
MEMORANDUM

DATE: July 1, 2026

TO: Mark Berman, City Attorney

FROM: Brian Donovan, Assistant City Manager

SUBJECT: Reso – Work Authorization #6

The City Commission approved Ordinance 2024-14 for Landscaping Services with Cutting Edge Inc. for five years. Any Work Authorization over \$200K, requires City Commission Approval. Therefore, can you please have your office prepare a Resolution for City Commission consideration for Work Authorization #6 to continue landscaping services for Dixie Highway and Atlantic Boulevard.



CITY OF POMPANO BEACH
100 W Atlantic Blvd, Pompano Beach, FL 33060

WORK AUTHORIZATION NO: 6	COPBFL Project Manager: Brian Donovan Phone: 954-786-401 Email: Brian.donovan@copbfl.com COPBFL Contract Specialist: Kiandra Russ Phone: 954-786-709 Email: Kiandra.Russ@copbfl.com
Firm Name: Cutting Edge Industries Address: 1490 NW 22 nd Street City/State/Zip: Pompano Beach, FL 33069	Firm's Contact Representative: Jim Jankowski Phone: 954-978-6311 Email: jim@cuttingedgefl.com
In accordance with solicitation number H-23-23, Ordinance number 2024-14 dated 12/12/23 for landscape installation and maintenance services, the City of Pompano Beach hereby directs the firm to perform the services for the project as detailed in the attached scope of work, attached hereto and made a part of this Work Authorization for the amount specified below. All terms and conditions of the Original Contract dated December 23, 2023 approved via Ordinance No. 2024-14 remain unchanged and in full force and effect.	
Description: Cutting Edge will perform landscape services for Atlantic Boulevard and Dixie Highway as described and shown in the attached proposal.	
Total Work Authorization Amount: \$ <u>298,848/Yr</u>	
CIP/Account No. (For City's internal use):	
Firm/Contractor Approval: See Signature Pages Below	City of Pompano Beach Approval: See Signature Pages Below

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

KERVIN ALFRED, CITY CLERK

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

"CONTRACTOR"

Cutting Edge Industries, Inc.
(Print or type name of company here)

Witnesses:

R. Howell
Renee Howell
(Print or Type Name)

Diamond Rivera
(Print or Type Name)

By: [Signature]

Print Name: James Jankowski

Title: President/CEO

Business License No. _____

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 8th day of July, 2026, by James Jankowski as President/CEO of

Cutting Edge Industries, Inc., a Florida corporation on behalf of the corporation **OR** a Florida limited liability company on behalf of the company. He/she is personally known to me or who has produced Personally known (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Melissa Meloi
(Name of Acknowledger Typed, Printed or Stamped)

HH 300941
Commission Number

“CONTRACTOR”

Witnesses:

(Print or Type Name)

(Print or Type Name)

STATE OF FLORIDA

COUNTY OF _____

(Print or type name of company here)

By: _____

Print Name: _____

Title: _____

Business License No. _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 __, by _____

_____ as _____ of

_____, a Florida corporation on behalf of the corporation **Or** a Florida limited liability

company on behalf of the company. He/she is personally known to me or who has produced _____

_____ (type of identification) as identification.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



RESIDENTIAL & COMMERCIAL

1490 NW 22ND Street

Pompano Beach, FL 33069

Palm Beach: 561-218-4981

Palm Beach Fax: 561-245-7259

Broward: 954-978-6311

Broward Fax: 954-978-3328

www.cuttingedgefl.com

This agreement, made as of the 14th day of July 2026, by and between CUTTING EDGE INDUSTRIES, INC. and City of Pompano Beach DIXIE PHASE TWO (Atlantic Blvd & Dixie Hwy). Effective 7-14-26 The Client authorizes CUTTING EDGE INDUSTRIES, INC to maintain the property as the contractor, and therefore the parties hereon agree to the following:

The Property will be visited 51 times per year.

TERMS: The term of the agreement will commence on the date of this Agreement and will continue ~~until funding~~ has been expended.

SERVICES TO BE PERFORMED: The Company shall provide landscaping services set forth below:

Cutting

- ❖ The Company proposes to perform (51) cuttings per year to always ensure a clean and neat appearance.

Mowing Height

- ❖ All mowing equipment will be set at 3.5 inches unless otherwise requested by the client.

Edging

- ❖ Sidewalks, streets, driveways, beds, tree rings, etc., will be edged to a neat uniform vertical line.

Trimming of Shrubs and Hedges

- ❖ The Company will perform (51) trimmings per year. All hedges and shrubs will be trimmed to a maximum height of (10') ten feet.

Weed Control

- ❖ All Shrubs, flowers, tree beds, sidewalks, and parking areas will be weeded out by liquid herbicide and/or manual (4) times per month.

Trees and Palms: up to 8" as needed.

- ❖ New sprouts will be removed from tree trunks.
- ❖ Low limbs and branches will be pruned and maintained to provide an 8' foot clearance over walkways, parking lots and other areas which may interfere with the visibility to vehicles and pedestrians.

Clean Up

- ❖ Litter and debris generated by contractors from the landscape maintenance service will be removed on every visit.

Irrigation Maintenance

- ❖ Quality check of the system will be done bi-monthly. Six (6) times per year.
- ❖ Zone-by-Zone operating, and inspection of the system will be performed.
- ❖ Cleaning & adjustments of heads will be performed, as needed.
- ❖ Inspection of the pump station and components such as gauges, valves, switches, and timer will be performed to ensure their proper operation.
- ❖ In the event of mechanical failure, ruptured pipelines, controller/timer malfunction or other problems beyond the scope of this maintenance contract, the Contractor will submit a written proposal for authorization of repairs to be performed.
- ❖ Damage to the irrigation system that is clearly caused as a result of the Landscape Contractor's work or equipment will be repaired at the Contractor's expense.
- ❖ Damages or normal wear to the irrigation system will be repaired by the Contractor at the rate of \$85.00 per man hour which will be charged to the property separately from the total contract price.

Lawn and Ornamental Fertilization

- ❖ **Turf Fertilization:**
(3) application per year; formulations to be determined at time of application.
- ❖ **Shrub Fertilization:**
(3) applications per year. Formulation to be determined at time of application.
- * **Tree and palm Fertilization:**
(1) application per year. Formulation to be determined at time of application.
Granule or liquid drenching.
- * **Tree and palm Fertilization/palm bug treatment & manganese combo chelated micronutrients treatment for all palms:** liquid Drenching
(1) application per year.

Lawn and Ornamental Pest Control

-White fly. Included, 1 per year. If the second application is needed there will be no additional cost.

- ❖ Inspections/Treatments as needed based.

Removal of dead trees and shrubs

- ❖ A removal charge will be given for dead trees to cover labor and the cost of disposal.
- ❖ These charges are subject to prior approval by the Client.
- ❖ The company will notify the Client whenever he or she detects any problems with the lawn, plants and flowers.

Inspections

- ❖ The Company will provide a walkthrough of property with the Client once a month to rectify any concern of the Client.

LABOR AND MATERIALS

The Company will provide all equipment and labor necessary for the performance of the services required of it under the Agreement. However, any and all necessary materials (i.e. shrubs, trees, grass) and/or labor needed to restore or upgrade the property and not otherwise specified in this agreement may be provided by the Company for an additional fee set forth in a separate written agreement between the parties.

COMPENSATION FOR DAMAGE

Neither Cutting Edge Industries nor any of its employees, agents, officers, and directors will be liable to the client for any losses or damages sustained by the Client that are NOT caused by the Company. The Client will indemnify and hold Cutting Edge Industries, its employees, agents, officers or directors, harmless from any liabilities or damages, costs and expenses, including attorneys' fees resulting from any injury to any person or property suffered on the property unless such injury shall be caused by the gross negligence or willful misconduct of the Company or its employees, agents, officers or directors.

COMPENSATION

The Client will pay the company a monthly fee in the amount of 24,904.00 for MAINTENANCE AND TOTAL FEE OF 298,848.00 per year. We bill on the first (1ST) of every month for service and payment is due by the 15th of month work begins. In the event Client fails to remit payment for the services herein described within thirty (30) days of receipt of any invoice, the Company may, in addition to any other remedy that it may have, assess a late fee on the balance owed the Company at the rate of 1.8% per month. In the event that it becomes necessary for the Company to bring legal action to collect any invoice, the Company will be entitled to collect its cost for all associated collection expenses and attorneys' fees. Company reserves the right to place a lien on service location(s) for non-payment. In the event Client shall fail to pay any period or installment payment due thereafter, the Company may cease work without breaching all pending payments or resolution of any dispute.

-Options/Services:

-Porter Service: 24, Times per year.

-SEASONAL OF COLOR: CE we install 4,000 four thousand flowers per year at NO COST to City of Pompano.

-Plant Replacement: CE will replace 200 two hundred plants per year at no cost to City of Pompano_Beach.

-MULCH: Install 4,300 bags of grade a mulch in all areas 1 one time per year.

Total: 28,275.00

-SCHEDULE

Landscape Maintenance/Shrub Trimming: 51-51

- Irrigation Maintenance: 6

CE will replace 100 broken and damaged irrigation heads at no cost.

-Turf Fertilization: 3

-Shrub Fertilization: 3

-Trees and Palm Fertilization-disease prevention: 2

-Mulch: 1

-Tree & Palm Trimming: 2-3 times per year. City will be charged 1 one time per year, included in maintenance cost. City of Pompano will not be charged for the 2nd or 3rd trimming of trees and palms.

Job Description	Quantity	Price	Total
Gumbo Limbo	34	65.00	2,210.00
Bridal Veil Tree	10	65.00	650.00
Kapok Tree	3	95.00	285.00
Green Buttonwood	87	85.00	7,395.00
Royal Poinciana	9	85.00	765.00
Crape Myrtle 'Natchez'	79	65.00	5,135.00
Japanese Privet	4	0.00	0.00
Queen's Crape Myrtle	32	65.00	2,080.00
False Tamarind	21	75.00	1,575.00
Yellow Tabebuia	41	75.00	3,075.00
Southern Live Oak	7	110.00	770.00
Silver Trumpet	14	65.00	910.00
Manila Palm	82	0.00	0.00
Bismarck Palm	49	150.00	7,350.00
Medjool Date Palm	28	150.00	4,200.00
Wild Date Palm	7	95.00	665.00
Cabbage Palmetto	61	45.00	2,745.00
Montgomery Palm	31	0.00	0.00
Total:			39,810.00

CANCELLATION:

This contract has a term of FIVE (5) years to not raise prices on contract items. Either party may cancel this Agreement by giving thirty (30) day notice. The thirty (30) day notice of cancellation **MUST** be in writing and sent via certified mail, return receipt requested, and postage paid.

**The Client must notify the Company in writing of any problems. The Client shall give the Company 30 days to correct or take reasonable steps to correct any issues.*

If the Company fails to correct issues within thirty (30) days a cancellation letter must follow. This contract automatically renews yearly from the date of acceptance.

NON-DISCLOSURE CLAUSE:

The client agrees not to hire any employee of CUTTING-EDGE INDUSTRIES, INC. during the course and while the contract is in effect or upon any termination thereof.

AS TO THE COMPANY: CUTTING EDGE INDUSTRIES, INC.

AS TO THE CLIENT: CITY OF POMPANO BEACH

The company shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, and general unavailability of materials or inclement weather. The Company shall make up any and all time due to inclement weather, within a reasonable period of time which is not to exceed five (5) business days.

ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding between the parties and will bind the parties, their successors and assigns. This Agreement cannot be amended or modified except in writing, signed by both parties. The prices and conditions stated herein are acceptable to Client. The Company is authorized to do the work as specified for the price specified. The Client represents that he or she is the owner of the property, or he or she has the absolute authority to bind the owner to the terms of this agreement.

SATISFACTION GUARANTEE:

CUTTING EDGE INDUSTRIES, INC. will do their very best to solve any problems your property may have. Please put any complaints in writing and dated so that we can work on achieving your satisfaction.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement, denoting their acceptance of the terms herein as of the date first written above.

The prices outlined in this contract are based on current market conditions and available information. In the event of unforeseen circumstances beyond our control, such as changes in material costs, taxes, tariffs, or other factors affecting production or delivery costs, we reserve the right to adjust prices accordingly. Any such adjustments will be communicated in writing with reasonable notice and justification provided.

--This Agreement shall become effective upon signature of Client--

CUTTING EDGE INDUSTRIES: _____ **DATE:** _____
Jim Jankowski, President/CEO

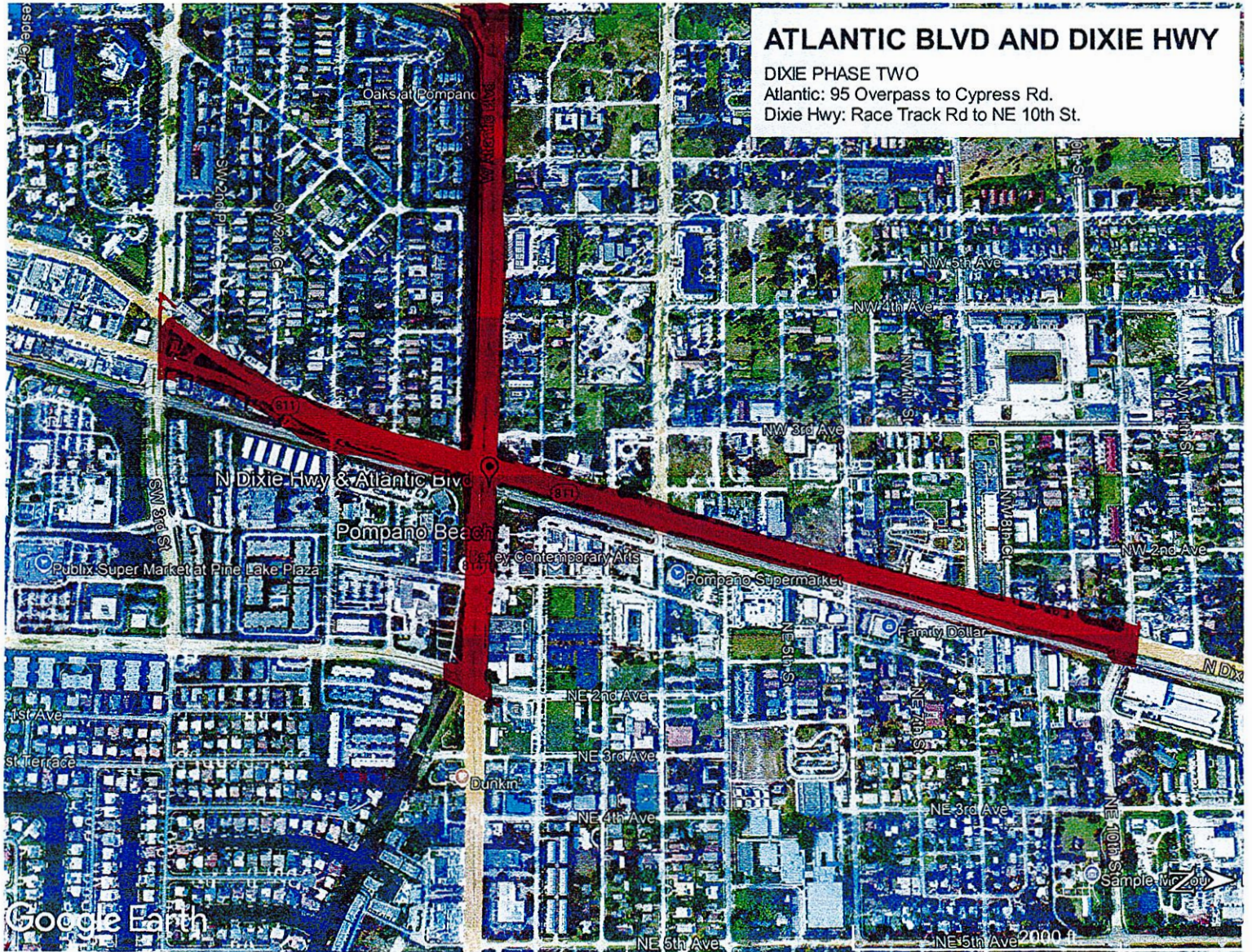
THE CLIENT: _____ **DATE:** _____

ATLANTIC BLVD AND DIXIE HWY

DIXIE PHASE TWO

Atlantic: 95 Overpass to Cypress Rd.

Dixie Hwy: Race Track Rd to NE 10th St.



RESOLUTION NO. 2025- 105

**CITY OF POMPANO BEACH
Broward County, Florida**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE WORK AUTHORIZATION NO. 3 IN THE AMOUNT OF \$298,848 PURSUANT TO THE AGREEMENT FOR LANDSCAPING INSTALLATION AND MAINTENANCE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CUTTING EDGE INDUSTRIES, INC. FOR LANDSCAPE MAINTENANCE SERVICES FOR ATLANTIC BLVD. AND DIXIE HIGHWAY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 12, 2023, the City of Pompano Beach approved Ordinance No. 2024-14 authorizing an Agreement with Cutting Edge Industries, Inc. for landscape and maintenance services as detailed in the original scope of work; and

WHEREAS, Work Authorization No. 3 will include landscape maintenance for Atlantic Blvd. and Dixie Highway.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Work Authorization No. 3 between the City of Pompano Beach and Cutting Edge Industries, Inc. for landscape maintenance for Atlantic Blvd. and Dixie Highway, a copy of which Work Authorization No. 3 is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Work Authorization between the City of Pompano Beach and Cutting Edge Industries, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 8th day of April, 2025.

Signed by:

Rex Hardin

502CB780EB3F480...

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:

Kervin Alfred

D1C913A8ED334CA

KERVIN ALFRED, CITY CLERK

MEB/mcm
3/13/25
I reso/2025-128

Signed by:



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

CITY OF POMPANO BEACH

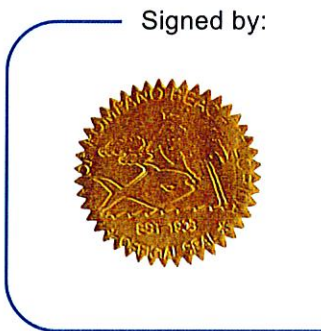
Signed by:
By: Rex Hardin
502CB780EB3F480...
REX HARDIN, MAYOR

DocuSigned by:
By: Gregory P. Harrison
7062A67F15A44C8...
GREGORY P. HARRISON, CITY MANAGER

Attest:
DocuSigned by:
 Kervin Alfred
D1C813A8FD334CA
KERVIN ALFRED, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
 Mark E. Berman
343B0B2C81D8124
MARK E. BERMAN, CITY ATTORNEY



Witnesses:

Caridad Frost
Caridad Frost
Print Name

Melody Mason
Melody Mason
Print Name

CUTTING EDGE INDUSTRIES, INC.

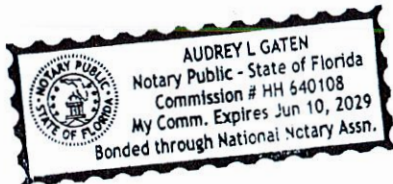
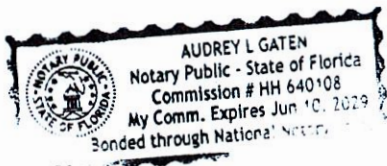
By: [Signature]
Jim Jankowski, President

(SEAL)

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 26th day of March, 2025, by Jim Jankowski as President of Cutting Edge Industries, Inc., a foreign corporation, authorized to do business in Florida, on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Audrey L. Gaten
NOTARY PUBLIC, STATE OF _____

Audrey L. Gaten
(Name of Acknowledger Typed, Printed or Stamped)

HH640108
Commission Number