

LAWN CARE SERVICE CONTRACT

I. The Parties. This Lawn Care Service Contract ("Agreement") made 1 MAY, 2024 ("Effective Date"), is by and between: Sweet Bay Landscapes, LLC **Service Provider**, with a mailing address of 1806 Sweet Bay Road, Chipley, Florida 32428

AND

Client: Washington County Board of County Commissioners, 1331 South Blvd Chipley Florida, 32426

Service Provider and Client are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, and in consideration of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

II. Term. The term of this Agreement shall commence on 1 MAY, 2024 and terminate: (check one)

- At-Will: Written notice of at least _____ days' notice.
- End Date: On 30 APRIL, 2025.
- Other: _____.

III. The Service. The Service Provider agrees to provide the following: (check all that apply)

- Mowing + TRIMMING
- Edging
- Trimming Hedges and Bushes
- Mulching
- Raking and Debris Removal
- Other: See exhibit A annexed hereto

Hereinafter known as the "Service."

Service Provider shall provide, while providing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

IV. The Property. See exhibit "A" and the request for bid/proposals the terms of which are incorporated herein

V. Payment Amount. The Client agrees to pay the Service Provider the following compensation for the Service performed under this Agreement: (check one)

- \$____ / Hour
- \$____ / per Job. A "Job" is _____.
- Other: per cycle as shown on exhibit A payable on a monthly basis.

Hereinafter known as the "Payment Amount."

VI. Payment Method. The Client shall pay the Payment Amount: (check one)

- When Invoiced
- Daily
- Weekly
- Bi-Weekly
- Monthly
- Other: __per see item V above

_____.

Hereinafter known as the "Payment Method." The Payment Amount and Payment Method collectively shall be referred to as "Compensation."

VII. Retainer. The Client is: (check one)

- To pay a retainer in the amount of \$_____ to the Service Provider as an advance on future Services to be provided ("Retainer"). (check one)
 - Retainer is Refundable.
 - Retainer is Non-Refundable.
- Not required to pay a retainer before the Service Provider is able to commence work.

VIII. Inspection of Services. Any Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

IX. Time is of the Essence. Service Provider acknowledges that time is of the essence in regard to the performance of all Services.

X. Confidentiality. n/a

XI. Taxes. Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

XII. Independent Contractor Status. Service Provider acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Client. Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent to anyone that it has a right to do so. Service Provider further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.

XII. Safety. Service Provider shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-Service Providers, material suppliers, and all other persons from the risk of death, injury, or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

XIV. Alcohol and Drugs. Service Provider agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services. If the Service Provider or any of their agents, employees, or subcontractors are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate immediately.

XV. Successors and Assigns. The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Service Provider or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Service Provider or Client.

XVI. Default. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.

XVII. No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

XVIII. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws in the State of Florida and any dispute shall be resolved by a without the aid of jury by judge of 14th Judicial Circuit, sitting in Washington, County, Florida.

XIV Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XX. Indemnification/Insurance. The Service provider shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. The provisions of this section shall survive the expiration or termination of this Agreement. The County shall be named as additional insured on the insurance set forth in the request for bids.

XXI. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties provided that the terms of the bid documents shall be incorporated herein.

Client's Signature David Pettis Jr Date 5-16-24

Print Name David Pettis Jr

Service Provider's Signature Brad Pujol Date 5-15-24

Print Name Brad Pujol

LAWN CARE SERVICE CONTRACT ADDENDUM #1

I. **The Parties.** Amend that certain Lawn Services agreement dated May 1, 2024:

Service Provider: Sweet Bay Landscapes, LLC with a mailing address of 1806 Sweet Bay Road, Chipley, FL 32428.

Client: Washington County Board of County Commissioners, 1331 South Blvd Chipley Florida, 32426

Service Provider and Client are each referred to herein as a "Party" and, collectively, as the "Parties."

1. The Notice of Award to Sweet Bay Landscapes, LLC was in the amount of \$55286.00 for responses to ITB 2024-02 received March 13, 2024.
2. Due to the following changes the new amount for this award is set at \$69103.50.

DROPPED:

- Requirement to cut two fields at Main Entrance turned over to Deltona Corp resulting in a \$4900 savings.

ADDED:

- Country Club Blvd, 18ft maximum cut, Deltona Blvd to Velvet Dr, \$1312.50 per mowing cycle, 11 cycles.
- Deltona Blvd changed from 7 mowing cycles to 11 mowing cycles, cost per cycle \$245
- Wilder Park, \$200 per mowing cycle, 11 cycles.
- Helipad, \$100 per mowing cycle, 6 cycles.

All other terms of the Parties' original agreement shall remain in full force and effect.

Client's Signature David Pettis Date 8-19-24

Print Name David Pettis Jr - Chairman

Service Provider's Signature Brad Fuso Date 8-21-24

Print Name BRAD FUSO

LAWN CARE SERVICE CONTRACT ADDENDUM #2

THIS ADDENDUM (the "Addendum") is made and entered into by and between Sweet Bay Landscapes, LLC (the "**Service Provider**") with a mailing address of 1806 Sweet Bay Road, Chipley, FL 32428, and Washington County Board of County Commissioners (the "**Client**") with a mailing address of 1331 South Blvd Chipley Florida, 32426, each referred to herein as a "Party" or collectively as the "Parties".

WITNESSETH

WHEREAS, the Parties entered into that certain Lawn Care Services Contract dated May 1, 2024 (the "Contract"); and

WHEREAS, the Parties desire to extend the Term of the Contract and to provide for garbage pickup during the five winter months of November, December, January, February and March of the Contract's Term from the streets set forth herein; and

WHEREAS, the parties desire to amend the Contract to incorporate the agreement of the Parties as set forth herein;

NOW THEREFORE, for and in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Recitals.** The above recitals are true and correct, form a material part of this Addendum and are incorporated herein by reference.

2. This Addendum shall amend and supplement the terms of the Contract and shall be incorporated into the Contract for all purposes.

3. The Term as set forth in Section II of the Contract is hereby extended. The End Date of the Contract shall be April 30, 2026.

4. The Service as set forth in Section III of the Contract is hereby amended to include trash pickup one time per month during the months of November, December, January, February and March from the following roads:

- a. Elkham Boulevard
- b. Country Club Boulevard
- c. Sunny Hills Boulevard
- d. Shenandoah Boulevard; and
- e. Wilder Park

5. The Payment Amount as set forth in Exhibit "A" to the Contract is increased by \$2,500.00 as compensation for the additional services being provided. Exhibit "A" of the Contract is hereby replaced with Exhibit "A" attached hereto.

6. Except as modified herein, all other terms of the Parties' Contract shall remain in full force and effect. This Addendum as incorporated into the Contract, constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes and replaces all prior negotiations and proposed agreements, written or oral. The Parties acknowledge that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements embodied in the Contract as amended by this Addendum. Any amendment or modification of the Contract, or any waiver of its terms, in order to be binding, must be written and signed by the Parties hereto.

Client's Signature David Pettis, Jr. Date 4/17/25

Print Name David Pettis, Jr.

Service Provider's Signature Israel Pappalardo Date 4-22-25

Print Name Israel Pappalardo

ITB 2025/26-02: Sunny Hills Mowing - Sweetbay Landscapes, LLC

ROAD	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Apr 2026	Number of Cycles	Cost per Cycle	Total per Road	NOTES
Price Mowing with Trash Pick-up per Cycle	Mow	Mow	Mow	Mow	Mow	Mow	Mow				
Shenandoah (77 to Challenger)	2	2	2	2	2	1	1	12	\$1,105.00	\$13,260.00	
Sunny Hills Blvd (from Lorraine to Country Club, sides and medians)	2	2	2	2	2	1	1	12	\$1,050.00	\$12,600.00	
Elkcam Blvd (77 to Deltona, sides and medians)	2	2	2	2	2	1	1	12	\$613.00	\$7,356.00	
Voltaire (77 to Concord)	2	2	2	2	2	1	1	12	\$210.00	\$2,520.00	
Galiano CT (Shenandoah to Boat Lake gate)	2	2	2	2	2	1	1	12	\$60.00	\$720.00	
Deltona Blvd (Elkcam to Country Club, sides and medians)	1	2	2	2	2	1	1	11	\$245.00	\$2,695.00	
Challenger Blvd	1	1	1	1	1	1	1	7	\$325.00	\$2,275.00	
Gables Blvd (SH Blvd to just past Wilder Park)	1	1	1	1	1	1	1	7	\$100.00	\$700.00	
Concord Blvd	1	1	1	1	1	1	1	7	\$425.00	\$2,975.00	
Independence Blvd (SH Blvd to Cambridge; Cambridge to Academy; Academy to Baldwin; Baldwin to Shenandoah)	1	1	1	1	1	1	1	7	\$325.00	\$2,275.00	
Deadening (Shenandoah to Davenport)	1	1	1	1	1	1	1	7	\$325.00	\$2,275.00	
Davenport	1	1	1	1	1	1	1	7	\$245.00	\$1,715.00	
Country Club from Deltona to Velvet,	1	2	2	2	2	1	1	11	\$1,312.50	\$14,437.50	18ft maximum width
Wilder Park	1	1	1	1	1	1	1	7	\$200.00	\$1,400.00	
Heli-Pad	1	1	1	1	1	1	1	7	\$100.00	\$700.00	
Total Bid Price	\$9,678.50	\$11,236.00	\$11,236.00	\$11,236.00	\$11,236.00	\$6,640.50	\$6,640.50			\$67,903.50	Contract Amount
MONTHLY INVOICE AMOUNTS	\$9,678.50	\$11,236.00	\$11,236.00	\$11,236.00	\$11,236.00	\$6,640.50	\$6,640.50				

Adendum to Contract

Off Season Trash Pick-UP

Roads	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Cost/Month all Roads Trash Pick-Up
MONTHLY INVOICE AMOUNTS	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Elkham						
Country Club						
Sunny Hills Blvd						
Shenandoah						
Wilder Park						
Total Value of Trash Pick-Up						\$2,500.00
Total Value of the Contract (mowing and trash Pickup)						\$70,403.50

LAWN CARE SERVICE CONTRACT

ADDENDUM #3

THIS ADDENDUM #3 (the "Addendum") is made and entered into by and between Sweet Bay Landscapes, LLC (the "Service Provider"), with a mailing address of 1806 Sweet Bay Road, Chipley, Florida 32428, and the Washington County Board of County Commissioners (the "Client"), with a mailing address of 1331 South Boulevard, Chipley, Florida 32428.

The Contract dated May 1, 2024, as amended by prior addenda, is hereby extended for an additional one (1) year with a new expiration date of April 30, 2027.

Additional services may be requested by Scott Parrish or his designee. Such services shall be billed at an hourly rate of \$50 per hour and shall not exceed \$34,000.00 in any contract year. There is no guarantee of additional work. Each request must be authorized through a written Change Order executed by both parties before work begins.

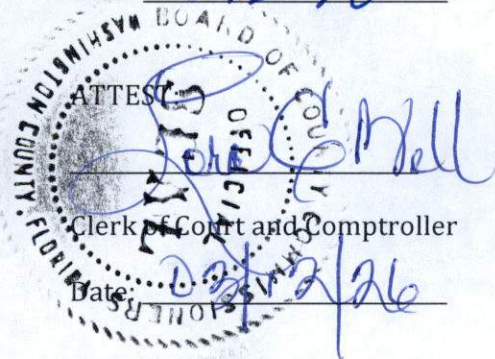
Except as modified herein, all other terms of the Contract remain in full force and effect.

WASHINGTON COUNTY BOARD OF COUNTY COMMISSIONERS

By: David Pettit

Chair

Date: 3-12-26



SWEET BAY LANDSCAPES, LLC

By: [Signature]
Name: Sweet Bay Landscapes
Title: Owner

Date: 3-25-26

WASHINGTON COUNTY BOARD OF COUNTY COMMISSIONERS

CHANGE ORDER – ADDITIONAL SERVICES AUTHORIZATION

Contract Name	Lawn Care Services Contract
Contractor	Sweet Bay Landscapes, LLC
Project Number	
Department / Division	MSBU
Budget Line / Account Number	
Change Order Number	
Requested By	Scott Parrish
Date Requested	

DESCRIPTION OF ADDITIONAL SERVICES

Describe additional services to be performed:

COST CALCULATION

Hourly Rate	\$ _____ per hour
Estimated Hours	
Estimated Cost of This Change Order	
Cumulative Total of Prior Change Orders This Contract Year	
Total Including This Change Order (Cap: \$34,000)	

AUTHORIZATIONS

Requested By (County Representative)	Date
Accepted - Contractor	Date