



Carter van Dyke Associates

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**PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES  
(Addendum # 1 to Professional Design Services Contract Dated October 11, 2022)**

This Agreement made this 16<sup>th</sup> day of May, 2023 by and between CARTER VAN DYKE ASSOCIATES, INC. (hereinafter referred to as the "Landscape Architect"), having an address at 40 Garden Alley, Doylestown, PA 18901, and LINDY COMMUNITIES (hereinafter referred to as the "Client"), having an address at 309 York Road, Jenkintown, PA 19406.

**PROJECT:** 251 Dekalb Pike Apartment Landscape Improvements.

**DESCRIPTION OF SERVICES:** The Landscape Architect shall prepare for approval by the Client, design development documents and construction documents for 251 Dekalb Pike Apartment landscape improvements related to the courtyard between Towers A, B & C, specifically as shown on the "Concept Sketch" dated 2-6-2023 (Exhibit "A") for the areas identified on the attached reduced plan of the area:

- Phase 1 - Fountain Plaza
- Phase 2 - Lobby Terrace/Yoga Lawn
- Phase 3 - The Link Terrace Garden (partial path system and cabana shelter area)

**Task I: Final Drawings & Specifications**

Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Client, the Landscape Architect shall prepare, for approval by the Client, Final Drawings and Specifications setting forth in detail the requirements for the construction of Phase 1, Phase 2, and Phase 3.

The Landscape Architect shall advise the Client of any adjustments to the Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

The Landscape Architect shall prepare a list of permits required by governmental authorities having jurisdiction over the Project.

The Landscape Architect shall coordinate with the engineering consultants in the approval process.

The Landscape Architect will field mark trees to be protected from construction impacts.

*Exclusions:*

Not included in the estimated fee are as follows:

- Assistance and obtaining permits.
- All engineering and stormwater calculations.
- All design of Electrical and Plumbing work.
- Property stake-out.
- Purchase of and materials needed for construction.

**Products:**

Final Drawings to include Plans, Details and Specifications as needed to construct the project including planting schedule, and site furnishings (chairs, tables, fire-pits, pergola, fountains).

**Client responsibility:**

Review and written approval of construction plans at 75% completion.

Review and written approval of Final Drawings and adjustments to estimates of Probable Construction Costs.

Obtaining all necessary permits.

**Task II: Bidding / Negotiation**

The Landscape Architect, following the Client's written approval of the Final Drawings and Specifications and of the latest Statement of Probable Construction Costs, shall prepare the necessary bidding information, bidding forms, the Conditions and form of Agreement between the Client and the Contractor.

The Landscape Architect shall provide, at the request of the Client, a list of contractors. The Landscape Architect does not make a representation or warranty.

The Landscape Architect organizes and oversees a pre-bid conference with contractors and clients in interpretation of bid documents.

The Landscape Architect will review for approval any required "shop drawings" for the project.

The Landscape Architect will prepare an addendum memorandum and/or additional drawings to clarify or interpret bid documents.

The Landscape Architect will assist the Client in evaluation of contractor bids.

**Products:**

Addendum bidding instructions

**Client responsibility:**

To attend pre-bid conference.

Review and provide a list of contractors.

To approve addendum if required.

To approve selections of site furnishings specifications provided by contractors.

**\*Task III: Construction Administration/Review**

The Landscape Architect shall provide specific construction administration services to assist the Client during the Construction of the project. These specific services are as follows:

- Conduct (5) five site observations and issue site observation reports
- Review change order requests

**COMPENSATION:** In General, the Landscape Architect has found that Professional fees for construction documentation is approximately ten percent 10% of the cost of construction

The estimated fees for the above scope of services are:

**Task I: Prepare Final Drawing and Specifications**

Construction Documentation Phase 1	\$12,773.00
Construction Documentation Phase 2	\$17,957.00
Construction Documentation Phase 3	\$24,210.00
<del>Total Estimated Fee</del>	<del>\$54,940.00</del>

P2A

NOT TO EXCEED

Task II: Bidding and Negotiation \$2,500.00

\*Task III: Construction Administration - 5 Site Visits  
and Reports (\$1,400.00/Each Visits) \$7,000.00

Construction Coordination \$2,800.00

(\*Optional, not to exceed estimate. To be billed by the hour at hourly rate of \$200)

Should the Landscape Architect anticipate fees to exceed the above estimate, the Landscape Architect shall contact the Client for authorization prior to proceeding.

**REIMBURSABLE EXPENSES:** In addition to professional fees, all reimbursable expenses shall be billed at 1.15 times the Landscape Architect's actual costs. Reimbursable expenses shall include the following: the cost of all materials, telephone, travel, reproduction, plots, presentations and perspective drawings, all landscape architectural presentation models as required or those specifically requested by the Client, all professional fees for outside consultants retained by the Landscape Architect with prior approval of the Client, and postage and shipping of documents.

**MEETINGS:** Not included in the estimated fee are fees for meetings with the Client other than as stated specifically above. All meetings not stated above shall be billed in addition to the estimated fee above in accordance with the attached hourly fee schedule.

**REVISIONS:** Not included in the above estimated fee are revisions from Client, Client's Consultants and Municipality. All revisions shall be billed in addition to the estimated fee in accordance with the attached hourly fee schedule.

**METHOD OF PAYMENT:** The Client will be billed monthly for the work completed by the Landscape Architect for Project time accumulated by the Landscape Architect in accordance with the attached hourly fee schedule. All invoices are payable within fifteen (15) days of the date of each invoice. Failure to pay within fifteen (15) days of an invoice shall entitle the Landscape Architect to cease all work on the Project until all amounts due, and owing are paid in full, or at its option the Landscape Architect shall be entitled to terminate this Agreement. In the event the contract is terminated the Landscape Architect shall be entitled to receive payment for all work completed to the date of termination. A service charge of 1.25 percent per month shall be added to all invoices remaining unpaid beyond thirty (30) days from the invoice date. Billing will commence within thirty (30) days after the work begins.


**SCHEDULE:** The Landscape Architect will commence the work upon the later of the following to occur:

1. The signing of the agreement by the Client and the Landscape Architect; or
2. The receipt by the Landscape Architect of all information required to be supplied by the Client.

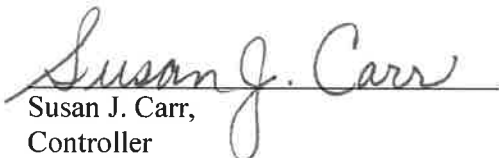
**ACCEPTED:** IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals the day and year hereinafter set forth.

**Landscape Architect:**

Carter van Dyke Associates, Inc.

  
Peter R. Fernandez, RLA, ASLA  
President


Date: May 1, 2023

  
Susan J. Carr,  
Controller

Date: May 1, 2023

**Client:**

Lindy Communities

  
Brian Kroker, COO

Date: 5/16/23

  
Witness

Date: 5/16/23

## SCHEDULE OF FEES AND CONDITIONS

Effective January 1, 2023

(Fees subject to change on an annual basis)

### LANDSCAPE ARCHITECTURAL AND PLANNING SERVICES

Professional fee rates for the various categories of personnel are as follows:

#### Hourly Fee Schedule \*

Principals	200.00
Planner	120.00
Landscape Architect	155.00
Landscape Designer I	140.00
Landscape Designer II	130.00
Landscape Designer III	120.00
Project Management Coordinator	90.00

\* For all expert witness testimony the hourly rate is 1.5 times the standard hourly rate.

#### OTHER EXPENSES

All other expenses incurred such as material, reproduction and reproducibles, long distance communications, special postage and handling, fax, printing costs, travel, meals and lodging as required, all fees for securing approvals, and other consultants retained by the Landscape Architect shall be invoiced at 1.15 times direct costs. Car mileage is invoiced at \$.65 ½ cents per mile.

#### INVOICING AND OTHER CHARGES

**INVOICES ARE SUBMITTED MONTHLY AND ARE DUE UPON RECEIPT.** A service charge of 1.25% per month will be added to invoices remaining unpaid after 30 days. In any action brought to enforce or to collect agreed fees under this Contract, the Landscape Architect shall be entitled to collect all costs and expenses incurred in connection with such action including, (Without limitation) reasonable attorney fees.

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