



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made this 1st day of May, 2024 by and between **Jonathan's Landing Property Owners Association, Inc.** ("Owner"), whole address is 3755 Barrow Island Road, Jupiter, Florida 33477 and **Masuen Consulting LLC, 301 S Washington Ave, Ste F, Newport, WA 99156**

**Work Description: Gather field data, program & provide central control monitoring & associated services for the common areas of Jonathan's Landing Community in Jupiter, Fl.**

WITNESSETH:

WHEREAS, Contractor is in the business of providing certain professional services in the County of Palm Beach, Florida.

WHEREAS, Owner desires to retain Contractor and Contractor desires to be retained, pursuant to the terms and conditions of this Agreement, to furnish all materials and perform the services necessary for completion of certain work at Owner's planned community located in Palm Beach County known as Jonathan's Landing.

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein, the parties hereto agree as follows:

- 1) **Recitals:** The recitals set forth above are hereby incorporated into reference.
- 2) **Contract Work:** Contractor agrees to furnish professional licensed personnel and all other things necessary to perform the professional services ("Contractor Work") described in the attached proposals dated April 24th, 2024, related to the project, (herein collectively "Details"). The Contract Work shall be performed strictly in accordance with the Details.
- 3) **Performance Standard:** The Contract Work must be performed and completed in accordance with all the requirements of law and no Contract Work shall be undertaken until Contractor has been duly authorized by the Owner. Unless otherwise specified in the Details, the Contract Work must be performed in accordance with workmanship consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. Contractor in performing this Agreement acts as an independent Contractor and will provide all labor, tools, equipment and supplies for the performance of the Contract Work.
- 4) **Payment:** Subject to terms, conditions and requirements set forth in this Agreement, Owner agrees to pay Contractor for Contractor's complete performance of the Contract Work, the amounts stated in the proposal in accordance with the terms thereof ("Contractor Fee").



- (A) The contractor shall submit in writing, draw or payment requests to the Owner when and in the amounts permitted by the Details, and if the draw of payment request and the Contract Work covered by the draw or payment request is in full compliance with the Details, the Owner shall pay the Contractor the amount specified in the draw or payment request within thirty (30) days of receipt of the draw or payment request.

In the event that the Owner disputes any draw or payment request, the Owner shall, within fifteen (15) days of receipt of such disputed draw or payment request, provide Contractor with a written explanation of the nature and amount of dispute, including any requested hold, retainage or reduction of the amount specified in the details.

(5) **Time Periods:**

- (A) The Contractor agrees to begin and complete Contract Work at the times to be specified in the proposal agreed upon by both parties. The proposal/fee schedule dated **April 24th, 2024** \_\_\_\_\_, will be provided prior to commencement of the work as time is of the essence of this Agreement. Contractor shall accordingly pursue all Contract Work diligently, using such means and methods as will assure that the Contract Work is performed in accordance with the contract. Nothing in this proposal, however, grants to the Contractor the privileges to use means or methods that do not accord with sound and accepted practices or terms of the Agreement.

- (B) Contractor will reimburse Owner for any damages incurred by the Contractor's failure to perform the Contract Work within the time fixed or in the manner specified. Upon written request by Owner, Contractor will furnish such evidence as Owner shall require concerning Contractor's ability to perform this Agreement in the manner and time specified.

- (6) **Indemnity:** The fullest extent permitted by applicable law, Contractor agrees to indemnify, defend and hold harmless Owner and Jonathan's Landing Property Owners Association, and their respective members, successors, assigns, heirs, legal representatives, officers, directors, shareholders, employees, insurers and agents (herein collectively called "Indemnitees") from and against all claims, demands, actions, liens, compensatory damages, punitive damages, liability, costs, expenses and reasonable attorney's fees and defense costs to the extent caused by the Contractor's negligent performance of professional services under this Agreement and that of its sub-contractors or anyone for whom the Contractor is legally liable.

(7) **Insurance:**

- (A) Contractor shall, at its own cost and expense, maintain insurance coverage as described below:

- (i) Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance for liability from damages because of injuries, including death, suffered by persons and for damage to property arising from Contractor's operations under this Agreement in limits of not less than One Million and No/100 U.S. Dollars (\$1,000,000.00) per occurrence or combined singles limit, as designated by Owner. Insurance furnished by Contractor under this Agreement will include



broad form professional liability insurance and coverage for independent contractors and completed operations. The policy or policies will be endorsed to include Owner as an additional insured, and will state that the insurance is primary insurance as regards any other insurance carried by Owner, and;

- (ii) Worker's Compensation Insurance as required by applicable law for design services business that does not include field work other than inspection;
  - (iii) Professional Liability Insurance with minimum limits of One Million and No/100 U.S. Dollars (\$1,000,000.00) per occurrence, and;
- (B) All insurance coverages required by this Agreement shall be issued by companies with an A-VIII rating or better in the Best Guide and on forms acceptable to Owner, shall name Owner as an additional insured, and shall be written on an occurrence basis, and shall provide that the coverage thereunder shall not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Owner. Certificates of Insurance or copies of policies shall be furnished to Owner
- (C) Contractor, for itself and for all those furnishing labor or materials to or through the Contractor (herein collectively "Sub-Contractor"), hereby agrees that any insurance policy (procured by Contractor and Sub-Contractor's on their own account) shall contain a waiver of any right of subrogation by the insurance carrier against Owner, its respective agents, servants and employees.

#### 8) **Change Orders:**

- (A) Contractor understands that the Project may be modified or changed and, therefore, the details of the Project may require the performance of extra contract work. If any such changes are made, Contractor will perform the same, but only after receiving a written order for such performance from Owner, if being understood by Contractor that under no circumstances shall any extra contract work be performed unless and until such written order is given to Contractor by Owner. For any such extra contract work performed, Contractor shall be compensated by Owner in a reasonable amount. Owner may, at its election, omit items from the contract work whenever Owner deems it advisable to do so. If Owner shall notify Contractor of such omission, the omitted contract work shall not be performed and shall be deducted from the Contractor's Fee a reasonable amount to compensate for the omission.
- (B) If controversy shall arise at any time on a claim by Contractor that an item of contract work is not contract work, but extra work, Contractor shall nevertheless perform the same if directed to do so by Owner. However, to preserve Consultant's right to claim extra work compensation for disputed contract work, Contractor must, within five (5) days after the commencement of the disputed contract work, notify Owner in writing that Contractor is performing the same under protest. If any controversy shall arise at any time on a claim by the Contractor that an item of work should not be omitted, Contractor shall, within five (5) days of receipt of Owner's written notice of omitted work, will notify Owner of such claim but should not



perform work unless authorized in writing to do so by Owner. Disputes as to compensation for extra work or deductions for omitted work shall be resolved pursuant to Section 9 below. Failing to respond to such written protest, it shall be deemed that the Contractor has agreed to Owner's contention that the work is not extra work but Contract Work, or that the omission of Contract Work is correct, as the case may be. The giving of timely notice provided for above is an express condition precedent to maintaining and remedial procedure pertaining to Contractor's claim.

- 9) **Arbitration:** Without limiting the operation of the Agreement, Contractor and Owner agree to submit any disputes arising under this Agreement to non-binding mediation; provided that applicable statute of limitations will be tolled during the pendency of such mediation. In the event Owner and Contractor cannot, in good faith, agree on a mediator within fifteen (15) days of the request of either party for mediation, or, if the parties remain in dispute following the mediation, any such dispute will be resolved by binding arbitration by the American Arbitration Association under the then-prevailing Construction Industry Rules of that Association, or any other rules then prevailing in substitution of such Industry Rules. There shall be no interruption of contract work pending the arbitration. It is agreed that the initiation or continuance of a proceeding already initiated by Contractor is expressly conditioned upon such non-interruption of Contractor's performance and the arbitrator's jurisdiction shall be limited accordingly. The parties consent that any arbitration may be consolidated with any other arbitration concerned with the project to which the Owner and Contractor is a party and that a dispute shall not be submitted to such binding arbitration if there are any third parties who are not subject to such binding arbitration but who are proper parties to such disputes.
- 10) **Owner's Cancellation:** Notwithstanding anything to the contrary contained herein, Owner reserves the right, at any time, in its sole and absolute discretion, to cancel this Agreement by notice to Contractor setting forth a date for the ending of this Agreement, no less than thirty (30) days from the date of the service notice. In that circumstance, Owner's liability shall be to pay the reasonable value of labor and materials physically incorporated in the contract work up to the effective date of cancellation, along with the value of material especially fabricated by Contractor for the contract work up to the date the notice of cancellation was given though not incorporated in the contract work but not reasonably usable elsewhere, less payments already made to Contractor.
- 11) **Notice:** No notice or other communication will be deemed given unless sent in any of the manners, and to the persons, specified in the Agreement. All notices and other communications hereunder will be electronically sent or in writing and will be deemed given: (a) upon receipt of delivered personally (unless subject to clause; (b) or if mailed by registered or certified mail; (c) at noon on the date after dispatch if sent by overnight courier; or (d) upon completion of transmission (which is confirmed by telephone or by statement generated by the transmitting machine) if transmitted by telecopy or other means of facsimile or electronic mail which provides immediate or near immediate transmission to compatible equipment in the possession of the recipient, in any case to the parties at the following addresses, telecopy numbers or electronic mail address (or at such other address or telecopy number or electronic mail address for a party as will be specified by like notice):

**IF TO CONTRACTOR** : **Name: Masuen Consulting LLC**



Address: 301 S Washington Ave Suite F  
Newport, WA. 99156

Phone #: 866-928-1533  
Fax #: N/A  
Email Address: mitch@masuenconsulting.com  
Attn: Mitchel Walker

OR IF TO OWNER :

Name: Sandy Matteson, GM  
Address: 3755 Barrow Island Road  
Jupiter Fl 33477  
Phone #: 561-743-2032  
Fax #: 561-743-2062  
Email Address: sandy@jlpoa.com  
Attn: Sandy Matteson, GM

- 12) **Promotion:** Contractor will not use the project's, Owner's or any of the Owner's affiliates names, marks, logos or other designations for advertising purposes without the Owner's express prior written consent, and all such names, marks, logos and other designations of Owner will, at all times, be and remain the sold and exclusive property of Owner. The Contractor will have the right to portray this project as an example of the firm's project type history and in its professional body of work.
- 13) **Default:** In connection with the Contractor's performance of the contract work under the Agreement, if Contractor fails promptly and diligently to pursue its contract work, or to pay for all sub-contractor's labor, material or supplies used by it, or to comply with any time of performance standards pursuant to this Agreement, or to supply sufficient skilled professionals to execute Contractor's contract work, or to release any liens claimed against the project on which Contractor's contract work is being performed, or to maintain the insurance required in the Agreement or to withhold all taxes or contributions required by federal or state law, or breaches of other provisions of this Agreement or any provisions of any other contract or agreement between Owner and Contractor, Owner may declare Contractor in default of this Agreement and exercise its rights under this Agreement.
- (A) In the event of a default or breach of this Agreement by Contractor, in addition to, and without limitations or prejudice to, any other rights or remedies of Owner hereunder, at law or in equity, Owner, at its option, may:
- (i) instruct Contractor to perform, at no additional cost to Owner, such contract work that does not conform with this Agreement;
  - (ii) upon ten (10) days written notice, terminate Contractor's services hereunder, and;



- (a) take possession of all the Contractor's original contract work product, and/or;
  - (b) complete the contract work of Contractor by whatever reasonable method Owner deems expedient;
  
  - (iii) withhold, or seek reimbursement for, any payment to Contractor on account of any default or breach by Contractor hereunder to the extent that services have not been performed as stated in this Agreement and that the Owner deems necessary to protect Owner from loss or claims or to secure re-performance of non-conforming contract work.
- 14) **Confidentiality:** All information, materials or documents in any way regarding or relating to the Project or Owner or any of its affiliates or their respective businesses including, without limitation, any information requested by or provided to Contractor and all information developed or obtained by Contractor (collectively "Owner Information"): (a) shall be and at all times remain the sole and exclusive property of Owner; (b) shall not be used by Contractor for any reason or purpose except in direct connection with Contractor's performance of the contract work, and (c) shall not, without the express prior written consent and approval of Owner, be disclosed in whole or part to any person or entity. Contractor acknowledges that money damages would be an inadequate remedy for the injuries and damages that would be suffered by Owner in the case of Contractor's breach of the Agreement. Therefore, Owner, in addition to any other remedies it may have at law or in equity, will be entitled to injunctive relief to enforce the provisions of this Agreement. Contractor's duties and obligations under this Agreement shall survive the termination or cancellation of this Agreement for any reason. Contractor's liability for any breach of this Agreement shall not be subject to any limitation of liability provision contained elsewhere in this Agreement.
- 15) **Sub-Contractors:**
- (A) Contractor shall not subcontract all or any portion of the contract work without written consent of Owner in each instance. In the event Contractor desires at any time to subcontract all or any portion of the contract work, Contractor must, in each instance, notify Owner in advance of its desire to do so, which notice must, at minimum, identify in detail the proposed Sub-Contractor and the contract work that the Contractor desires such proposed Sub-Contractor to perform. Owner reserves the right to accept or reject any proposed Sub-Contractor at any time and for any reason in Owner's sole and absolute discretion.
  
  - (B) Any part of the contract work (performed for Contractor by a Sub-Contractor authorized by Owner pursuant hereto) shall be performed pursuant to a written subcontract ("Subcontractor") between the Contractor and such Sub-Contractor. Each Sub-Contract must be at a minimum: (i) require the Contractor and such Sub-Contractor be performed in strict accordance with the requirements of this Agreement; (ii) require the Sub-Contractor to carry and maintain insurance of the types and in the amounts required of Contractor by this Agreement; and, (iii) provide that the Sub-Contract is freely assignable by Contractor to Owner and its assigns.



Owner may accept said assignment at any time and from time to time. Upon the acceptance of a particular Sub-Contract by Owner; (i) Contractor will promptly furnish to Owner the original signed copy of the designated Sub-Contract or purchase order(s); and, (ii) Owner will only be required to compensate the designated Sub-Contract for compensation accruing for services performed from and after the date on which Owner accepts the Sub-Contract. Contractor will be solely responsible for promptly paying all sums due and owing by Contractor to the designated Sub-Contractor for contract work performed prior to Owner's acceptance of the applicable Sub-Contract.

(C) The terms and provisions of the Agreement shall survive the completion of the services and the termination or cancellation of this Agreement for any reason.

- 16) **Term:** The term of this Agreement shall commence on May 1st, 2024, and shall terminate on April 30th, 2025, unless terminated sooner.
- 17) **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by the Contractor without the prior written consent of Owner. Owner shall have the right to assign its rights and obligations under this Agreement to any affiliated entity.
- 18) **General:**
- (A) **Effect of Payment:** No payment made under this Agreement will be conclusive evidence of the performance of this Agreement by Contractor, either wholly or in part, and no payment will be construed to be an acceptance of, or to relieve Contractor of liability for, Contractor's failure to perform its duties and obligations under this Agreement in accordance with the terms of this Agreement.
- (B) **Successors and Assigns:** This Agreement and the terms, covenants, provisions and conditions hereof will be binding upon, and will inure to the benefit of, respective heirs, successors and assigns of the parties hereto, provided, however, that Contractor will not subcontract or assign this Agreement, or otherwise dispose of all or any portion of its right, title or interest herein, to any person or entity without the express prior written consent of Owner in each instance, which consent Owner may withhold for any reason in Owner's sole and absolute discretion.
- (C) **Governing Law:** This Agreement and the respective rights and obligations of the parties hereto will be governed and construed in all respects in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions.
- (D) **Independent Contractor:** Contractor will at all times be an independent Contractor and nothing in this Agreement will at any time be construed so as to create the relationship of employer and employee, principal and agent, partnership or joint venture as between Consultant and Owner. Contractor acknowledges that it will have no authority to bind Owner to any contractual or other obligation.



- (E) **Non-Waiver or Rights:** All rights available to either party under this Agreement or any other document delivered hereunder or in connection herewith, or allowed by law equity, are and will be cumulative and may be exercised separately or concurrently and from time to time without waiver of any other remedies. No party hereto will be deemed to waive any right, power or privilege under this Agreement unless such waiver is expressed in a written instrument signed by the waiving party. The failure of any party hereto to enforce any provision of this Agreement will in no way be construed as a waiver of such provision or a right of such party to thereafter enforce such provision or any other provision of this Agreement.
- (F) **Entire Agreement:** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, representations, proposals, discussions and communications, whether oral or in writing, between the parties with respect to the matter of this Agreement. Quote dated April 24th, 2024, attached to this Agreement is hereby incorporated into this Agreement in its entirety by this reference. In the event of a conflict between the wording of this Agreement and the quote, the wording of this Agreement shall prevail. This Agreement shall not be amended or modified in any manner except by a written agreement executed by each of the parties hereto.
- (G) **Invalidity:** If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision will be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the parties and, in any event, the remaining provision of this Agreement will remain in full force and will be binding upon the parties hereto.
- (H) **Counterparts:** This Agreement may be executed in any number of counterparts. Each of which, when so executed and delivered, will be deemed an original, but all of which will together constitute one and the same Agreement.
- (I) **Headings:** The enumeration and headings contained in the Agreement are convenience of reference only and will not control or affect the meaning or interpretation of any of the provision of this Agreement.
- (J) **Jury Trial:** THE PARTIES HERETO HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT, IF ANY, WHICH EITHER OR BOTH OF THEM WILL HAVE TO RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, CONTROVERSIES OR DISPUTES WHICH WILL ARISE OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.
- (K) **Limitation of Liability:** UNDER NO CIRCUMSTANCES WILL OWNER BE LIABLE TO CONTRACTOR IN CONNECTION WITH THIS AGREEMENT FOR ANY SPECIAL INDIRECT CONSEQUENTIAL OR PUNITIVE DAMAGES.
- (L) **Authority:** Contractor represents to Owner that the individual executing this Agreement on behalf of Contractor has all requisite power and authority to execute and deliver this Agreement.



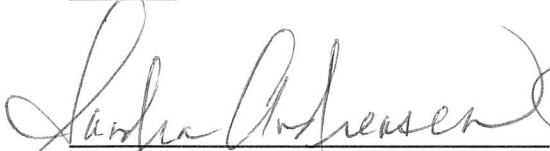


- (N) **Attorney's Fees:** The prevailing party in any dispute regarding or arising from this Agreement shall be entitled to payment of attorney's fees and costs.
- (O) **Drafting: Consultant acknowledges that it has had the opportunity to have this Agreement reviewed by legal counsel.** CONSULTANT HAS CAREFULLY EXAMINED THE DETAILS. CONSULTANT REPRESENTS THAT CONSULTANT FULLY UNDERSTANDS THE DETAILS AND HAS NO QUESTIONS CONCERNING SAME.
- (P) **Owner's Manager:** Owner herein designates Sandra Matteson as Owner's Manager.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year

\_\_\_\_\_.

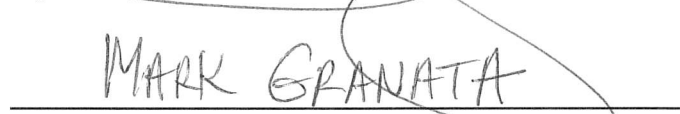
**Witness:**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Print Name

**Owner:** Jonathan's Landing POA, Inc.  
Mark Granata, JLPOA President

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Print Name

**Witness:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**Contractor:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

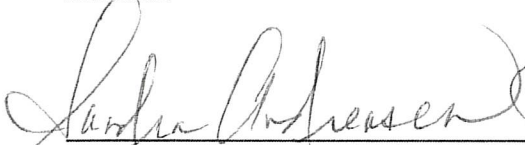
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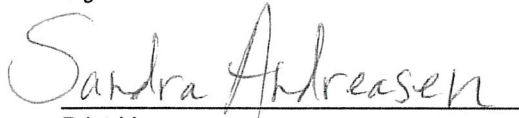


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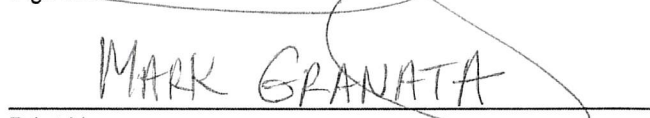
**Witness:**

  
Signature

  
Print Name

**Owner:** Jonathan's Landing POA, Inc.  
Mark Granata, JLPOA President

  
Signature

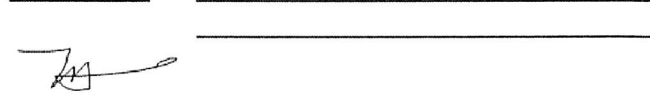
  
Print Name

**Witness:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Contractor:** Masuen Consulting, LLC

  
Signature

Mitchel A. Walker - CEO  
Print Name

\_\_\_\_\_  
Date

07-02-2024  
Date



ATTACHMENT "A" TO CONTRACT

DATE: 4/24/2024

Jonathan's Landing POA  
Board of Directors  
Attn: Luke Jones  
Address: 3755 Barrow Island Rd, Jupiter, FL 33477  
Email: Lucas Jones <lukej@jlpoa.com>

**PROJECT NAME: Central Control Monitoring**  
**PROJECT CODE: JL-24641**

**PROJECT DESCRIPTION:** Masuen Consulting to gather field data, program and provide central control monitoring, and associated services for the common areas of Johnathan's Landing community in Jupiter, Florida.

**SERVICE:** Technical Consulting

**Scope:** Data Collection - Masuen Consulting to collect the requisite field data to properly program and manage the Baseline control system. This data will include location, plant type(s), slope, shade, emission device type of each irrigation zone. In addition, a map of the coverage area for each zone (as a kmz file) will be created. Finally, point of connection (POC) and control information regarding flow sensors, salinity sensors, rain sensors, master valves and main lines shall be collected. Masuen will use this information to setup, program and manage the central control irrigation system.

**Deliverables:** XL spreadsheet of all collected data, updated kmz map with new zones added, and zones programmed into the associated Baseline 3200 controller.

**Schedule:** Completed within 60 days of receiving a signed proposal.

**Fee:** For additional zones added: \$35/zone + \$50 each for programming for each group of new zones on existing controllers. \$35/zone + \$500 for programming for additional controllers.

**SERVICE:** Water Management

**Scope:** Water Management Contract - Masuen Consulting's water management department will monitor the site 365 days per year, testing issues identified by the software and sending repair tickets to the client (utilizing Masuen's proprietary ticketing system) for issues proven to be legitimate, and coordinate with the onsite landscape and irrigation maintenance personnel to ensure all issues are adequately addressed.

**Deliverables:** Daily monitoring of the six Baseline irrigation controllers (and their associated zones), reporting of issues to the client, and coordination and communication with field personnel by Masuen Consulting staff from their monitoring offices.

**Schedule:** Once the field data has been collected, Masuen will have the irrigation controllers programmed. Masuen will then send out a Central Control Monitoring Hand-Off document. (Until the date and time listed in that document, Masuen Consulting is not responsible for any issues or irrigation schedules). Once Masuen has received the hand-off document back from the client (signed), the Daily monitoring will begin for the six Baseline 3200 controllers. It is the client's responsibility to ensure the controllers are operational and connect to the Base Manager system.

**Fee:** \$2,607/month for 237 irrigation zones (\$31,284/year).

**SERVICE:** Technical Consulting

**Scope:** Masuen Consulting Water Management contract includes up to 10 hours per month of on-site troubleshooting and repair of noted issues with the central control components. The cost of all components and materials are charged at cost plus 20%. Additional hours beyond 10 hours/month are charged at \$150/hour.

**Deliverables:** Troubleshooting services for central control components which are limited to: controllers, modems, flow sensors, rain sensors, master valves, soil moisture sensors, salinity sensors and associated wiring.

**Schedule:** Masuen will be on site to diagnose, within 3 business days, issues which client requests Masuen troubleshoot.

**Fee:** Labor above 10 hours per month charged at \$150/hour. Parts and materials charged at cost plus 20%.

**SERVICE:** Water Management

**Scope:** For the seven initial Baseline controllers and the two recharge wells Masuen Consulting will handle a set of CUP compliance items limited to: collecting and reporting water usage as required by permit, completing forms associated with water use reporting, and upload the usage forms to the South Florida Water management District (SFWMD) ePermitting page. It will not include other SFWMD items that might be needed, such as: water modeling, applying for CUP modifications, and 10-year Compliance Reports.

**Deliverables:** Consumptive water use reporting to the SFWMD via the ePermitting page.

**Schedule:** As dictated by the Consumptive Use Permit.

**Fee:** Included in the per zone monitoring fee listed above.

**SERVICE:** Water Management

**Scope:** Masuen Consulting will handle a set of CUP compliance items for additional meters limited to: collecting and reporting water usage as required by permit, completing forms associated with water use reporting, and upload the usage forms to the South Florida Water management District (SFWMD) ePermitting page. It will not include other SFWMD items that might be needed, such as: water modeling, applying for CUP modifications, meter calibration verifications, and 10-year Compliance Reports.

**Deliverables:** Consumptive water use reporting to the SFWMD via the ePermitting page.

**Schedule:** As dictated by the Consumptive Use Permit.

**Fee:** \$30/month/meter.

**SERVICE:** Water Management

**Scope:** Masuen Consulting will visit each meter on site that is reported to the south Florida water management district. Masuen Consulting will document the current hardware (make, model, and serial number as available) and the condition of the hardware at each location.

**Deliverables:** A report in PDF form detailing the hardware and condition of hardware.

**Schedule:** To be completed within 30 days of receiving a signed proposal.

**Fee:** One-time fee of \$75/meter.

**SERVICE:** Water Management

**Scope:** Masuen Consulting will deliver to the client a monthly report detailing the water use during the previous month and comparing that to the usage required given the previous month's weather, site conditions and system efficiency.

**Deliverables:** A report in PDF form.

**Schedule:** Report to be delivered by the tenth of each month, detailing the previous month.

**Fee:** Included in the per zone monitoring fee listed above.

**SERVICE:** Water Management

**Scope:** Masuen Consulting will dispatch pump service technicians, as needed, once approved by the client.

**Deliverables:** A pump company dispatched to service a pump and report of findings, repairs and activities.

**Schedule:** Masuen will report any pump issues to the client on the day they are observed. If the client requests Masuen to dispatch a pump service technician, Masuen will contact a pump service company and have a technician dispatched. Once the issue reported to Masuen is resolved by the pump company, Masuen will verify the work/repair was completed, and notify the client and close the work ticket.

**Fee:** Pump services will be billed at cost + 10%.

**Choose one of the following**

**SERVICE:** Technical Consulting

**Scope:** Masuen Consulting will perform dry checks of the site weekly.

**Deliverables:** Masuen Consulting personnel will drive the property looking for landscape stress or other signs of irrigation issues. They will run zones as needed to determine the cause of the issue.

**Schedule:** To be completed weekly once Masuen receives a signed proposal.

**Fee:** \$1,800/Month (\$450 per visit)

**Initial:** \_\_\_\_\_

**SERVICE:** Technical Consulting

**Scope:** Masuen Consulting will perform dry checks of the site bi-weekly (twice per month).

**Deliverables:** Masuen Consulting personnel will drive the property looking for landscape stress or other signs of irrigation issues. They will run zones as needed to determine the cause of the issue.

**Schedule:** To be completed weekly once Masuen receives a signed proposal.

**Fee:** \$1,000.00/Month (\$500/visit)

**Initial:** \_\_\_\_\_

**SERVICE:** Technical Consulting

**Scope:** Masuen Consulting will train Jonathan's Landing POA personnel on how to perform dry checks.

**Deliverables:** Provide one three-hour training session for up to 5 persons.

**Schedule:** To be completed within 60 days of receiving a signed proposal.

**Fee:** \$600.00

**Initial:** LL

Provided by: Leroy Lee  
Project Manager

This signed and dated proposal, and a mutually acceptable General Terms and Conditions contract between both parties, must be fully executed before the commencement of work.

**FEES VALID THROUGH: Fees will expire 90 days after date of proposal.**

Water Management Professionals Design • Consult • Manage

FLORIDA

866.928.1533 [www.masuenconsulting.com](http://www.masuenconsulting.com)

Accepted by:

Signature

Date