



NEW HOPE SOLEBURY SCHOOL DISTRICT
3020 SUGAN ROAD
NEW HOPE, PENNSYLVANIA 18938

Sales: Chris Mason Jr.

**New Hope Solebury School District-3020 Sugan Road-
Playground Extension and Edging**
3020 Sugan Road New Hope, Pennsylvania 18938

Est ID: EST6477156

Date: Jul-29-2026

Email: Garslanian@NHSD.org

Phone: 413-427-8935

Playground Area Extension

\$24,474.41

- - Remove and dispose of the existing buried 6x6 timber along the front edge of the playground adjacent to the existing channel drain.
 - Layout and excavate the proposed playground expansion area totaling approximately 3,600 square feet according to plans provided
 - Layout to be painted out on site to confirm size
 - Excavate the new playground area to a depth of 12 inches below finished grade.
 - Furnish and install 12 inches of certified playground mulch throughout the excavated area.
 - Dispose of all soil on site along hillside by playground and blend in with surrounding grades
 - Install approximately 460 linear feet of Owner-supplied plastic 4" playground edging.
 - Secure the edging with manufacturer-recommended stakes and install in accordance with the manufacturer's specifications.
 - Haul away and properly dispose of all excess materials and construction debris generated by the work.
 - Finish grading, seeding and straw installation of disturbed area immediately around play area and along hillside

Subtotal	\$24,474.41
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Taxes	\$0.00
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Estimate Total	\$24,474.41
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Contract Payment Summary

PO #	EST6477156	Contract #	EST6477156
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Mason's Landscaping and Construction
4275 County Line Road #132
Chalfont, PA
18914

P.2155890830

Masonslandc.com
chris@masonslandc.com

Invoice 1	Deposit-EST6477156-Playground Extension	\$7,342.32
	Invoice Total	\$7,342.32
Invoice 2	Completion-EST6477156-Playground Extension	\$17,132.09
	Invoice Total	\$17,132.09

Terms and Conditions

Acceptance of Proposal: The Price, specifications, and terms are satisfactory and hereby accepted. Mason's Landscaping and Construction is authorized to perform the work as specified.

- Quotes are valid for 30 days. Project start dates and completion dates are subject to change due to unforeseen weather/ site conditions and material delays. Insurance certificates provided upon request. Owners have the right to terminate this agreement within (3) business days and are entitled to a full refund on all non-special order items. Permits/ inspections/ private utility markings and township approvals are the responsibility of the client unless specified otherwise.

Payment

- 30% deposit is due upon signing the contract. Special order items are nonrefundable. Progress, change order and completion payments are due upon receipt. **A 3.5% processing charge will be added to all invoices for all types of electronic payments. No processing charge for cash or checks.**
- Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at twelve percent (12%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment. The act of non-payment creates a lien in favor of the Contractor Inc. in any and all equipment and property of the Client in the possession of the Contractor Inc. as well as in the Work in progress as at the date of termination. The Contractor Inc. shall be at liberty to retain possession of the same pending payment in full. In the event the Customer fails or refuses to pay Contractor all the amounts due the Contractor hereunder pursuant to the terms hereof and the Contractor shall institute suit in this or any other jurisdiction to recover same, the Contractor shall be entitled to and the Customer agrees to pay the Contractor, in addition to the damages awarded to the Contractor for the Customer's breach of contract, any and all court costs, filing fees, discovery expenses, and reasonable attorney fees incurred thereby. Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to the Contractor Inc.
- Contractor reserves the right to apply a surcharge to the invoice commensurate with increases in fuel or material costs.

Procedure for Extra Work and Changes

- If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice. Work above and beyond the specifications identified in the agreement documents are considered extra work. Services required to complete the requested extra work will be billed based on time and material basis. If not provided as part of this agreement, time and material costs are available upon request.
- **Contract Change Order (CCO):** Any Contract change in scope in excess of one thousand five hundred dollars (\$1,500.00) requires a CCO under which Work is to proceed. Work will not commence under a CCO unless with written Owner approval.
- For Changes in scope of less than one thousand five hundred dollars (\$1,500.00), the Contractor will provide the

Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

General Terms

- **Payments Received:** The warranty for the contract is only valid if the contract/ invoice is paid in full and on time.
- **Diligence:** The Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- **Competence:** The Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively. This Warranty is not transferable and is valid for only the authorized party.
- **Accessibility:** If equipment & material must be stored, unloaded, or driven on client's driveway, parking lot or walkways due to job accessibility; Mason's Landscaping and Construction will take proper precautions to protect the surface but is not responsible for any damages that occur. Example: (cracks, chips, tire marks, discoloring, staining & etc.)
- **Building/Window/Vehicle Washing:** Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by the Contractor. Any necessary cleaning due to Construction or Work by the Contractor will be the responsibility of the Client.
- **Site Unknowns:** The scope of the Contract Work and contract price assume suitable site conditions, including, the condition of all excavated areas. Contractor shall not be responsible for underground rock, water, voids, unsuitable or non-compactable soils, trash pits, refuse, objects or hazardous materials encountered during excavation. In the event Contractor encounters such underground conditions or objects upon excavation, Contractor shall promptly notify Owner of such condition(s) and advise whether Contractor is able to proceed with the work as proposed. In the event that Owner wishes Contractor to proceed with the Contract Work despite the underground conditions, Contractor and Owner shall sign a Contract Change Order to amend the scope of the Contract Work and set forth any additional cost of the Contract Work given the underground conditions. The additional work and cost may include the cost of additional excavation, rock removal or blasting, well-points, removing, hauling and replacing unsuitable soils with good materials, additional compaction, additional stone backfill and/or professional services, hauling and disposal in the event that hazardous materials are encountered. In the event that Owner does not accept the Contract Change Order, the Work shall be stopped, and this contract shall be terminated, and Contractor shall be paid for such Work performed and non-returnable materials purchased as of the date of the proposed Contract Change Order.
- **Damaged Utilities:** MLC will call for utility mark-outs which will be performed by PA ONE CALL utility service in the appropriate amount of time prior to construction. MLC is not responsible for any damage to utility lines due to inaccurate mark-outs. MLC is not responsible for private "unmarked utilities or components" such as electric lines, gas lines, landscape lighting, invisible fence, pool lines/ equipment, or other privately buried items that are not marked by PA ONE CALL. Should damage occur to utilities that were accurately marked by PA ONE CALL during construction, the Contractor is only liable for the cost of the repair. The Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities.
- **Force Majeure:** Environmental conditions may prevent the ability of MLC to install stable stone bases. Additional cost may be involved if adverse conditions are to be mitigated (freezing temperatures, poor sub-grade, excessive precipitation, etc.) and this cost is the responsibility of the client.

Materials and Tolerances

- **Wood:** Pressure treated wood, Cedar, or other types of wood cannot be guaranteed against warp, age, checking, splitting or cupping.
- **Natural Products:** In many designs MLC incorporates natural stone products such as bluestone, slate, flagstone, Belgium block, boulders, etc., these products may have variations in color, different shades, defects, and differ in size. MLC's warranty does not cover any natural stone products. Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product, and the Client accepts this as a natural and acceptable quality of the stone.
- **Metal:** Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation.

- **Concrete:** Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. There is no guarantee that the concrete will not develop crack(s) in other locations soon after the pour and later on. A crack that is 1/2 of an inch or less (height or gap) is not a warranty issue. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore, it is not possible to produce an exact match with pours over 10 cubic yards. The Client absolves the Contractor of liability if "smooth" concrete is the desired finish (due to slippage).
- **Mortar Joints/ Cement/ Stucco:** Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of cured cement. Any crack that is not a structural concern will not be covered under warranty
- **Material Grades:** The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. The Contractor shall endeavor to enable the Client to see or understand the representative range of color, surface texture, and related of all materials seriously considered for installation on a project, however, it will be the responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or constructed.

Warranty

- **Manufactures Warranty:** All construction materials are subject to manufacturer's specific warranties/guarantees.
- **Planting Warranty:** Provided plant material has received reasonable care and protection, and proper watering practices have been followed, MLC will guarantee all plant material supplied and installed for a period of one (1) year from the time of installation provided the original project was paid in full. The warranty does not apply in cases of loss due to drought, severe winter temperature, storms, insect injury, or factors beyond reasonable control. Plant material under warranty will be replaced only one time at no charge. There is no warranty on annuals, perennials or transplants.
- **Seed/ Sod Warranty:** MLC provides a 15 day warranty for sod up to initial rooting only. There is no warranty for grass seed. There is no warranty for settling of soil or re-grading.
- **Masonry/ Hardscape Warranty:** MLC provides a two (2) year warranty of all new construction and craftsmanship of Masonry / hardscape work including pavers, wall blocks, natural stone, brick, block, veneer, stucco, pillars, walls, and fireplaces.
- **Drainage Warranty:** MLC provides a one (1) year warranty of all new construction and craftsmanship of drainage and grading work including buried downspouts/sump pump discharge lines, French drains, collection pits, and swales etc.
- **Concrete Flatwork Warranty:** MLC provides a one (1) year warranty of all construction and craftsmanship of concrete flatwork including slabs, sidewalks, patios, curbs, porches, steps, floors, and stamped/ color applications.
- **Use of Client Selected and Approved Substandard Materials:** Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the warranty will be void or otherwise limited in writing on those items so impacted but will remain in effect for all other elements of the project not impacted directly or indirectly by use of substandard materials. The Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the warranty of the Contractor – prior to purchasing and/or installing such materials.

Client Responsibilities

- The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in effect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor.
- It is the Client's responsibility to inspect the Work performed by Contractor to determine if it is satisfactory and to their specification. If the Client does not advise Contractor that there is a need for additional services, then the parties hereby agree that Contractor has satisfactorily performed its contractual duties at the time.
- If Client or their agent declines to have the Contractor apply the services contemplated herein to any portion of the Premises, the Client acknowledges that the Contractor is not responsible for any damages or claims whatsoever relating to or caused, in whole or in part, by the failure to apply the Services to the Premises in any particular

circumstance, and Client further agrees to indemnify and hold harmless the Contractor and its agents and employees from and against any such claims and acknowledges that it has the sole responsibility to manage the Premises.

- The Client acknowledges that the Contractor may assign the agreement and the agreement will survive change in ownership of either party.
- The client shall indemnify and hold harmless the contractor and its owners, agents, representatives, and employees from and against any and all claims, whether actual, threatened or alleged, including damages, losses, costs, and expenses, including, but not limited to attorneys' fees, legal costs and legal expenses arising out of or resulting from the performance of the contractor's work under this contract, provided that such claim, damage, loss, cost, 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) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the client, or anyone for whose acts the customer may be liable regardless of whether caused in part by the negligent act or omission of a party indemnified hereunder provided it is not caused by the sole negligence of a party indemnified hereunder.

Contractor: Chris Mason Jr.
Chris Mason Jr.

Client: _____

Signature Date: 07/29/2026

Signature Date: _____

Email: Chris@MasonsLandC.com