Facilities Advisory Committee Meeting
Tuesday, August 18, 2026 4:30 PM Eastern

District Office Conference Room
180 West Bridge Street
New Hope, PA 18938

1. **Call to Order**
2. **Approve Minutes from the (June 16, 2026) meeting**
   2.A. Approve Minutes from the June 16, 2026 meeting
3. **Public Comment**
4. **Old Business**
   4.A. Update on Athletics
   4.B. Update on Facilities and Grounds
5. **New Business**
   5.A. LES Playground
6. **Adjournment**

Facilities Committee Meeting (Tuesday, June 16, 2026)
Generated by Nazaneen Khalilnaji-Otto on Wednesday, June 17, 2026

Sign In Sheet

A. Call to Order
Chair, Montu Patel, called meeting to order at 4:30 PM. Per Board Operating Guideline 006.2, all public meetings of the Board of Directors, including committees, are audio recorded.

B. Approval of Minutes
Minutes: 1. Approval of May 19, 2026 Minutes

A motion was made and seconded to approve the May 19, 2026 Facilities Committee meeting minutes.
The motion carried unanimously

C. Public Comment
The Chair opened the 3-minute public comment period.
Mel Band – Solebury Township Resident
- Submitted two Right-to-Know requests seeking copies of the three state contract quotes related to the fire alarm upgrade discussed at the prior Facilities Committee meeting.
- Questioned whether committee members had reviewed and discussed the quotes before making a recommendation.
- Commented that state-approved vendors are licensed and background checked but questioned whether the district is required to select the lowest state-approved quote.
- Referenced the solar proposal discussed at the previous meeting and asked about the projected break-even period for the proposed $1.4 million parking canopy system.
- Referenced commencement materials and noted that, based on his review, 50 of 104 graduates received the state diploma pathway. Commented on district graduation requirements and the distinction between state minimum requirements and district expectations.

Jessica Hough – Solebury Township Resident and Parent
- Recommended that portions of district property be converted to native meadow areas as an educational and environmental resource.
- Discussed benefits including carbon sequestration, stormwater absorption, pollinator habitat, reduced mowing, birdwatching opportunities, and environmental education.
- Suggested that students could participate in creating and maintaining the meadow and use the area for learning opportunities such as bird counts and native plant studies.
- Referenced potential partnerships with the Bucks County Conservation District, Honey Hollow Nature Center, Bowman's Hill Wildflower Preserve, Aquetong Watershed Association, the Environmental Club, and the LES/UES Sustainability Committee.

Pam Kerr – Solebury Township Resident
- Expressed support for the native meadow proposal.

Toby Klein
- Expressed support for the proposal and stated that it could be a positive addition to both the district and the community.

Jade Green – Solebury Township Resident and Chair of the LES/UES Sustainability Committee
- Expressed support for the native meadow proposal and discussed connections to environmental education and curriculum.
- Provided an update on the Little Libraries project, noting that libraries have been installed near the LES and UES playgrounds and are being actively used by students.

Committee Discussion / Responses
- Potential locations for native meadow areas.
- Educational applications and curriculum connections.
- Environmental Club involvement.
- Stormwater management areas and other suitable locations on campus.
- Opportunities for student participation in planning and maintenance.
- Clarified the distinction between public bidding requirements and purchases made through state and federal contract purchasing programs.
- Clarified that the solar panel presentation discussed at the previous meeting were intended as illustrative concepts and that future exploration would likely focus on existing flat roof structures and qualified vendors capable of completing district work.

D. Old Business

Information: 1. Update on Athletics – Ms. Anne Tamporello, Director of Athletics

Athletics Recognitions
- Baseball
  - Anthony Whelan, Sophomore – First Team Pitcher
  - Lucas Kevorkian, Sophomore – Second Team Catcher
  - Blake McCagg, Junior – Second Team Shortstop
  - Kiernan Patel, Senior – Second Team Outfield
  - JT Bach, Junior – Honorable Mention Second Base
  - Charlie Plebani, Senior – Honorable Mention Outfield
- Boys Lacrosse
  - Colin Foster – USA Lacrosse All-Academic Team
- Girls Lacrosse
  - Season complete.
- Softball
  - Dagny Mobley, Junior – Suburban One League MVP
  - Dagny Mobley, Junior – First Team Pitcher
  - Riley Sim, Sophomore – First Team Catcher
  - Mabel Klossner, Junior – First Team First Base
  - Juliet Freer, Freshman – First Team Designated Player
  - Rachel Sim, Junior – First Team Outfield
  - Mabel Klossner, Junior – Second Team Pitcher
  - Morgan Foster, Freshman – Second Team Third Base
  - Kaylee Harris, Senior – Second Team Outfield
  - Natalie D'Agostino, Freshman – Honorable Mention Second Base

    - Danielle Wilson, Sophomore – Honorable Mention Outfield
- Boys Tennis
    - Season complete.
- Track & Field
    - Season complete.

Business Updates:

- Scoreboard quote process has begun.
- Fall athletics registration is open.
- Free athletic physicals are scheduled for August 5, September 9, and October 28.
- Planning has begun for the 2027 Hall of Fame Banquet.
    - Request for recommendations for Hall of Fame committee members.
- Long Jump Pit Concrete
    - Lantech representative scheduled to visit June 27 to review the long jump pit issue.
    - Administration continues to pursue information regarding the original construction.
    - Legal counsel, Erin Aronson, has been consulted regarding potential next steps if the issue is not resolved administratively.
- ADA Ramp Handrails
    - Sections of the ADA ramp handrails between the football concession area and diamond fields have separated at weld points.
    - Railings remain in place and usable but require repair.
    - Fidevia and the contractor have been notified and corrective action is being pursued.
- Permanent Turf Netting
    - Permanent netting is being explored to improve safety and ball containment around the turf field. Estimated cost is expected to exceed $100,000.
    - Project would require permanent support poles, netting, and related infrastructure.
    - Current temporary netting is not sufficient and requires frequent replacement.
- Softball Field Drainage
    - Drainage improvements continue to perform as intended following recent rain events.
- Hall of Fame
    - Existing athlete nomination process remains in place.
    - Recommendations for Hall of Fame committee members were requested to be a part of reviewing nominations and making award decisions.
- Summer Camps
    - Eight camps are being offered this summer.
    - Boys Basketball Camp has more than 50 participants.
    - Field Hockey Camp participation remains strong.

Information: 2. Update on Facilities and Grounds – Mr. George Arslanian, Facilities Supervisor

- Hugh Marshall completed the tree planting project.
- Environmental Club plantings have been completed.
- Bronze plaques have been installed at the field house.
    - Considering adding a lion head to complete the field house plaque display.
- Posts have been installed for the Little Libraries.
- Safe Sidewalks is scheduled to complete sidewalk leveling and trip hazard repairs in the coming weeks.
- Painting has begun at the Lower Elementary School, including classrooms and office spaces.
    - Carpet replacement is planned in five LES locations. Existing carpet is more than 25 years old.
- Pad for the new storage building is expected to be completed in the coming weeks, with installation of storage building anticipated in late July or early August.
- Preparation for the Middle School STEAM Lab has begun, including removal of shelving, packing of library materials, and painting completed by district staff.
    - New lighting and epoxy flooring are planned for the STEAM Lab area.
    - Original estimate to paint the STEAM Lab ceiling grid and tiles were purchased.
- New backstage theater shelving is being installed through Ed Fund support.

Information: 3. Update on Projects for FCA in 2026 – Mr. Scott Radaszkiewicz, Director of District Operations

- Upper Elementary School HVAC
    - Reviewed a $7,200 quote for controls work associated with six Upper Elementary School HVAC units scheduled for replacement.
    - Controls work was not included in the original replacement proposal.
    - Quote presented included pricing for the entire building; only the six replacement units would be completed at this time.
    - Committee Discussion
        - Prevailing wage requirements do not apply to the six-unit project but would apply if the entire building project were completed at once.
        - Previously approved replacement cost for the six units was $158,960.
        - Unit costs vary based on location and installation requirements for labor.
- High School Theater Sound and Lighting
    - Pricing received was significantly higher than anticipated.
    - Michael Howell, Stage Manager EDR holder, and Dave Bachart, Music Director, reviewed the project and determined that much of the installation work could be completed in-house.
    - Equipment would be purchased directly by the district.
    - Installation would be completed during the summer and paid through EDR summer compensation.
    - Committee Discussion
        - Estimated equipment cost of $300,000–$400,000.
        - Prior vendor-installed estimate of $600,000–$700,000.
        - Scissor lift rental estimated at $1,000–$2,000.
        - Replacement of aging lighting with LED fixtures.
        - Replacement of outdated sound equipment while utilizing existing infrastructure.
        - Liability coverage for district employees completing the work.
        - Warranty implications of in-house installation and potential extended warranty options to be explored.
    - Motion

        - A motion was made to move the High School Theater Sound and Lighting Project forward to the Board for consideration, not to exceed the budgeted amount of $420,000, with administration pursuing the lowest-cost equipment through the appropriate purchasing process.
        - Andrew seconded the motion.
        - The motion carried unanimously.
- Transportation Fuel Tank
    - Item was removed from the previous Board agenda due to questions regarding consortium pricing.
    - Verified as an approved COSTARS/state contract purchase.
    - Item will be presented to the Board in June.
- Fire Alarm Panels
    - Item will be presented to the Board in June.
    - National contract pricing is approximately $30,000 lower than comparable state contract pricing.
    - National contract pricing is approximately $170,000.
    - Legal review is underway regarding requirements associated with the national contract.

Information: 4. Update on Lions Legacy Projects for 2026 – Mr. Scott Radaszkiewicz, Director of District Operations

- Middle School STEAM Lab
    - Windows and walls project is being reviewed to confirm compliance with state purchasing requirements.
    - Expected to be presented to the Board in June if contract details are finalized.
- LES Playground
    - Recent fundraiser included activities such as "Pie a Teacher" and a dunk tank activity.
    - Fundraiser generated approximately $2,500.
    - Private donation of $20,000 received.
    - New Hope Helping committed approximately $10,000 toward one playground structure.
    - Additional donations totaled approximately $5,000.
    - Additional fundraising opportunities include approximately ten bench sponsorships.
    - Existing playground will be refinished during the summer.
        - Playground perimeter will be expanded.
        - Area will be re-mulched with either wood chips or rubber surfacing depending on available funding.
    - Full playground project is not expected to be completed before the start of school.
    - Inclusive play pieces will be selected with LES staff input and added as funding allows.
    - Committee Discussion
        - Clarification – the $50,000 is the Board commitment and additional funds raised will increase the total project budget rather than offset the $50,000.
        - Additional fundraising will increase the overall project budget rather than offset the Board commitment.
        - An $80,000 gift has also been received for the Middle School STEAM Lab project

E. New Business

1. District HVAC Service Contract

- Radius provides support for district building controls and operating systems.
- Radius has supported the district for many years and regularly services district facilities.
- Committee Discussion
    - Annual contract increase from the prior year.
    - Radius supports building controls and operating systems.
    - Johnson Controls supports physical HVAC equipment and components.

2. UES HVAC Upgrade of 6 Replacement Units

- Reviewed the $7,200 controls upgrade associated with the six Upper Elementary School HVAC replacement units.
- Committee Discussion
    - Potential eligibility for PECO Energy Smart rebates.
    - Application process and submission requirements.
    - Potential rebate opportunities based on unit model numbers and efficiency ratings.
- Motion
    - A motion was made to move forward with the District HVAC Service Contract and the UES HVAC controls upgrade for six replacement units in the amount of $7,200.
    - The motion was seconded.
    - The motion carried unanimously.

3. Park Mobile Parking

- Request received to disable ParkMobile during the St. Baldrick's event.
- Current practice is to disable ParkMobile for the New Hope Auto Show, Art Show, and district-sponsored events when needed.
- Committee Discussion
    - Whether disabling ParkMobile for St. Baldrick's would create a precedent for future charitable event requests.
    - Whether the event should be treated differently because of significant district student and family participation.
    - Availability of free parking in district lots.
    - Whether attendees could be directed to free parking rather than disabling ParkMobile.
    - Whether parking fees discourage attendance.
    - Whether ParkMobile revenue should ever be donated to charitable events.
    - Distinction between district-sponsored and community-sponsored events.
    - Original intent of ParkMobile as a revenue source for non-district users parking on district property while visiting New Hope.
    - No change to current practice was recommended.
    - The topic will be revisited prior to the next St. Baldrick's event or if similar requests are received.

F. Adjournment

- With no further business, the meeting was adjourned at approximately 5:52 PM.

SUMMER FACILITIES PROJECTS UPDATE

Report to the New Hope-Solebury School District Facilities Committee

August 2026

UES HVAC Refresh Awaits Equipment Delivery

Post-School Year Installation Planned



Project Scope

Full System Replacement

Targeting 24 end-of-life units operating since 2005 across various grade levels.

Control Interface Upgrades

Upgrading gym and cafeteria systems to optimize overall energy efficiency.

Current Status

Orders Placed

Contract is officially executed and all primary equipment orders have been submitted.

Summer Timeline

Awaiting remaining deliveries; installation will be planned once all units have arrived.

FCA 2026 PROJECTS

LES STORAGE SHED REPLACEMENT

This project involves the demolition and replacement of the deteriorating 30-year-old bus lane storage shed.

The concrete slab has been poured, and building construction officially began last week. We anticipate the project will reach estimated completion by mid-next week, significantly improving the safety and aesthetics of the bus lane area.





THEATRE LIGHTING & SOUND UPGRADE

FCA 2026 Project — Vendor Selection Phase



PROJECT SCOPE & OBJECTIVES

- **Replace original 1998 lighting and sound systems to eliminate ongoing technical instability.**
- **Establish a highly functional, modern performance space for high school theater students.**

CURRENT EVALUATION STATUS

Vendor quotes are currently undergoing formal administrative review. This critical evaluation stage ensures rigorous alignment with district technical specifications and fiscal controls.

On-site integration and hardware deployment will commence immediately following the final vendor selection and the subsequent arrival of specialized theater equipment.



Transportation Fuel Tank Ordered for Post-Opening Installation

PROJECT SCOPE

The scope involves the safe removal of our 30-year-old 10,000-gallon diesel tank and the installation of a new, more efficient 8,000-gallon replacement tank.

CURRENT STATUS

The replacement tank has been successfully ordered. On-site installation work is scheduled to begin shortly after the school opens to ensure continuous transportation operations.

LES PLAYGROUND MAKEOVER

Lions Legacy 2026 Project

PROJECT SCOPE

The project scope includes essential cosmetic and functional updates to the 20-year-old playground structure, as well as integrating new ADA-compliant equipment to ensure inclusive play for all students.

TIMELINE & STATUS

Refurbishing and groundwork are scheduled to begin the week of August 17th, with an estimated completion date set prior to the start of the school year.



FIELD #5 RENOVATION

Girls Softball Field Upgrades Complete

- Install a brand-new, high-durability outfield and perimeter fence to improve player safety and field containment.
- Perform a comprehensive infield reconstruction, re-grading and replacing the clay mix to ensure optimal drainage and playability.

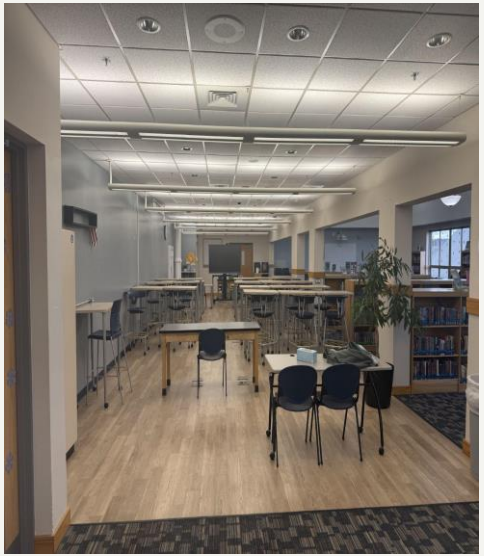


MIDDLE SCHOOL LIBRARY STEM LAB

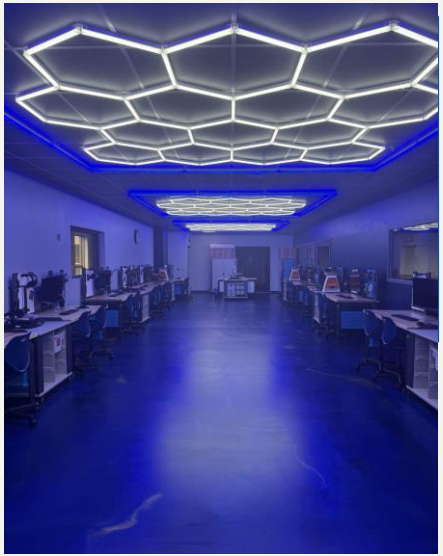
REACHES NEAR COMPLETION • LIONS LEGACY 2026

The Middle School Library STEM Lab is a major Lions Legacy 2026 project, generously supported by a $1 million U.S. Navy STEM Equipment Grant. The scope highlights repurposing a section of the existing Middle School Library into a specialized STEM laboratory designed to house advanced educational equipment. This project is currently mostly complete, transforming the space into a state-of-the-art learning environment for our students.

Original Room



New STEM Lab



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**
Taxes	**$0.00**
Estimate Total	**$24,474.41**

Contract Payment Summary

PO # EST6477156 **Contract #** EST6477156

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, parkinglot 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 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. <u>There is no warranty on annuals, perennials or transplants.</u>
- **Seed/ Sod Warranty:** MLC provides a 15 day warranty for sod up to initial rooting only. <u>There is no warranty for grass seed. There is no warranty for settling of soil or re-grading.</u>
- **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