season's occurrences (1) @ \$1,082.00

Sub-total:

\$92,312.00

Applicable PA Tax:

\$4,274.00

The cost for your **2020** Landscape Maintenance, Seasonal Flower and Irrigation System Contract based upon the estimated items listed above:

**\$96,586.00**

**OPTIONAL:**

Fall pruning

\$3,250.00

- Estimated season's occurrences (1) @ \$3,250.00

Should the actual services received for the season be less than the estimated number of occurrences, then the yearly total contract price will be less. If more services than indicated above are required and authorized, the yearly total contract price shown above will be adjusted accordingly. \*\*Sales tax will be charged when applicable\*\*

**Please Note:** We reserve the right to add fuel surcharge to cover additional trucking and equipment costs.

Q20076 R1

SEDCO shall commence to perform the work under this Agreement on or about **May 1, 2020** (or on such earlier date as mutually agreed to by SEDCO and customer) and the Agreement shall continue in full force and effect until **December 31, 2020** or until terminated by either party by exercising any of the conditions listed below.

**Termination:**

- A. If SEDCO fails to fulfill any provision of this Agreement, Customer shall give SEDCO written notice of all deficiencies (the "Written Notice") by personal delivery, overnight mail or certified mail. The Written Notice shall be effective at the time of receipt by SEDCO. If SEDCO shall fail to commence to cure the deficiencies set forth in the Written Notice within thirty (30) days of receipt of the Written Notice and complete curing the deficiencies within ninety (90) days after receipt of the Written Notice, then Customer shall be entitled to terminate this Agreement. In the event Customer terminates this Agreement, Customer shall immediately make payment to SEDCO for any and all work completed in accordance with this Agreement. Moreover, in the event Customer terminates this Agreement, SEDCO's liability shall be limited to the lesser of the following: (1) sums actually paid by Customer to SEDCO under this Agreement; or (2) the reasonable costs of curing the deficiencies set forth in the Written Notice. This shall be the Customer's sole and exclusive remedy.

IN NO EVENT SHALL SEDCO BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF CUSTOMER EVEN IF SEDCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- B. If customer fails to fulfill any provision of this Agreement, including without limitation payment of SEDCO's invoices in a timely manner in accordance with this Agreement, then SEDCO shall give the Customer written notice of deficiencies (the "Written Notice") by personal delivery, overnight mail or certified mail. Such Written Notice shall be effective at the time of receipt by Customer. If Customer shall fail to remedy the deficiencies set forth in the Written Notice within ten (10) days of receipt of the Written Notice, then SEDCO may terminate the Agreement and have an immediate right to all remedies for breach of the entire Agreement, including without limitation, the right to recover lost profits for the entire term of the Agreement. In addition, if SEDCO terminates this Agreement as a result of the failure of Customer to pay SEDCO's invoices in a timely manner, then Customer agrees to pay SEDCO's reasonable collection costs, including attorney's fees, court costs and other related costs and charges.
- C. SEDCO obligations hereunder shall be suspended to the extent that we are hindered or prevented from complying herewith because of labor disturbances (including strikes and lockouts), fires, storms and other weather conditions, accidents, unavailability of materials, war, governmental regulations, or interference or any cause whatever beyond our reasonable control.
- D. All written notices shall be sent by registered or certified mail with return receipt requested and shall be deemed given when mailed to the following addresses.
- E. In the event that the property is sold, contract can be terminated with 30 days written notice.

Shearon Environmental Design Company, Inc.  
5160 Militia Hill Road  
Plymouth Meeting, PA 19462

The Towers at Wyncote  
8440 Limekiln Pike  
Wyncote, PA 19095

In the event that any damages are incurred to personal property due to a fault of any SEDCO employee, SEDCO reserves the right to inspect and repair said damages or to have said damages repaired by another party which would be mutually agreed to by both SEDCO and recipient of said damages. Written notice of any damage claim must be sent to our above address.

**Terms:** Prices quoted are firm, based on the return of a signed copy of this Agreement within forty-five (45) days of proposal date. **Payment for invoices is due within 30 days.**

If you accept this Agreement, please indicate by signing below.

I, Authorized Representative for Towers at Wyncote, do hereby agree to accept the above terms and conditions.

\_\_\_\_\_  
Authorized Representative Printed Name

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

I, Anthony Haughey, do hereby agree to accept the above terms and conditions.

\_\_\_\_\_  
Anthony Haughey  
Vice President

\_\_\_\_\_  
Date

If you require a certificate of insurance, please contact:

Davis-Trachtenberg, Inc.  
15 Garrett Avenue  
Rosemont, PA 19010-1530  
Phone: (484) 386-6050  
Fax: (484) 386-6070