

March 20, 2015

C15053 R1

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

The Towers at Wyncote
8440 Limekiln Pike
Wyncote, PA 19095

Attention: Frank Lindy

Re: 2015 Landscape Maintenance Contract for Towers at Wyncote

Dear Carolyn,

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

Maintenance	\$19,416.00
• Estimated season's occurrences (24) @ \$809.00	
Hard edge sidewalks / curbs	\$912.00
• Estimated season's occurrences (6) @ \$152.00	
Weed all shrub beds / tree rings	\$3,000.00
• Estimated season's occurrences (10) @ \$300.00	
Prune all ornamental shrubs	\$3,580.00
• Summer	
• Estimated season's occurrences (1) @ \$3,580.00	
Turf Fertilization	\$968.00
• Estimated season's occurrences (1) @ \$968.00	
Turf crabgrass pre-emergent	\$337.00
• Estimated season's occurrences (1) @ \$337.00	
Turf broad leaf weed control	\$758.00
• Estimated season's occurrences (1) @ \$758.00	
Leaf removal	\$7,565.00
• Seasonal	
Spring Clean-up and edge beds.	\$5,200.00
• Estimated season's occurrences (1) @ \$5,200.00	
Apply (180) cu yd. double shredded hardwood mulch.	\$11,852.00
• Spring application	
• Estimated season's occurrences (1) @ \$11,852.00	
Pre-M application for mulch beds for weed control	\$600.00
• Estimated season's occurrences (1) @ \$600.00	

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

Summer Annuals	\$7,300.00
• (200) flats	
• (21) Canna to accent the entrance and Tower signs	
• Estimated season's occurrences (1) @ \$7,300.00	
Summer Pots (40)	\$1,800.00
• (40) 3gal Caladium for centerpiece	
• Estimated season's occurrences (1) @ \$1,800.00	
Spring Violas	\$5,320.00
• (152) flats	
• Estimated season's occurrences (1) @ \$5,320.00	
Fall Violas	\$5,320.00
• (152) Flats	
• Estimated season's occurrences (1) @ \$5,320.00	
Spring / Fall Pots (28)	\$1,260.00
• (28) 5 gal Red or Yellow Twig Dogwood for centerpiece	
• Estimated season's occurrence's (1) @ \$1,260.00	

Sub-total:	\$75,188.00
Applicable PA Tax:	<u>\$3,481.00</u>

The cost for your 2015 Landscape Maintenance Contract based upon the estimated items listed above:	\$78,669.00
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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 **May 1, 2015** (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, 2015** 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 attorneys 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