

C20078 R1

AMENDMENT TO SERVICE CONTRACT

AND NOW, this 13th day of March, 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 Meadowbrook Apartments will be amended in accordance with proposal C20078 R1 dated March 9th 2020.

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

MANAGING AGENT:

LINDY COMMUNITIES

By:

Signature: COO

Title:

CONTRACTOR:

Shearon Environmental Design

By: Tony Haughey

Signature: [Signature]

Title: Vice President

Intentionally
Blank

**Shearon
Environmental
Design
Company, Inc.**

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



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

March 9, 2020

C20078 R1

Brian M. Kroker
Chief Operation Officer
Lindy Property Management Company
309 York Road, Suite 211
Jenkintown, PA 19046

Re: 2020 Landscape Maintenance Contract for Meadowbrook

Dear Brian,

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.

Services to be Performed and Estimated Occurrences

Mulch bed maintenance.	\$2,670.00
<ul style="list-style-type: none">• Round-up and hand weeding as necessary• Estimated season's occurrences (10) @ \$267.00	
Spring clean-up and edge beds	\$6,000.00
<ul style="list-style-type: none">• Estimated season's occurrences (1) @ \$6,000.00	
Apply (150) cu yd double shredded hardwood mulch	\$7,500.00
<ul style="list-style-type: none">• Spring application• Estimated season's occurrences (1) @ \$ 7,500.00	
Pre-M application for mulch beds	\$346.00
<ul style="list-style-type: none">• Ronstar• Estimated season's occurrences (1) @ \$ 346.00	
Sidewalk and curb edging and debris removal	\$2,016.00
<ul style="list-style-type: none">• Estimated seasons occurrences (6) @ \$ 336.00	
Grass cutting, rotary trimming and removal of all debris on turf area prior to each cutting	\$44,352.00
<ul style="list-style-type: none">• Estimated season's occurrences (24) @ \$1,848.00	
Leaf removal from all turf areas and shrub beds	\$6,664.00
<ul style="list-style-type: none">• Estimated season's occurrences (2) @ \$3,332.00	
Planting annuals - Summer	\$5,000.00
<ul style="list-style-type: none">• May• (125) flats	

Planting Pansies – Fall	\$5,000.00
• (125) flats	
Prune summer growth on shrubs and sucker growth on minor trees	\$3,200.00
• Estimated season's occurrence (1) @ \$3,200.00	
Turf Applications-	
Fertilize with 2lb nitrogen per each 1,000sf	\$2,284.00
• November application	
• Estimated season's occurrences (1) @ \$2,284.00	
Pre-emergence crabgrass control	\$768.00
• Pre M	
• April – May application	
• Estimated season's occurrences (1) @ \$768.00	
Post-emergence broadleaf weed control	\$1,460.00
• Herbicide (2, 4-D, MCPPO)	
• Spring application	
• Estimated season's occurrences (1) @ \$1,460.00	
Post-emergence broadleaf weed control	\$1,460.00
• Herbicide (2, 4-D, MCPP)	
• Fall application	
• Estimated season's occurrences (1) @ \$1,460.00	
Irrigation Start Up	\$375.00
Irrigation shut down	\$400.00
Rototill community garden	\$650.00
Mow walking path	Included
Trim Valley Rd. @ \$45.00 per occ. (12 Occ.)	\$540.00
Install (4) flats of flowers at office - \$192.00 per Occ (2 Occ.)	\$384.00

Sub Total:	\$91,019.00
Applicable PA Tax:	\$4,214.00
Total Landscape Maintenance Contract Cost:	\$95,233.00

PAYMENT SELECTION – PLEASE INITIAL TO APPROVE

Monthly payments (including sales tax) will be **\$9,523.30** over a ten month period beginning March 2020 and ending December 2020

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.

SEDCO shall commence to perform the work under this Agreement on or about **March 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.

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

Brian M. Kroker
Chief Operation Officer
Lindy Property Management Company
309 York Road, Suite 211
Jenkintown, PA 19046

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 _____, 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.
5061 West Chester Pike
Newtown Square, PA 19073
Phone: (484) 386-6050
Fax: (484) 386-6070

