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March 14, 2023

WORK ORDER #10257

PROPOSAL FOR

MICHAEL SILVERMAN
CITY OF PASCAGOULA
DELMAS AVENUE PARK
DELMAS STREET
PASCAGOULA, MS 39567

DESCRIPTION OF WORK TO BE PERFORMED

Prices include all labor and materials associated with the below listed scope of work:

- Demo existing shrubs, crape myrtles, red rock, metal edging, existing turf, mulch, and pavers in center of courtyard 2,500.00
- Haul off and dispose of materials \$1,000.00
- Install 25 cy topsoil and grade to drain \$1,250.00
- Install 750 sqyds Zoysia Sod \$5,250.00
- Mulch around existing plam trees and oak tress that are to remain \$250.00

- Install new landscape in front of Paradise Deli - \$1,500.00
 - 8 # 7 gallon Shrubs
 - 20 #3 gallon plants
 - Soil conditioner and mulch

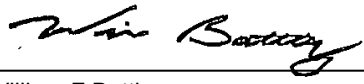
TOTAL: \$11,750.00

Terms and Conditions

IN CONSIDERATION of the mutual promises and agreements contained in this Agreement, Customer and Contractor hereby agree to the following terms and conditions:

1. **Change Order:** The scope of the services to be provided hereunder shall not be changed in any material respect without a mutually agreed upon change order executed by an authorized representative of each party.
2. **Payment of invoices:** All invoices are due thirty (30) days after the date of invoice. Past due amounts bear interest at a rate of 10% per annum (Mississippi) beginning from the date first due until paid in full (8% Alabama, 12% Louisiana, 18% Florida). Contractor may suspend services under this Agreement until contractor has been paid in full for all amounts due for services, materials, and/or other related charges.
3. **Credit Card Transaction Fee:** All payments made by credit card may be subject to a 4% transaction fee, or the highest allowed by law, if less. (Not applicable in Colorado, Connecticut, Florida, Kansas, Maine, Massachusetts, or Oklahoma)
4. **Costs/Attorneys' Fees:** Customer agrees to pay, in addition to all amounts due and payable hereunder, all costs of collection incurred by Contractor collecting or enforcing this Agreement, including, without limitation, reasonable attorneys' fees and expenses actually incurred.
5. **Choice of Law and Venue:** All questions concerning the construction, validity and interpretation of this agreement shall be governed by the laws of the State of Mississippi. Any dispute arising out of, or concerning, this Agreement shall be resolved exclusively in a federal or state court of competent jurisdiction located in Jackson County, Mississippi and shall be chosen at the sole discretion of the Contractor. To the extent, necessary, the parties hereby submit to, and agree not to contest, the jurisdiction of such courts.
6. **Lien:** To the extent allowed by law, Customer's failure to fulfill to its obligations under this Agreement may result in lien rights in favor of the Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be dated as of the date set out hereinabove.

By 
William F Battley

By _____

Date March 14, 2023

Date _____

GULF BREEZE LANDSCAPING, LLC

CITY OF PASCAGOULA