



P.O. Box 347
Gautier, MS 39553
Phone: 228-497-3356
Fax: 228-497-4754

August 24, 2023

WORK ORDER #10953

PROPOSAL FOR

MICHAEL SILVERMAN
CITY OF PASCAGOULA
MACHPELAH CEMETERY
5112 MACPHELAH ROAD
PASCAGOULA, MS 39581

DESCRIPTION OF WORK TO BE PERFORMED

TREE TRIMMING & BRUSH REMOVAL

Gulf Breeze Landscaping agrees to provide all labor, equipment, and materials necessary to perform the following scope of work:

- > Lifting of low hanging tree limbs to a min height of 8' for clear walking paths and remove overgrowth from vehicle pathways.
 - scrub brush at the base of trees to remain (per site visit discussions)
- > Removal of existing shrubbery and scrub growth from tree line along Machpelah Road.
- > Excavate root system of shrubs to be removed at cemetery entrance and backfill with topsoil and sod
 - Gulf Breeze Landscaping does not provide a warranty on sod where automated irrigation is not present
 - watering services may be requested by the customer for an additional cost
- > Removal of 2 existing wood/concrete benches
- > Install small shrubs at existing sign bed and build similar small bed on Southwest corner of property for future sign.
 - includes plant install, mulch, and metal edging border
- > Removal and disposal of all generated debris and small debris piles throughout the cemetery

SALE:	\$9,670.00
SALES TAX:	\$676.90
TOTAL:	\$10,346.90

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 
Christopher Irwin

By _____

Date August 24, 2023

Date _____

GULF BREEZE LANDSCAPING, LLC

CITY OF PASCAGOULA