



RESIDENTIAL & COMMERCIAL

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This agreement, made as of the 1st day of June 1<sup>st</sup> 2025., by and between CUTTING EDGE INDUSTRIES, INC. and City of Pompano Beach DIXIE PHASE TWO (Atlantic Blvd & Dixie Hwy). Effective 6-1-25 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 for a period of sixty months (60) months.

**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 (1<sup>ST</sup>) of every month for service and payment is due by the 15<sup>th</sup> 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 2<sup>nd</sup> or 3<sup>rd</sup> 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:** \_\_\_\_\_



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

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