



Florida Water Management Group LLC.

Po Box 344

(239) 770-7483

Estero Fl 33929

Florida Water Management Group, LLC

Estero, Florida 33928

(239)770-7483

Water Management Services Specifications and Proposal

For

Oak Creek Homeowners Association, Inc.

17520 Winding Oak Lane

North Fort Myers, Florida 33917

This Proposal is for Oak Creek HOA Community for Water Management & Irrigation Consulting Services. These services will include:

- Central Control System Monitoring
- Pump Station Monitoring
- Flush All Blowoff Points on Mainlines
- Gate Valve Operations

FWMG will work with the Developer & HOA to ensure proper operation of the Community Irrigation system Including Pump station, Central Controllers, and All irrigation valves to help reduce pump run times and water usage for the system.

Written 9-26-2025



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Scope Of Services:

I. Central Control System Monitoring:

- Central Control System Monitoring Plan:
- Number of Controllers: 4
- Price per month per controller: \$240.00

FWMG will provide comprehensive remote monitoring and servicing of the Hunter Central Control System through the Hunter Centralus Water Management software. The following services will be included in the agreement:

1. 3X Per week Review of Irrigation System (Monday through Friday):

- Review of irrigation system performance via the Hunter Centralus software
- Analyze system performance data, alarm status, and exception reports.
- Monitor the operation of the two-wire path, decoders, grounding, and automatic control valves to ensure proper functionality.
- Monitor Controllers for Alarms

2. System Adjustments and Programming Modifications:

- Adjust programming settings to accommodate
 - 1. grow-in for new landscape material
 - 2. Seasonal weather patterns and abnormal weather events
 - 3. All requests from the landscape maintenance contractor or community special events.

Scope outside of monthly contract

- **Does not include the cost of materials or labor** for additional repairs resulting from system damage or parts obsolescence. Any repair work required due to system malfunction, damage, or parts failure will be billed separately based on the following rates:

Repair and Service Rates:

- Water Manager: \$95 per man-hour
- Irrigation Lead Technician: \$80 per man-hour
- Parts: Billed at list price



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Hunter ACC2 Service Plan

- **Cellular Service Plan:** Access to Hunter Centralus cloud-based central control system.
 - **Number of Controllers:** 4
 - **Total Annual Cost:** \$600.00
 - **To be renewed 1X per year every September**
-

Exercise Mainline Isolation Gate Valves

- **Service Details:**
 - Operate and inspect 49 mainline isolation gate valves (open and close each valve).
 - Report any leaking or frozen valves that require repair.
 - **Cost:**
 - **Annual Service:** \$1,715.00
-

Open Mainline Flush Points

- **Service Details:**
 - Connect discharge hose to 2 flush points.
 - Run irrigation water to clear debris from the mainline.
 - Quarterly report sent after each service
 - **Cost:**
 - **Annual Service:** \$150.00
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Additional Terms & Warranty

- **Warranty:**
 - **Material & Labor:** 1 year from installation date.
 - **Emergency Service:** Response within 24 hours for phone or site visit.
 - **Owner's Cooperation:**
 - Equipment and grounds must be accessible to FWMG personnel.
 - **Responsibility:**
 - FWMG is not responsible for damages after system checkout, or for loss of plant materials due to pump station failure.
-

Approval Limit

- **Approval for Additional Work:** No work in excess of \$ 1000 shall be performed without prior authorization from:
 - **Name:** Kim Morton
 - **Contact Number:** () - 407 766 0327

TERMS AND CONDITIONS

This Proposal, together with these Terms and Conditions, shall constitute the agreement existing between Florida Water Management Group LLC and Client.

Definition:

The following Water Management specifications establish the standard for grounds maintenance for your property. The intention of this specification is to set forth guidelines for a cost efficient, integrated Water management program that ensures the continuing health and well-groomed appearance of all components of the Property.

General Conditions:

Florida Water Management Group LLC (FWMG) shall notify management of any impending non-routine work. When arriving at the jobsite with materials or products intended for installation, FWMG shall allow management the opportunity to inspect the materials or products prior to installation.



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Personnel:

FWMG shall have an experienced supervisor responsible for the site and assigned for the duration of the contract. All personnel shall be familiar with the rules and regulations associated with your property and always conduct themselves in a courteous and professional manner.

The client agrees that during the term of this agreement (or any extension thereof) and for two years following its termination for any reason, including expiration, it shall not directly or indirectly solicit, recruit, or hire any employee of Florida Water Management Group LLC.

Liabilities

Florida Water Management Group will not be Liable for the following items though the course of this agreement.

- FWMG is not liable for any dead sod or other landscape material outside of the scope of which the contract defines. FWMG does not do the wet checks or any other manual check of the system. This is done by the Maintenance vendor for this project.
- There is no warranty of sod or plant material defined within this contract.

Workmanship

All areas shall be kept neat and clean. Care shall be taken to avoid damage to the owner's property and the property of owners' tenants, vendors and patrons. Florida Water Management Group LLC shall not be liable, under any circumstances, for special, indirect, incidental or consequential damage incurred by the Client or any other party, including but not limited to lost profits or revenues, which may arise out of or in connection with this contract.

All services are rendered on an as needed basis, weather permitting. Additional services (not included in this agreement) will be billed at our standard hourly rate with a minimum charge of one hour. All standard rates of pricing is subject to change. Florida Water Management Group LLC will not be responsible for environmental cleanup work or repairs due to Acts of God, actions outside of our control.

Florida Water Management Group LLC shall not be liable or responsible for excessive water or lack of water, when such action has been caused by actions of others (including but not limited to government agencies), outside of Florida Water Management Group LLC control including, but not limited to, such actions as changes in the watering schedule determined or made by Client without the approval of Florida Water Management Group LLC or additional watering by a lot without the approval of FWMG and/or drainage problems.



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Holidays

Florida Water Management Group LLC observes the following holidays: New Year's Day, Memorial Day, July 4th, Veterans Day, Thanksgiving, Christmas eve, Christmas day and New Year's Eve.

Duration: Renewal

This agreement is effective when signed by both the Client's Authorized Agent and Florida Water Management Group LLC. This Proposal is valid for 30 days from the date of the Proposal. If the Proposal is not signed by Client and delivered to Florida Water Management Group LLC on or before the day that is 30 days after the date of this Proposal, this Proposal is null and void. The duration of this agreement is a period of 12 months. This agreement shall automatically be renewed for successive 12-month periods with unless either party elects not to renew this agreement by giving written non-renewal to the other party at least 90 days prior to the expiration date.

Early Termination

Notwithstanding anything to the contrary contained in this agreement, either party may terminate by 30 days written notice with or without cause. Service performed and completed up to the termination date of the agreement will be submitted for payment by invoice. Payment is due upon receipt of the invoice.

Notice of Concerns; Remedies.

1. Client shall provide Florida Water Management Group LLC written email notification to Jason Stafford and/or John Becht of any complaints pertaining to the scope of work outlined in the Contract. The notice shall provide specific reference to alleged problems to precisely and accurately inform Florida Water Management Group LLC of Clients complaints and concerns.
2. Florida Water Management Group LLC shall have Fifteen (15) Calendar days after receipt of the aforesaid notice from Client in which to address those items identified in the notice. Materials and supplies outside of the contractor's control that are backordered or out of stock to rectify an issue will not be held against the contractor.



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Payments

Payment terms will be as follows: Florida Water Management Group LLC shall state a lump sum for all Water Management services based upon one-year duration. Billing shall be done monthly in amounts of 1/12 of the total with no retainer. Payments are due upon receipt. Interest in the amount of 18% per annum will be charged to all past due invoices from the due date until paid in full (including the interest thereon and the cost of collections, including attorneys' fees and costs). In the event of suit or action commenced to enforce the terms of this agreement, the prevailing party shall be entitled to attorney's fees and costs, including any appeal or bankruptcy proceeding, including attorneys' fees and costs incurred to collect prevailing party fees. All funds received by Florida Water Management Group LLC shall be first applied to accrued but unpaid late interest, collection costs, including attorneys' fees and costs, then to the oldest invoice. The client shall not have the right to set off, withhold or to make any unilateral deductive charges against any invoice for services. All deductive charges or set off against any invoice for services shall only be made with the prior written agreement of Florida Water Management Group LLC. Florida Water Management Group LLC has the right to suspend all services until all unpaid invoices are paid in full (inclusive of late interest and collection costs, if applicable).

Other

Any dispute arising in connection with or related to the agreement, including any invoice for services, shall be governed by and construed in accordance with Florida law. The parties agree that all said disputes shall be resolved by the Courts and not by arbitration. The parties further agree that the exclusive venue for any legal action brought in connection with the agreement, including any invoice for services, shall be in the State Courts located in Lee County, Florida.

No modification, waiver, amendment, discharge or change of agreement or any invoice for services shall be valid unless the same is in writing and executed by both Florida Water Management Group and Client. No terms, conditions and/or limitations included on any of Client's forms, purchase orders, delivery tickets, invoices or other writings are applicable to and/or binding on Florida Water Management Group LLC or in any way modify, amend or supplement the agreement or any invoice for services. The agreement is binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns. If any provision or any portion of any provision of the agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining portion of such provision, and the remaining provision of the agreement shall not be affected thereby. The client acknowledges that it has read the agreement and that it fully understands the totality of its responsibilities hereunder.

The agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. PDF signatures shall be effective for binding FWMG and Client to this agreement.



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ACCEPTANCE OF PROPOSAL

The agreement, inclusive of all prices, specifications, and terms and conditions, is hereby accepted. Sunny Grove is authorized to do the work as specified for **Del Webb Oak Creek HOA Water Management** located in **North Fort Myers, FL** following specifications listed herein.

FWMG Central Control Monitoring Function Breakdown				
Function	Cost per Occurrence	#	Occurance	Cost per Year
Central Control Monitoring	\$240.00	4	12	\$11,520.00
Cellular Service Plan	\$150.00	4	1	\$600.00
Yearly Cost				\$12,120.00
Monthly Cost				\$1,010.00
FWMG Bi-Annual Services Function Breakdown				
Function	Cost per Occurrence	#	Occurance	Cost per Year
Mainline Gate Valve Exercise	\$1,715.00	49 Valves	1	\$1,715.00
Open Mainline Flush Points	\$150.00	2 Flush Points	1	\$150.00
Yearly Cost				\$1,865.00
Yearly Cost				\$13,985.00
Monthly Cost				\$1,165.42

Start Date: _____

Client:

Print Name of Client: Del Webb Oak Creek Homeowners Association Inc.

Authorized Signature: _____

Print Name: _____

Kimberly Morton

Title of Authorized Signor: _____

President

Date: _____

2/6/24

Florida Water Management Group, LLC

By: _____

Jason Stafford

Print Name: Jason Stafford

Title: President

Date: 9/26/2025

IMPORTANT NOTE: This agreement, including the pricing and the proposal, is valid for 30 days from the date of the Proposal. If the agreement is not signed by Client and delivered to FWMG on or before the day that is 30 days after the date of the Proposal, the agreement, including the pricing and the proposal, is null and void.



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The effective date of this agreement shall be the date the last of the parties to this agreement executes and delivers this agreement to the other party. This agreement is not a binding agreement until such time as that agreement is signed and delivered by both parties within the stated time period.



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