



**SOUTHERN GROVE
COMMUNITY DEVELOPMENT
DISTRICTS 1-6**

**PORT ST. LUCIE
REGULAR BOARD MEETING
FEBRUARY 9, 2022
10:30 A.M.**

**Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410**

www.southerngrovecdd1.org
www.southerngrovecdd2.org
www.southerngrovecdd3.org
www.southerngrovecdd4.org
www.southerngrovecdd5.org
www.southerngrovecdd6.org

**561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile**

AGENDA
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'s 1-6
Tradition Town Hall
10799 SW Civic Lane
Port St. Lucie, Florida 34987
OR
Join Zoom Meeting:
<https://us02web.zoom.us/j/3341025011>
Meeting ID: 334 102 5011
Dial In at: 1 929 436 2866
REGULAR BOARD MEETING
February 9, 2022
10:30 a.m.

A. Call to Order	
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E. Comments from the Public Not on the Agenda	
F. Consent Items	
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11. Accept Resignation of Chairman Jeremy Bunner- District No.’s 1 & 2 / Seat No. 4; District No.’s 3 & 5 / Seat No. 2; & District No.’s 4 & 6 / Seat No. 3	
12. Appointment to Vacant Board Seats - District No.’s 1 & 2 / Seat No. 4; District No.’s 3 & 5 / Seat No. 2; & District No.’s 4 & 6 / Seat No. 3	
13. Accept Resignation of Supervisor Steven Dassa – District No.’s 4 & 6 / Seat No. 4	
14. Appointment to Vacant Board Seats - District No.’s 4 & 6 / Seat No. 4	
15. Accept Resignation of Supervisor Jeff Snyder – District No.’s 4 & 6 / Seat No. 1	
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3. Engineer’s Report	
4. Financial Report (Under Separate Cover).....	Page 188
5. Founder’s Report	
J. Board Member Comments	
K. Adjourn	

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-6
FISCAL YEAR 2021/2022
REGULAR BOARD MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Southern Grove Community Development District Nos. 1-6 (“Districts”) will conduct Regular Board Meetings of the Board of Supervisors (“Board”) for the purpose of conducting the business of the Districts that may properly come before the Board. The following meetings will be held at 10:30 a.m. at Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987 on the following dates:

October 13, 2021
November 10, 2021
December 8, 2021
January 12, 2022
February 9, 2022
March 9, 2022
April 13, 2022
May 11, 2022
June 8, 2022
July 13, 2022
August 10, 2022
September 14, 2022

An Irrigation System Rate Committee Meeting will take place at 9:00 a.m. at Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987 on the above dates, as indicated.

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued to a date, time and place to be specified on the record. A copy of the agenda for the meetings may be obtained from the District Manager’s office located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

There may be occasions when one or more Supervisors will participate by telephone; therefore, a speaker telephone may be present at the meeting location so that one or more Supervisors may attend the meeting and be fully informed of the discussions taking place.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at 772-345-5119 and/or toll free at 1-877-737-4922 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, who can aid you in contacting the District Office.

Each person who decides to appeal any action taken at a meeting is advised that they will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Meetings may be cancelled from time to time without advertised notice.

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NOS. 1-6

www.southerngrovecdd1.org

PUBLISH: ST. LUCIE NEWS TRIBUNE 10/01/21

SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-6

**Tradition Town Hall
10799 SW Civic Lane
Port St. Lucie, Florida 34987**

OR

Join Zoom Meeting: <https://us02web.zoom.us/j/3341025011>

Meeting ID: 334 102 5011

REGULAR BOARD MEETING

November 10, 2021

10:30 a.m.

A. CALL TO ORDER

The Regular Board Meeting of the Southern Grove Community Development District Nos. 1-6 of November 10th, 2021, was called to order at 10:34 a.m. in the Tradition Town Hall located at 10799 SW Civic Lane, Port St. Lucie, Florida 34987.

B. PROOF OF PUBLICATION

Proof of publication was presented that showed notice of the Regular Board Meeting had been published in the *St. Lucie News Tribune* on October 1st, 2021, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting:

CDD #'s 1-6		
Chairman	Jeremy Bunner: #1,2,3,4,5,6	Present
Vice Chair	Lorie Moccia: #1,2,3,4,5,6	Present
Supervisor	Carolyn DeSanti: #1,2	Present via Zoom
Supervisor	Vacant: #1,2	-
Supervisor	Anissa Cruz: #1,2,3,5	Present
Supervisor	David Graham: #3,4,5,6	Present via Zoom
Supervisor	Jeff Snyder: #4,6	Absent
Supervisor	Wes McCurry: #3,4,5,6	Present

Staff members in attendance were:

District Manager	B. Frank Sakuma, Jr.	Special District Services, Inc.
Assistant District Manager	Jessica Wargo	Special District Services, Inc.
District Counsel	Dan Harrell	Gonano & Harrell Law

Also present via Zoom were: District Manager - Andrew Karmeris Special with Special District Services, Inc; District Engineer - Kelly Cranford with Culpepper and Terpening. (See attached sign-in sheet)

D. ADDITIONS OR DELETIONS TO THE AGENDA

Staff requested the addition of (7) items under "New Business":

- 1 – (New Business/H-14) Resignation of Jeff Snyder: District No.'s 4 & 6 / Seat No. 1
- 2 – (New Business/H-15) Appointment to Vacant Board Seats: District No.'s 4 & 6 / Seat No. 1
- 3 – (New Business/H-17) First Amendment to Greenway Maintenance Contract/A Quality Bushog
- 4 – (New Business/H-18) Becker Road Extension Phase 1; Project No. 2021-203 Change Order 8
- 5 – (New Business/H-19) WA #19-144-158; Lot 8 Retail Development Properties Phase 2
- 6 – (New Business/H-20) WA #19-144-159; Sansone Extension & Paar Drive
- 7 – (New Business/H-21) WA #19-144-160; Del Webb Phase 5B & 6 (Plat & Surface Water)

A **Motion** was made by Mr. Bunner, seconded by Ms. Moccia and passed unanimously to Approve the Agenda as amended.

E. COMMENTS FROM THE PUBLIC

There were no comments from the public.

F. CONSENT ITEMS

1. September 1, 2021 Regular Board Meeting Minutes

Minutes of the September 1, 2021 Regular Board Meeting.

A **Motion** was made by Mr. Bunner, seconded by Ms. Moccia and passed unanimously to Approve all item(s) under Consent.

G. OLD BUSINESS

There were no matters of old business to come before the Board.

H. NEW BUSINESS

1. Resolution No. 2021-31 for District No.'s 1-6; Adopting Fiscal Year 2020/2021 Final Amended Budget

Resolution No. 2021-31 was presented, entitled:

RESOLUTION NO. 2021-31

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-6 AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2020/2021 BUDGET, PURSUANT TO CHAPTER 190, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

A **Motion** was made by Mr. Bunner, seconded by Ms. Moccia and passed unanimously to Adopt Resolution No. 2021-31.

2. Engagement Letter from DMBH; 2021 Audit Proposal

A **Motion** was made by Mr. Bunner, seconded by Mr. Moccia and passed unanimously to Approve the the FY: 2021 Audit Proposal from DMBH and authorize DMBH to perform the FY2020-2021 financial audit.

**3. Ratify and Approve 2021 Bond Requisition (No. 3); District No. 5
Special Assessment Bonds, Series 2021 (Community Infrastructure)**

A **Motion** was made by Mr. Bunner, seconded by Ms. Moccia and passed unanimously to Approve and Ratify the 2021 Bond Requisition No. 3 for Guettler Brothers Construction, LLC.

**4. 2021 Bond Requisition (No. 4); District No. 5 Special Assessment Bonds, Series 2021
(Community Infrastructure)**

A **Motion** was made by Mr. Bunner, seconded by Mr. Graham and passed unanimously to Approve the 2021 Bond Requisition No. 4 for Blue Goose Construction, LLC.

**5. 2021 Bond Requisition (No. 5); District No. 5 Special Assessment Bonds, Series 2021
(Community Infrastructure)**

A **Motion** was made by Mr. Bunner, seconded by Ms. Moccia and passed unanimously to Approve the 2021 Bond Requisition No. 5 for Guettler Brothers Construction, LLC.

**6. Ratify and Approve Change Order No. 7; Becker Road Extension Phase 1; by District
No. 1**

A **Motion** was made by Mr. Bunner, seconded by Ms. Moccia and passed unanimously to Ratify and Approve Change Order No. 7 for Becker Road Extension Phase 1.

7. Ratify, Approve, and Authorize CPM Landscaping Contract

A **Motion** was made by Mr. Bunner, seconded by Ms. Cruz and passed unanimously to Approve and Ratify the Authorization of the CPM Landscaping Contract.

8. Ratify and Approve Blue Goose Contract for Ditch Cleanout; by District No. 1

A **Motion** was made by Mr. Bunner, seconded by Ms. Cruz and passed unanimously to Approve and Ratify the Blue Goose Contract for Ditch Cleanout.

9. Board Direction of Aquatic Insect Control

Mr. Sakuma reviewed the prior management team's midge/aquatic insect control.

The Board agreed to discontinue the administrative control of all aquatic insects and allow each district to control their own area.

A **Motion** was made by Mr. Bunner, seconded by Ms. Cruz and passed unanimously to allow each district to control and hire their own aquatic pest control company if and as needed.

10. Resignation of Supervisor Joel Arrington - District No.'s 1 & 2 / Seat No. 2

A **Motion** was made by Mr. Bunner, seconded by Ms. Moccia and passed unanimously to Accept the resignation of Supervisor Joel Arrington.

11. Appointment to Vacant Board Seats - District No.'s 1 & 2 / Seat No. 2

A **Motion** was made by Mr. Bunner, seconded by Ms. Moccia and passed unanimously to appoint Mr. Frank Covelli to District No.'s 1 & 2 / Seat No. 2. Mr. Covelli took the Oath of Office before the meeting continued.

**12. Resignation of Supervisor Lorie Moccia – District No.'s 1 & 2 / Seat No.3;
District No.'s 3 & 5 / Seat No. 5 and District No.'s 4 & 6 / Seat No. 4**

A **Motion** was made by Mr. Bunner, seconded by Mr. Covelli and passed unanimously to Accept the resignation of Supervisor Lori Moccia.

**13. Appointment to Vacant Board Seats - District No.'s 1 & 2 / Seat No.3; District
No.'s 3 & 5 / Seat No. 5 and District No.'s 4 & 6 / Seat No. 4**

A **Motion** was made by Mr. Bunner, seconded by Mr. Covelli and passed unanimously to appoint Mr. Steven Dassa to District No.'s 1 & 2 / Seat No. 3; District No.'s 3 & 5 / Seat No. 5 and District No.'s 4 & 6 / Seat No. 4. Mr. Dassa took the Oath of Office before the meeting continued.

14. Resignation of Jeff Snyder: District No.'s 4 & 6 / Seat No. 1

No action was taken at this time.

15. Appointment to Vacant Board Seats: District No.'s 4 & 6 / Seat No. 1

No action was taken at this time.

16. Resolution No. 2021-30; Election of Officers

Resolution No. 2021-30 was presented, entitled:

RESOLUTION 2021-30

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF SOUTHERN GROVE
COMMUNITY DEVELOPMENT DISTRICT NO.'S 1-6, AND
PROVIDING FOR AN EFFECTIVE DATE.**

A **Motion** was made by Mr. Bunner, seconded by Mr. Dassa and passed unanimously to Adopt Resolution No. 2021-30.

17. First Amendment to Greenway Maintenance Contract/A Quality Bushog

A **Motion** was made by Mr. Bunner, seconded by Mr. Covelli and passed unanimously to Approve First Amendment to Greenway Maintenance Contract with A Quality Bushog.

**18. Becker Road Extension Phase 1; Project No. 2021-203 Change Order 8;
Approve added cost to connect to the City of PSL fiber optic system, based on
funding by the benefitted parcel and granted a time extension of 10 additional
days.**

A **Motion** was made by Mr. Graham, seconded by Mr. Covelli and passed unanimously to Approve Becker Road Extension Phase 1; Project No. 2021-203 Change Order 8.

19. WA #19-144-158; Lot 8 Retail Development Properties Phase 2; Approve the existing connection to the Tradition Irrigation System under the following conditions:

- 1 – Payment of the application and inspection fees.
- 2 – Reimbursement to the CDD for repair costs.

A **Motion** was made by Mr. Bunner, seconded by Mr. Dassa and passed unanimously to Approve WA #19-144-158.

20. WA #19-144-159; Sansone Extension & Paar Drive

A **Motion** was made by Mr. Bunner, seconded by Mr. Covelli and passed unanimously to Ratify WA #19-144-159.

**21. WA #19-144-160; Del Webb Phase 5B & 6 (Plat & Surface Water);
Approve proposed project connecting to the Southern Grove Master Stormwater System under the following conditions:**

- 1 – Responding to the outstanding Request for additional information to the CDD Engineer's satisfaction.

A **Motion** was made by Mr. Bunner, seconded by Mr. Dassa and passed unanimously to Approve WA #19-144-160.

I. ADMINISTRATIVE MATTERS

1. Manager's Report

Mr. Sakuma had nothing further to report at this time.

2. Attorney's Report

Mr. Harrell had no further report.

3. Engineer's Report

Ms. Cranford had no additional items to note.

4. Financial Report

Mr. Karmeris gave an overview of the financials.

5. Founder's Report

No Founder's report was offered.

J. BOARD MEMBER COMMENTS

There were no Board comments.

K. ADJORNMENT

There being no further business to come before the Board, Mr. Bunner **moved** for adjournment at 11:01a.m., Mr. Covelli seconded, and the motion carried unanimously.

Secretary/Assistant Secretary

Chair/Vice-Chair

**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date February 9, 2022**

Subject: **SG - Heron Preserve (Phase 2) SWM/Plat**
Work Authorization No. WA 19-144-165
C&T Project No. 19-144.SG6.005.1021.X

Background:

On October 18, 2021, the Southern Grove CDD Engineer received an application for a Work Authorization for Heron Preserve Phase 2B, connecting the stormwater management system for an 84 unit 22.7-acre residential community. The 1.9-acre lake and pipes connecting it to the remainder of the CDD's master stormwater system will be turned over to the CDD for long term operation and maintenance.

This application also includes plat Heron Preserve at Tradition Phase 2B.

Recommended Action:

Approve proposed project connecting to the Southern Grove Master Stormwater System under the following conditions:

1. Responding to the outstanding Request for Additional Information to the CDD Engineer's satisfaction.

Authorize the CDD Chair to sign plat mylar on behalf of the CDD.

Location: Southern Grove Community Development District CDD.06

Within Tradition Irrigation Service Area? Yes, Tier 3

Fiscal Information: This project includes infrastructure dedicated to the CDD. It has been included in the CDD Stormwater System operational budget.

Grant Related? No

Additional Comments: None

Board Action:

Moved by:

Seconded by:

Action Taken:

Item Prepared by: Kelly E Cranford, PE

January 25, 2022



WA 19-144-165
Project No. 19-144.SG6.005
Date: 01/25/2022

EXHIBIT 1
Heron Preserve 2B
SITE LOCATION MAP

**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date February 9, 2022**

Subject: **SG - Innovation Square at Tradition - Irrigation**
Work Authorization No. WA 19-144-167
C&T Project No. 19-144.SG5.057.1121.I

Background:

This application is a request to connect to the Tradition Irrigation system for irrigation of 0.47 acres.

Recommended Action:

Approve proposed project connecting to the Tradition Master Stormwater System under the following conditions:

1. Responding to the outstanding Request for Additional Information to the CDD Engineer's satisfaction.

Location: Southern Grove Community Development District CDD.05

Within Tradition Irrigation Service Area? Yes

Fiscal Information: This project does not include infrastructure dedicated to the CDD. It is not expected to impact the CDD Stormwater System operational budget.

Grant Related? No

Additional Comments: None

Board Action:

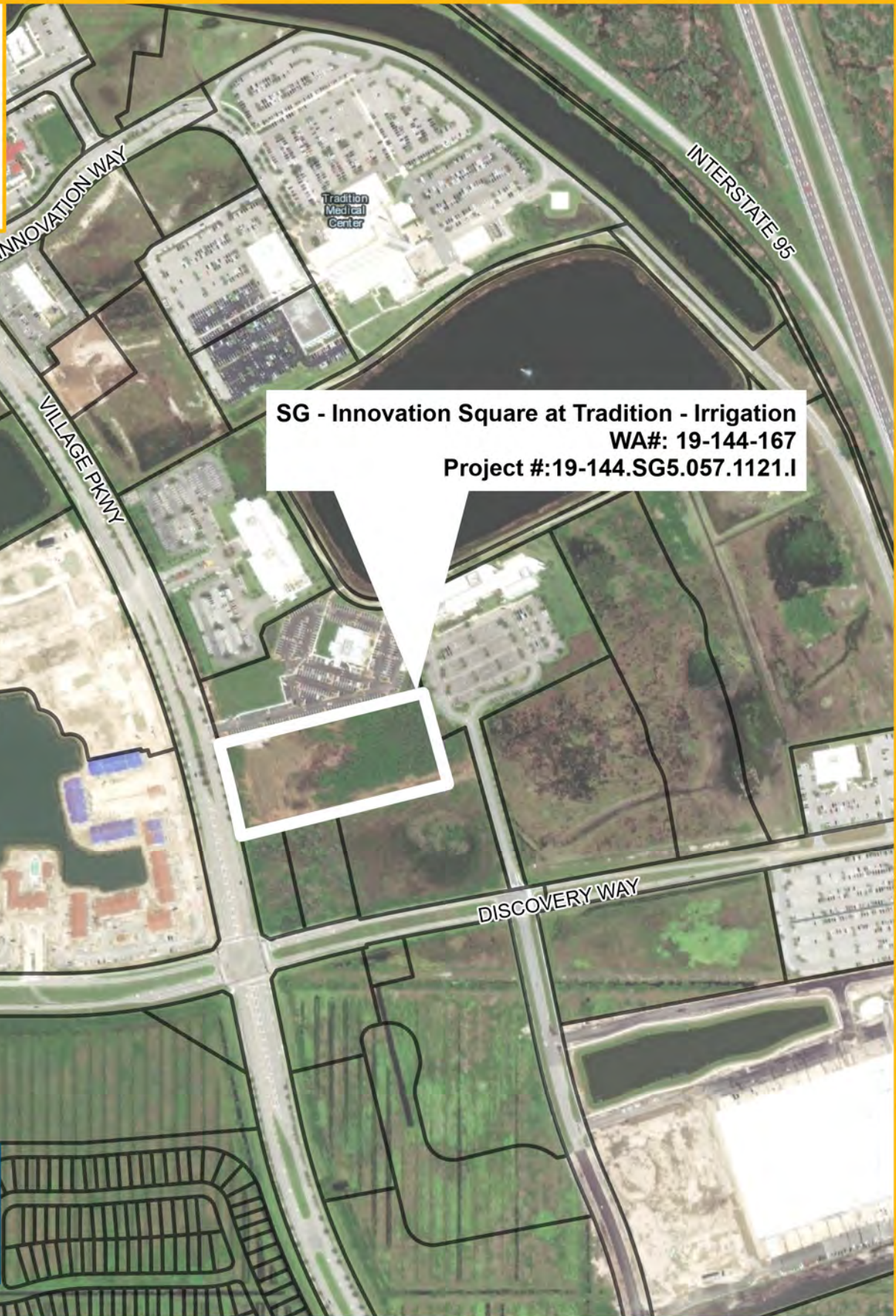
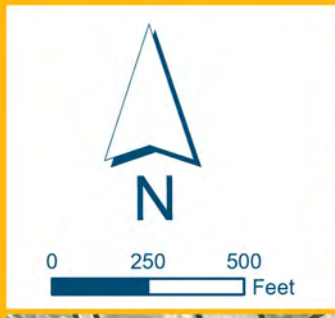
Moved by:

Seconded by:

Action Taken:

Item Prepared by: Kelly E Cranford, PE

December 10, 2021



SG - Innovation Square at Tradition - Irrigation
WA#: 19-144-167
Project #:19-144.SG5.057.1121.I

Legend

- Subject Property
- Other Parcels

**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date February 9, 2022**

Subject: **SG - SW Tom Mackie Blvd**
 Work Authorization No. WA 19-144-168
 C&T Project No. 19-144.SG6.008.1121.W

Background:

On November 11, 2020, the Southern Grove CDD Engineer received a Work Authorization application for a surface water system connecting to and modifying the Southern Grove Master Stormwater System within CDD 6. The proposed roadway will be operated and maintained by the City of Port St. Lucie. The piped ditch crossing will be dedicated to and maintained by the CDD.

The association Plat 26 was recorded in November 2019.

Recommended Action:

Approve proposed project connecting to the Southern Grove Master Stormwater System under the following conditions:

1. Responding to the outstanding Request for Additional Information to the CDD Engineer's satisfaction.

Location: Southern Grove Community Development District CDD.06

Within Tradition Irrigation Service Area? Yes

Fiscal Information: This project does not include infrastructure dedicated to the CDD. It is not expected to impact the CDD Stormwater System operational budget.

Grant Related? No

Additional Comments: None

Board Action:

Moved by:

Seconded by:

Action Taken:

Item Prepared by: Kelly E Cranford, PE

December 9, 2021



0 500 1,000
Feet

SG - SW Tom Mackie Blvd
WA#: 19-144-168
Project #:19-144.SG6.008.1121.W

DISCOVERY WAY

COMMUNITY BLVD

VILLAGE PKWY

INTERSTATE 95

Legend

- Subject Property
- Other Parcels



**CULPEPPER &
TERPENING INC**

Work Authorization #:
19-144-168
Project #:
19-144.SG6.008.1121.W
Scale: 1" = 1,000'
Date: 11/23/2021

EXHIBIT 1
SG - SW TOM MACKIE
BLVD
SITE LOCATION MAP

**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date February 9, 2022**

Subject: **SG - Oculus**
 Work Authorization No. WA 19-144-101.1
 C&T Project No. 19-144.SG5.014.1121.W

Background:

On November 10, 2021 the CDD Engineer received a Work Authorization application for a surface water system connecting to the Southern Grove Stormwater System within CDD 5. The project does not include infrastructure proposed for maintenance or operation by the CDD.

A Mass Grading Work Authorization for this parcel which was previously approved by the CDD Board on January 8, 2020 (WA 19-144-101).

Recommended Action:

Ratify the CDD Engineer's approval of the Work Authorization.

Location: Southern Grove Community Development District CDD.05

Within Tradition Irrigation Service Area? Yes

Fiscal Information: This project does not include infrastructure dedicated to the CDD. It is not expected to impact the CDD Stormwater System operational budget.

Grant Related? No

Additional Comments: None

Board Action:

Moved by:

Seconded by:

Action Taken:

Item Prepared by: Kelly E Cranford, PE

December 1, 2021



0 300 600
Feet

Tradition
Medical
Center



SG - Oculus
WA#: 19-144-101.1
Project #:19-144.SG5.014.1121.W

VILLAGE PKWY

DISCOVERY WAY

INTERSTATE 35

Legend

-  Subject Property
-  Other Parcels



**CULPEPPER &
TERPENING INC**

Work Authorization #:
19-144-101.1
Project #:
19-144.SG5.014.1121.W
Scale: 1" = 600'
Date: 11/16/2021

EXHIBIT 1 **SG - OCULUS** **SITE LOCATION MAP**

**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date February 9, 2022**

Subject: SG - Legacy karz - Middle Drive Access
Work Authorization NoP WA 19-144-166
CLT kroject NoP19-144.SG3.017.1121.W

Background:

On November 9, 2021, the Southern Grove CDD Engineer received a Work Authorization application for a surface water system connecting to the Southern Grove Stormwater System within CDD 3. The proposed 640 linear foot long roadway will be operated by the City of Port St. Lucie. The project includes installation of a 60-inch culvert connecting Lakes L11D and L11C. This culvert will be turned over to the CDD for operation and maintenance.

The project falls within Plat 35 which was approved by the CDD Board on May 12, 2021 (WA 19-144-134).

Recommended Action:

Ratify the CDD Engineer's approval of the Work Authorization.

Location: Southern Grove Community Development District CDD.03

Within Tradition Irrigation Service Area? Yes

Fiscal Information: This project includes infrastructure dedicated to the CDD. The culvert maintenance has been included within the CDD Stormwater System operational budget.

Grant Related? No

Additional Comments: None

Board Action:

Moved by:

Seconded by:

Action Taken:

Item Prepared by: Kelly E Cranford, PE

December 1, 2021



0 350 700
Feet



SG - Legacy Park - Middle Drive Access
WA#: 19-144-166
Project #:19-144.SG3.017.1121.W

VILLAGE PKWY

INTERSTATE 95

BECKER RD

Legend

-  Subject Property
-  Other Parcels



**CULPEPPER &
TERPENING INC**

Work Authorization #:
19-144-166
Project #:
19-144.SG3.017.1121.W
Scale: 1" = 700'
Date: 11/16/2021

EXHIBIT 1
SG - LEGACY PARK -
MIDDLE DRIVE
ACCESS¹⁷

**Southern Grove Community Development District
BOARD AGENDA ITEM
Board Meeting Date February 9, 2022**

Subject: **SG- Duda Canal Expansion 2**
Work Authorization No. WA 19-144-169
C&T Project No. 19-144.SG3.018.1221.W

Background:

On December 13, 2021, the CDD Engineer received an application for mass grading of approximately 110 acres including construction of 21 acres of lakes which will be dedicated to the CDD for perpetual operation and maintenance.

Recommended Action:

Ratify the CDD Engineers approval of the Work Authorization.

Location: Southern Grove Community Development District CDD.03

Within Tradition Irrigation Service Area? Yes

Fiscal Information: This project includes infrastructure dedicated to the CDD. The lake maintenance has been included in the CDD Stormwater System operational budget.

Grant Related? No
Additional Comments: None

Board Action:

Moved by:

Seconded by:

Action Taken:

Item Prepared by: Kelly E Cranford, PE

January 23, 2022



0 500 1,000
Feet



SG - Duda Canal Expansion Phase 2
WA#: 19-144-169
Project #:19-144.SG3.018.1221.W

VILLAGE PKWY

INTERSTATE 95

BECKER RD

Legend

-  Subject Property
-  Other Parcels



**CULPEPPER &
TERPENING INC**

Work Authorization #:
19-144-169
Project #:
19-144.SG3.018.1221.W
Scale: 1" = 1,000'
Date: 12/16/2021

EXHIBIT 1
SG - DUDA CANAL
EXPANSION PHASE 2
SITE LOCATION MAP

**Southern Grove Community Development
District Board Meeting Date: February 9,
2022 BOARD AGENDA ITEM**

Subject: Becker Road Extension Phase 1
CDD Project No. 2021-203 Change Order 9
C&T Project No. 20-203

Background:

At the November 4, 2020 Board of Supervisors meeting the Becker Road Construction Project was approved including the assignment of the construction contract to the CDD. The contract assignment was executed by the CDD Chairman on February 25, 2021. Initial contract cost was \$2,019,432.32 with a duration of 220 days.

Authorization for Guettler Brothers Construction Change Order No. 9 for (\$243,968.05) and 90 additional days of Contract Time. The added cost is needed due to delete work not performed and to add pay items for additional work including utility changes, fiber optic system changes, additional pumping and to pay for drainage pipe and mitered end sections items not covered in the plans. The added time is needed due to supply chain issues, availability of concrete and to allow time needed to produce and process turnover items required by PSLUSD.

Modified contract will be a total of \$1,920,813.40 with a duration of 351 days.

Recommended Action:

Approve the additional contract time and reduced contract scope and cost.

Location: Tradition Community Development District CDD.03

Within Tradition Irrigation Service Area? Yes

Fiscal Information: Decrease in contract amount to be credited to the "benefitted parcel".

Grant Related? No

Additional Comments: None

Board Action:

Moved by:

Seconded by:

Action Taken:

Item Prepared by: Marcelo Dimitriou, PE / Kelly E Cranford, PE

December 20, 2021

CHANGE ORDER

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

☐
☐
☐
☐
☐

PROJECT: 202400
Becker Road West Extension

CHANGE ORDER #: 9

CHANGE ORDER DATE: 12/17/2021

PROJECT #s: 202400

TO: Guettler Brothers Construction, LLC
P. O. Box 12271
Fort Pierce, FL 34979-2271

DATE OF CONTRACT: 11/23/2020

FOR: Becker Road West Ext

The Contract is changed as follows:

See attached spreadsheet of Additional Work and Credits for work that will not be completed under this agreement.

The original Contract Sum was	\$2,019,432.32
The net change by previously authorized Change Orders is	\$145,349.13
The Contract Sum prior to this Change Order was	\$2,164,781.45
The Contract Sum will be decreased by this Change Order in the amount of	(\$243,968.05)
The new Contract Sum including this Change Order will be	\$1,920,813.40
The Contract Time will be increased by Nintey	90 days.
The date of Substantial Completion as of this Change Order therefore is	01/18/2022

Not valid until signed by all parties below.

ARCHITECT	Guettler Brothers Construction, LLC	Southern Grove Community Development
ADDRESS	CONTRACTOR	OWNER
	P. O. Box 12271	10807 SW Tradition Square
	ADDRESS	ADDRESS
	Fort Pierce, FL 34979-2271	Port St. Lucie, FL 34987
BY (Signature)	<i>Ben Guettler</i>	<i>[Signature]</i>
(Typed Name)	Ben Guettler	XXXXXXXXXX Jeremy Bunner, Chairman
DATE	DATE 12-17-21	DATE 12/20/2021

CHANGE ORDER 9 - SUMMARY OF ITEMS

Added Fittings and Restrainers	\$	9,585.45	
8" Gate Valve	\$	1,925.00	
Added Pipe and MES	\$	7,884.00	
Fiber Optic Splice Box Change	\$	10,075.43	
	\$	29,469.88	Total
	\$	2,946.99	10%
	\$	32,416.87	Total w/ GC Markup
Added Rip Rap (Pay Item 405 Tons @ \$85.40) (194,117.24)	\$	16,576.99	Total Tons See Attached Weight Tickets
12" Pump (8-16 thru 10-27) 72 Days - 14 Days = 58 (Avg 10 Hrs Day)	\$	13,589.40	See Bluebook Rate \$23.43/Hr Operating Time
12" Pump (8-16 thru 10-27) 72 Days - 14 Days = 58 (Avg 14 Hrs Day)	\$	7,543.48	See Bluebook Rate \$9.29/Hr Standby Time
Add Seed in place of Sod	\$	10,176.00	20,352SY @ .50
	\$	80,302.74	Total Adds
Credit Headwall (Item 600-08; 430-031)	\$	(29,458.00)	
Credit Sod that Seeded (Item 200-06; 570-1-A)	\$	(35,616.00)	20,352 SY @ 1.75
Credit Balance of Sand (Item 709)	\$	(5,160.72)	
Credit PVC Irrigation Main (Item 700-08; 1050-31-212-3)	\$	(105,875.00)	
Credit 12" Gate Valve (1080-24-112)	\$	(11,019.00)	
Credit Air Release Valve	\$	(5,922.00)	
Credit FC12.5 (Item 400-04; 337-7-83)	\$	(116,688.60)	
	\$	(3,264.00)	
	\$	(483.60)	
	\$	(48.00)	
	\$	(5,567.87)	
	\$	(517.14)	
	\$	(544.00)	
	\$	(177.00)	
	\$	(373.49)	
	\$	(114.92)	
	\$	(1,201.50)	
	\$	(2,239.95)	
	\$	(324,270.79)	Total Credits
	\$	(243,968.05)	Net Total

Time Request:
Add 90 calendar days for concrete availability delays and final payment & affidavit documents required by PSLUSD to allow placing completed utility mains into service. Other physical work including roadway asphalt was Substantially Completed 10/15/21.

BLAZER CONSTRUCTION, INC.



PO Box 8979 | Jupiter, FL 33468 Office 561.575.3124 Fax 561.575.6499

GUETTLER & SONS CONSTRUCTION LLC
4401 WHITEWAY DAIRY RD
FORT PIERCE, FL 34947

Date: September 23, 2021
Revised: November 29, 2021
Revised: December 7, 2021
Project: Becker Rd

ATTN: Ben Guettler

CHANGE ORDER REQUEST

Description	Qty	Type	Unit price	Total Price
Additional Fittings & Restraints not shown on plans				
Critter Crossing at West Side				
12" Sleeve WM	1	EA	\$ 674.15	674.15
12" Sleeve FM	1	EA	\$ 1,018.12	1,018.12
12" 45 Bends WM	2	EA	\$ 736.97	1,473.94
12" 45 Bends FM	2	EA	\$ 1,089.11	2,178.22
12" Restraints	8	EA	\$ 230.59	1,844.72
FPL Complex Adjustment				
12" 45 Bends WM	2	EA	\$ 736.97	1,473.94
12" Restraints	4	EA	\$ 230.59	922.36
GRAND TOTAL				\$ 9,585.45

Respectfully Submitted,

Robert R. VerMurlen
President

BLAZER CONSTRUCTION, INC.

PO Box 8979 | Jupiter, FL 33468 Office 561.575.3124 Fax 561.575.6499



GUETTLE & SONS CONSTRUCTION LLC
4401 WHITEWAY DAIRY RD
FORT PIERCE, FL 34947

Date: September 29, 2021

Project: Becker Rd

ATTN: Ben Guettler

CHANGE ORDER REQUEST

Added Gate Valve with Megalugs per EOR to Southern Grove ROW				
8" Gate Valve	1	EA	\$ 1,925.00	1,925.00
GRAND TOTAL				\$ 1,925.00

Respectfully Submitted,

Robert R. VerMurlen
President

BLAZER CONSTRUCTION, INC.

PO Box 8979 | Jupiter, FL 33468 Office 561.575.3124 Fax 561.575.6499



GUETTLER & SONS CONSTRUCTION LLC
4401 WHITEWAY DAIRY RD
FORT PIERCE, FL 34947

Date: September 24, 2021

Project: Becker Rd

ATTN: Ben Guettler

CHANGE ORDER REQUEST

Additional Pipe & Mitered Ends Not On Plans Per EOR				
Additional 18" HDPE	80	LF	\$ 47.30	3,784.00
18" Mitered End	1	EA	\$ 600.00	600.00
48" Mitered End	1	EA	\$ 3,500.00	3,500.00
GRAND TOTAL				\$ 7,884.00

Respectfully Submitted,

Robert R. VerMurlen
President

BLAZER CONSTRUCTION, INC.



PO Box 8979 | Jupiter, FL 33468 Office 561.575.3124 Fax 561.575.6499

GUETTLER & SONS CONSTRUCTION LLC
4401 WHITEWAY DAIRY RD
FORT PIERCE, FL 34947

Date: September 24, 2021
Revised: December 8, 2021

Project: Becker Rd

ATTN: Ben Guettler

CHANGE ORDER REQUEST

Description	Qty	Type	Unit price	Total Price
Additional Larger Splice Boxes - Bid was for 3 boxes. Plan has 5 boxes - Installed 2 EA of 17" x 30" and 3 EA of 30" x 48" splice boxes from shop drawings dated 6-11-21.				
Core & Main Material (Invoice attached)	3	EA	\$ 2,406.81	7,220.43
Blazer Labor, Equipment & Misc Material	3	EA	\$ 1,500.00	4,500.00
Deduct for smaller pull box 17" x 30"	-1	EA	\$ 1,645.00	(1,645.00)
GRAND TOTAL				\$ 10,075.43

Note: Blazer line item includes Crew time, Equipment usage, 3/4 Stone & Concrete Collar.

Respectfully Submitted,

Robert R. VerMurlen
President



INVOICE

1830 Craig Park Court
St. Louis, MO 63148

Invoice # P042944
Invoice Date 6/11/21
Account # 234128
Sales Rep DON WEBSTER
Phone # 772-466-5955
Branch # 062 Ft Pierce, FL
Total Amount Due \$6,585.23

Remit To:
CORE & MAIN LP
PO BOX 28330
ST. LOUIS, MO 63146

531 1 MB 0.450 E0068 10144 D7714834113 S2 P8322203 0003:0003



BLAZER CONSTRUCTION INC
PO BOX 8979
JUPITER FL 33468-8979

Shipped to:
BECKER ROAD PH1
PORT ST. LUCIE, FL

CUSTOMER JOB- BECKER BECKER ROAD EXT

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
6/09/21	6/10/21		BECKER ROAD EXT	BECKER		CORE & MAIN LP	P042944

Product Code	Description	Quantity			Price	UM	Extended Price
		Ordered	Shipped	B/O			
45PG3048BA36	PG3048BA36 BOX W/STRAIGHT SIDE	3	3		1203.66000	EA	3,610.98
45CPG3048HA00	PG3048HA00 HEAVY DUTY MB COVER	3	3		840.50000	EA	2,521.50
140290ES2480	2X24 SCH80 COND 90 BEND SWEEP	4	4		20.00000	EA	80.00

1 Box, Cover & Sweep

$$1203.66 + 840.50 + 20 = 2064.16$$

Add Tax

$$2064.16 \times 1.06 = 2188.01$$

Add 10% markup

$$2188.01 \times 1.10 = 2406.81 \text{ each}$$

CK Pull on splice

Online ADVANTAGE

- Pay Online
- Paperless Billing
- Invoice Reprints
- Signed Delivery Receipts

Freight Delivery Handling Restock Misc.

Subtotal: 6,212.48
Other: 0.00
Tax: 372.75
Invoice Total: \$6,585.23

Terms: NET 30
Ordered By: BOB VERMURLEN

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>.

Palm Beach Aggregates, LLC

20125 State Road 80
 Loxahatchee, FL 33470
 (561) 795-6550

Customer ID

10392G

Payment Terms

NET 30

BILL TO:

GUETTLER BROTHERS CONST LLC
 P.O. BOX 12271
 FORT PIERCE, FL 34979-227

INVOICE #

34632

INVOICE DATE

7/8/2021

BATCH #

INV070821

PURCHASE ORDER:

122306

ORDER DELIVERED TO:

102 Southwest Village
 Parkway
 Port St. Lucie Florida 34953

ORDER DESCRIPTION:

2701 - Becker Road PH1-City of PSL (SELF)

Ticket #	Truck ID	Date	Product	Net	Units	Mat Rate	Freight Rate	Amount
3876799	GBE34	7/8/2021	RIP RAP	19.21	Ton	\$35.00	\$0.00	\$672.35
3876803	GBE29	7/8/2021	RIP RAP	19.65	Ton	\$35.00	\$0.00	\$687.75
3876806	GBE26	7/8/2021	RIP RAP	19.37	Ton	\$35.00	\$0.00	\$677.95
3876808	GBE33	7/8/2021	RIP RAP	19.17	Ton	\$35.00	\$0.00	\$670.95
3876811	GBE28	7/8/2021	RIP RAP	19.63	Ton	\$35.00	\$0.00	\$687.05
3876815	GBE32	7/8/2021	RIP RAP	19.52	Ton	\$35.00	\$0.00	\$683.20
3876816	GBE27	7/8/2021	RIP RAP	18.39	Ton	\$35.00	\$0.00	\$643.65
3876975	GBE34	7/8/2021	RIP RAP	18.65	Ton	\$35.00	\$0.00	\$652.75
3876983	GBE26	7/8/2021	RIP RAP	18.49	Ton	\$35.00	\$0.00	\$647.15
3876987	GBE28	7/8/2021	RIP RAP	19.94	Ton	\$35.00	\$0.00	\$697.90
3876989	GBE29	7/8/2021	RIP RAP	19.58	Ton	\$35.00	\$0.00	\$685.30
3876997	GBE33	7/8/2021	RIP RAP	20.09	Ton	\$35.00	\$0.00	\$703.15
3877000	GBE32	7/8/2021	RIP RAP	20.26	Ton	\$35.00	\$0.00	\$709.10
3877001	GBE27	7/8/2021	RIP RAP	19.24	Ton	\$35.00	\$0.00	\$673.40
3877121	GBE34	7/8/2021	RIP RAP	20.00	Ton	\$35.00	\$0.00	\$700.00
3877125	GBE26	7/8/2021	RIP RAP	18.39	Ton	\$35.00	\$0.00	\$643.65
3877128	GBE28	7/8/2021	RIP RAP	19.22	Ton	\$35.00	\$0.00	\$672.70
3877131	GBE29	7/8/2021	RIP RAP	18.66	Ton	\$35.00	\$0.00	\$653.10
3877133	GBE33	7/8/2021	RIP RAP	18.58	Ton	\$35.00	\$0.00	\$650.30
3877144	GBE27	7/8/2021	RIP RAP	19.51	Ton	\$35.00	\$0.00	\$682.85

RIP RAP: 385.55 Ton**Material Amount: \$13,494.25**

# OF TICKETS	TOTAL NET QUANTITY	MATERIAL AMOUNT	FREIGHT AMOUNT	SURCHARGE AMOUNT
20	385.55	\$13,494.25	\$0.00	\$0.00

*If you have any questions about billing please
 contact us. We appreciate your business!*

SUBTOTAL	\$13,494.25
TAX	\$944.60
TOTAL	\$14,438.85

Palm Beach Aggregates, LLC

20125 State Road 80
 Loxahatchee, FL 33470
 (561) 795-6550

Customer ID

10392G

Payment Terms

NET 30

BILL TO:

GUETTLER BROTHERS CONST LLC
 P.O. BOX 12271
 FORT PIERCE, FL 34979-227

INVOICE #

34894

INVOICE DATE

7/16/2021

BATCH #

INV071621

PURCHASE ORDER:

122306

ORDER DELIVERED TO:

102 Southwest Village
 Parkway
 Port St. Lucie Florida 34953

ORDER DESCRIPTION:

2701 - Becker Road PH1-City of PSL (SELF)

Ticket #	Truck ID	Date	Product	Net	Units	Mat Rate	Freight Rate	Amount
3879988	GBE33	7/16/2021	RIP RAP	19.97	Ton	\$35.00	\$0.00	\$698.95
3880008	GBE35	7/16/2021	RIP RAP	19.87	Ton	\$35.00	\$0.00	\$695.45
RIP RAP: 39.84 Ton				Material Amount: \$1,394.40				

<u># OF TICKETS</u>	<u>TOTAL NET QUANTITY</u>	<u>MATERIAL AMOUNT</u>	<u>FREIGHT AMOUNT</u>	<u>SURCHARGE AMOUNT</u>
2	39.84	\$1,394.40	\$0.00	\$0.00

*If you have any questions about billing please
 contact us. We appreciate your business!*

SUBTOTAL	\$1,394.40
TAX	\$97.61
TOTAL	\$1,492.01

Palm Beach Aggregates, LLC

20125 State Road 80
Loxahatchee, FL 33470
(561) 795-6550

Customer ID

10392G

Payment Terms

NET 30

BILL TO:

GUETTLER BROTHERS CONST LLC
P.O. BOX 12271
FORT PIERCE, FL 34979-227

<u>INVOICE #</u>	<u>INVOICE DATE</u>	<u>BATCH #</u>
35666	8/10/2021	INV081021

PURCHASE ORDER:

122306

ORDER DELIVERED TO:

102 Southwest Village
Parkway
Port St. Lucie Florida 34953

ORDER DESCRIPTION:

2701 - Becker Road PH1-City of PSL (SELF)

Ticket #	Truck ID	Date	Product	Net	Units	Mat Rate	Freight Rate	Amount
3889996	GBE34	8/10/2021	RIP RAP	20.81	Ton	\$35.00	\$0.00	\$728.35
RIP RAP: 20.81 Ton				Material Amount: \$728.35				

<u># OF TICKETS</u>	<u>TOTAL NET QUANTITY</u>	<u>MATERIAL AMOUNT</u>	<u>FREIGHT AMOUNT</u>	<u>SURCHARGE AMOUNT</u>
1	20.81	\$728.35	\$0.00	\$0.00

*If you have any questions about billing please
contact us. We appreciate your business!*

SUBTOTAL	\$728.35
TAX	\$50.98
TOTAL	\$779.33

Star Quarries, LLC

12201 US Hwy 27 South
South Bay, FL 33493

INVOICE 720492

Invoice Date: 10/23/2021

Remit To:

1700 South Powerline Road, Suite H
Deerfield Beach, FL 33442

(561) 996-7515 * (561) 992-9647 (f) * info@starquarries.com

Bill To: Guettler Brothers Construction, LLC CC
P.O. BOX 12271
FORT PIERCE, FL 34979

Job: Becker Rd - Extension

Terms: Net 30

Date	Ticket	Description	Qty	Units	Rate	Charge	Frft/Other	Tax	Total
10/22/2021	5138322	CERT. FOR FDOT 33 DITCH LINE 6"	19.05	Tons	34.00	\$647.70	\$20.79	\$45.34	\$713.83
10/22/2021	5138324	CERT. FOR FDOT 33 DITCH LINE 6"	18.13	Tons	34.00	\$616.42	\$19.79	\$43.15	\$679.36
10/22/2021	5138325	CERT. FOR FDOT 33 DITCH LINE 6"	18.34	Tons	34.00	\$623.56	\$20.02	\$43.65	\$687.23
10/22/2021	5138326	CERT. FOR FDOT 33 DITCH LINE 6"	18.80	Tons	34.00	\$639.20	\$20.52	\$44.74	\$704.46
10/22/2021	5138327	CERT. FOR FDOT 33 DITCH LINE 6"	20.24	Tons	34.00	\$688.16	\$22.09	\$48.17	\$758.42
10/22/2021	5138332	CERT. FOR FDOT 33 DITCH LINE 6"	18.59	Tons	34.00	\$632.06	\$20.29	\$44.24	\$696.59
10/22/2021	5138338	CERT. FOR FDOT 33 DITCH LINE 6"	20.09	Tons	34.00	\$683.06	\$21.93	\$47.81	\$752.80
10/22/2021	5138339	CERT. FOR FDOT 33 DITCH LINE 6"	19.67	Tons	34.00	\$668.78	\$21.47	\$46.81	\$737.06
	8 Item/s	(GB) Becker Rd - Extension	152.91	Tons		\$5,198.94	\$166.90	\$363.91	\$5,729.75
						Charge Summary			
						Charges		\$5,198.94	
						Freight		\$0.00	
						Other		\$166.90	
						7.0% Sales Tax		\$363.91	
						Grand Total		\$5,729.75	

Rental Rate Blue Book®

December 9, 2021

Miscellaneous 8 X 210HP Submersible Trash Pumps

Size Class:
6.0 - 8.0 Inch
Weight:
N/A



Configuration for 8 X 210HP

Power Mode	Electric	Pump Size	8.0 in
Required Power	210.0	Solids Size	3.0 in
Voltage	460.0		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$3,290.00	USD \$920.00	USD \$230.00	USD \$35.00	USD \$6.23	USD \$24.92
Adjustments						
Region (Florida: 92%)	(USD \$263.20)	(USD \$73.60)	(USD \$18.40)	(USD \$2.80)		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$3,026.80	USD \$846.40	USD \$211.60	USD \$32.20	USD \$6.23	USD \$23.43

Non-Active Use Rates

Standby Rate	Hourly	USD \$9.29
Idling Rate		USD \$17.20

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45%	USD \$1,480.50/mo
Overhaul (ownership)	46%	USD \$1,513.40/mo
CFC (ownership)	1%	USD \$32.90/mo
Indirect (ownership)	8%	USD \$263.20/mo

Fuel cost data is not available for these rates.

Revised Date: 4th quarter 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for BEN GUETTLER
(ben@guettlerconstruction.com)

REQUISITION NO. 6

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5
SPECIAL ASSESSMENT BONDS, SERIES 2021
(COMMUNITY INFRASTRUCTURE)**

The undersigned, a Responsible Officer of Southern Grove Community Development District No. 5 (the “Issuer”) hereby submits the following requisition for disbursement from the 2021 Acquisition and Construction Account created under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the “Trustee”), dated December 17, 2014, as supplemented by that certain Seventh Supplemental Indenture, dated as of June 1, 2021 (collectively, the “Indenture”), (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture);

- (A) Requisition Number: **6**
- (B) Name of Payee: **Culpepper & Terpening, Inc.**
- (C) Amount Payable: **\$126,260.67**

The undersigned hereby certifies that (check the applicable box in 1. below):

- 1. This requisition is for a Cost of the 2021 CI Project payable from the 2021 Acquisition and Construction Account **X**

OR

This requisition is for Working Capital Expenses payable from the 2021 Working Capital Subaccount in the 2021 Acquisition and Construction Account and the amount of Working Capital Expenses that are the subject of this requisition, together with all prior requisitions related to Working Capital Expenses does not exceed the Working Capital Amount _____

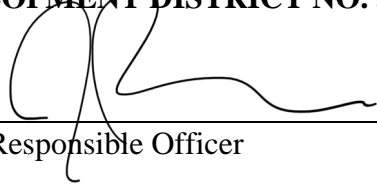
AND

- 2. Each disbursement set forth above is a proper charge against the 2021 Acquisition and Construction Account or 2021 Working Capital Subaccount therein, as applicable.

[Include if applicable]

Each disbursement set forth above is made as payment of a portion of the purchase price payable for the 2021 CI Project pursuant to a written acquisition agreement between the District and the other party named therein and the undersigned represents that such agreement has not been modified or amended and is in full force and effect on the date hereof.

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

By: 
Responsible Officer

Date: 12/03/2021

**[THE FOLLOWING IS NOT REQUIRED FOR REQUISITIONS RELATING TO
WORKING CAPITAL EXPENSES]**

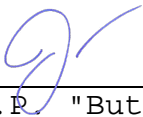
The undersigned, an authorized representative of the Consulting Engineer to the Issuer, hereby certifies that this disbursement is for a Cost of the 2021 CI Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2021 CI Project with respect to which such disbursement is being made; and (iii) the Engineer's Report as supplemented and amended through the date hereof.

The undersigned further certifies that (a) the improvements to be acquired with this disbursement will be (1) owned by the Issuer or another governmental entity and located on public property or within public rights of way or easements and (2) accessible by the general public and/or part of a public water management system; (b) the purchase price to be paid by the Issuer for the improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (c) the plans and specifications for the improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (d) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2021 CI Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (e) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2021 CI Project for which disbursement is made hereby, if acquisition is being made pursuant to an acquisition agreement.

[Include as applicable]

The undersigned certifies that the amount of this disbursement relating to the TIM Project, when aggregated with the amount of all prior disbursements of proceeds of the 2021 Bonds for the TIM Project, does not exceed the TIM Project Amount and that no disbursements have been made for the TIM Project from proceeds of any bonds or other obligations of the Issuer issued prior to the date of issuance of the 2021 Bonds.

[CONSULTING ENGINEER]

By: 
Name: J.P. "Butch" Terpening
Title: District Engineer
Date: November 24, 2021

Invoice

Culpepper & Terpening, Inc.
Consulting Engineers and Land Surveyors
2980 South 25th Street
Fort Pierce, Florida 34981
Phone (772)464-3537 /Fax (772)464-9497
accounting@ct-eng.com

Ms. Sylvia Bethel
 Accounting
 Southern Grove Community Development District
 c/o Special District Services, Inc.
 2501A Burns Road
 Palm Beach Gardens, FL 33410

September 14, 2021
 Project No: 20-203
 Invoice No: 93037

Principal: James 'Butch' Terpening, Jr., P.E.
 Project Manager: Marcelo Dimitriou, P.E.

PO No:

Contract No:

WA No:

Project 20-203 Becker Road West Phase 1 CEI

Professional Services through August 31, 2021

Phase 5 Construction Services

Tasks 5.01 Construction Services

Professional Personnel

	Hours	Rate	Amount	
Principal Engineer, PE	173.25	210.00	36,382.50	
Sr. Engineering Designer	1.50	100.00	150.00	
Sr. Construction Inspector	458.00	125.00	57,250.00	
Construction Inspector	31.00	90.00	2,790.00	
Totals	663.75		96,572.50	
Total Labor				96,572.50

Phase 8 Reimbursable Expense

Reimbursable Expenses

Reimbursable Expense

3/30/2021	Terpening, Thomas	Drone Flight	14.16	
4/23/2021	Terpening, Thomas	Drone	16.00	
	Total Reimbursables		30.16	30.16

Unit Billing

Large Copy

MILEAGE

1,125.81

Total this Invoice \$97,728.47

Billing Backup

Tuesday, September 14, 2021

Culpepper & Terpening, Inc.

Invoice 93037 Dated 9/14/2021

8:39:38 AM

Project	20-203	Becker Road West Phase 1 CEI
Phase	5	Construction Services
Tasks	5.01	Construction Services

Professional Personnel

		Hours	Rate	Amount
Principal Engineer, PE				
Dimitriou, P.E., Marcelo	3/1/2021	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	3/4/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	3/5/2021	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	3/9/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	3/10/2021	2.00	210.00	420.00
Terpening, Jr., P.E., James "Butch"	3/10/2021	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	3/11/2021	2.50	210.00	525.00
Terpening, Jr., P.E., James "Butch"	3/11/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	3/15/2021	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	3/16/2021	.75	210.00	157.50
Matthes, P.E., Stefan	3/16/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	3/19/2021	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	3/22/2021	.75	210.00	157.50
Terpening, Jr., P.E., James "Butch"	3/23/2021	.50	210.00	105.00
Dimitriou, P.E., Marcelo	3/30/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	3/31/2021	.75	210.00	157.50
Dimitriou, P.E., Marcelo	4/1/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	4/2/2021	2.75	210.00	577.50
Dimitriou, P.E., Marcelo	4/5/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	4/6/2021	1.00	210.00	210.00
Terpening, Jr., P.E., James "Butch"	4/6/2021	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	4/7/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	4/9/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	4/12/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	4/13/2021	1.75	210.00	367.50
Dimitriou, P.E., Marcelo	4/14/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	4/16/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	4/19/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	4/21/2021	1.75	210.00	367.50
Terpening, Jr., P.E., James "Butch"	4/21/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	4/26/2021	2.25	210.00	472.50
Dimitriou, P.E., Marcelo	4/27/2021	2.00	210.00	420.00
Matthes, P.E., Stefan	4/27/2021	.50	210.00	105.00
Dimitriou, P.E., Marcelo	4/28/2021	1.50	210.00	315.00

Project	20-203	Becker Road West Phase 1 CEI			Invoice	93037
Dimitriou, P.E., Marcelo		4/30/2021	2.25	210.00		472.50
Dimitriou, P.E., Marcelo		5/3/2021	1.25	210.00		262.50
Dimitriou, P.E., Marcelo		5/4/2021	1.50	210.00		315.00
Matthes, P.E., Stefan		5/4/2021	1.00	210.00		210.00
Matthes, P.E., Stefan		5/5/2021	.50	210.00		105.00
Dimitriou, P.E., Marcelo		5/6/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		5/10/2021	1.00	210.00		210.00
Dimitriou, P.E., Marcelo		5/11/2021	1.25	210.00		262.50
Dimitriou, P.E., Marcelo		5/13/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		5/14/2021	2.50	210.00		525.00
Terpening, Jr., P.E., James "Butch"		5/16/2021	1.00	210.00		210.00
Dimitriou, P.E., Marcelo		5/18/2021	2.25	210.00		472.50
Dimitriou, P.E., Marcelo		5/19/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		5/20/2021	1.75	210.00		367.50
Dimitriou, P.E., Marcelo		5/21/2021	2.00	210.00		420.00
Matthes, P.E., Stefan		5/21/2021	.50	210.00		105.00
Dimitriou, P.E., Marcelo		5/24/2021	1.00	210.00		210.00
Dimitriou, P.E., Marcelo		5/27/2021	1.75	210.00		367.50
Dimitriou, P.E., Marcelo		5/28/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		6/1/2021	2.50	210.00		525.00
Dimitriou, P.E., Marcelo		6/2/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		6/3/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		6/7/2021	2.50	210.00		525.00
Dimitriou, P.E., Marcelo		6/8/2021	2.25	210.00		472.50
Dimitriou, P.E., Marcelo		6/9/2021	1.75	210.00		367.50
Dimitriou, P.E., Marcelo		6/10/2021	2.75	210.00		577.50
Terpening, Jr., P.E., James "Butch"		6/10/2021	1.00	210.00		210.00
Dimitriou, P.E., Marcelo		6/11/2021	1.00	210.00		210.00
Dimitriou, P.E., Marcelo		6/14/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		6/15/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		6/16/2021	1.00	210.00		210.00
Dimitriou, P.E., Marcelo		6/17/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		6/18/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		6/21/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		6/22/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		6/23/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		6/25/2021	2.50	210.00		525.00
Dimitriou, P.E., Marcelo		6/28/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		6/30/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		7/1/2021	2.25	210.00		472.50
Dimitriou, P.E., Marcelo		7/2/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		7/6/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		7/7/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		7/8/2021	1.75	210.00		367.50
Dimitriou, P.E., Marcelo		7/12/2021	1.50	210.00		315.00
Terpening, Jr., P.E., James "Butch"		7/12/2021	1.00	210.00		210.00

Project	20-203	Becker Road West Phase 1 CEI			Invoice	93037
Dimitriou, P.E., Marcelo		7/14/2021	1.00	210.00		210.00
Dimitriou, P.E., Marcelo		7/16/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		7/19/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		7/20/2021	2.50	210.00		525.00
Dimitriou, P.E., Marcelo		7/21/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		7/23/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		7/26/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		7/27/2021	1.75	210.00		367.50
Dimitriou, P.E., Marcelo		7/29/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		7/30/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		8/3/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		8/4/2021	2.50	210.00		525.00
Dimitriou, P.E., Marcelo		8/5/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		8/6/2021	1.75	210.00		367.50
Dimitriou, P.E., Marcelo		8/10/2021	1.75	210.00		367.50
Terpening, Jr., P.E., James 'Butch'		8/11/2021	1.00	210.00		210.00
Dimitriou, P.E., Marcelo		8/12/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		8/13/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		8/16/2021	1.00	210.00		210.00
Dimitriou, P.E., Marcelo		8/18/2021	1.75	210.00		367.50
Dimitriou, P.E., Marcelo		8/19/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		8/20/2021	1.00	210.00		210.00
Dimitriou, P.E., Marcelo		8/23/2021	2.25	210.00		472.50
Dimitriou, P.E., Marcelo		8/24/2021	1.75	210.00		367.50
Dimitriou, P.E., Marcelo		8/26/2021	2.50	210.00		525.00
Dimitriou, P.E., Marcelo		8/27/2021	1.75	210.00		367.50
Dimitriou, P.E., Marcelo		8/31/2021	2.50	210.00		525.00
Sr. Engineering Designer						
Coapman, Edgar		6/15/2021	.75	100.00		75.00
Coapman, Edgar		6/16/2021	.75	100.00		75.00
Sr. Construction Inspector						
Christensen, Frans		3/1/2021	4.50	125.00		562.50
Christensen, Frans		3/2/2021	5.50	125.00		687.50
Christensen, Frans		3/3/2021	3.00	125.00		375.00
Christensen, Frans		3/4/2021	4.50	125.00		562.50
Christensen, Frans		3/5/2021	1.50	125.00		187.50
Christensen, Frans		3/10/2021	3.50	125.00		437.50
Christensen, Frans		3/11/2021	4.50	125.00		562.50
Christensen, Frans		3/15/2021	2.50	125.00		312.50
Christensen, Frans		3/16/2021	2.50	125.00		312.50
Christensen, Frans		3/19/2021	4.00	125.00		500.00
Christensen, Frans		3/22/2021	3.50	125.00		437.50
Christensen, Frans		3/23/2021	3.00	125.00		375.00
Christensen, Frans		3/24/2021	1.50	125.00		187.50
Christensen, Frans		3/25/2021	4.00	125.00		500.00
Christensen, Frans		3/26/2021 Ovt	2.00	125.00		250.00
Christensen, Frans		3/29/2021	2.50	125.00		312.50
Christensen, Frans		3/30/2021	3.00	125.00		375.00

Project	20-203	Becker Road West Phase 1 CEI			Invoice	93037
Terpening, Thomas		3/30/2021	2.50	125.00		312.50
Christensen, Frans		3/31/2021	3.00	125.00		375.00
Christensen, Frans		4/1/2021	5.50	125.00		687.50
Christensen, Frans		4/2/2021	3.00	125.00		375.00
Christensen, Frans		4/5/2021	3.00	125.00		375.00
Christensen, Frans		4/6/2021	4.00	125.00		500.00
Christensen, Frans		4/12/2021	1.50	125.00		187.50
Christensen, Frans		4/13/2021	2.50	125.00		312.50
Christensen, Frans		4/14/2021	5.00	125.00		625.00
Christensen, Frans		4/15/2021	2.00	125.00		250.00
Christensen, Frans		4/16/2021 Ovt	3.00	125.00		375.00
Christensen, Frans		4/19/2021	2.50	125.00		312.50
Campbell, Jamie		4/20/2021	.50	125.00		62.50
Christensen, Frans		4/20/2021	1.00	125.00		125.00
Christensen, Frans		4/21/2021	1.00	125.00		125.00
Rake, Edward		4/21/2021	1.00	125.00		125.00
Christensen, Frans		4/22/2021	1.00	125.00		125.00
Rake, Edward		4/22/2021	1.00	125.00		125.00
Christensen, Frans		4/23/2021 Ovt	4.00	125.00		500.00
Rake, Edward		4/23/2021	2.00	125.00		250.00
Terpening, Thomas		4/23/2021	2.50	125.00		312.50
Christensen, Frans		4/26/2021	2.50	125.00		312.50
Christensen, Frans		4/27/2021	4.50	125.00		562.50
Christensen, Frans		4/28/2021	3.50	125.00		437.50
Campbell, Jamie		4/29/2021	.50	125.00		62.50
Christensen, Frans		4/30/2021	2.50	125.00		312.50
Christensen, Frans		5/3/2021	5.00	125.00		625.00
Christensen, Frans		5/4/2021	7.50	125.00		937.50
Christensen, Frans		5/5/2021	8.00	125.00		1,000.00
Rake, Edward		5/6/2021	1.50	125.00		187.50
Rake, Edward		5/7/2021	1.50	125.00		187.50
Christensen, Frans		5/11/2021	3.00	125.00		375.00
Christensen, Frans		5/12/2021	6.00	125.00		750.00
Christensen, Frans		5/13/2021	2.00	125.00		250.00
Christensen, Frans		5/14/2021	6.50	125.00		812.50
Christensen, Frans		5/17/2021	2.00	125.00		250.00
Rake, Edward		5/17/2021	1.00	125.00		125.00
Christensen, Frans		5/18/2021	6.00	125.00		750.00
Christensen, Frans		5/19/2021	3.00	125.00		375.00
Christensen, Frans		5/20/2021	5.00	125.00		625.00
Christensen, Frans		5/21/2021 Ovt	8.00	125.00		1,000.00
Christensen, Frans		5/24/2021	4.00	125.00		500.00
Christensen, Frans		5/25/2021	6.50	125.00		812.50
Christensen, Frans		5/26/2021	4.50	125.00		562.50
Christensen, Frans		5/27/2021	5.50	125.00		687.50
Christensen, Frans		5/28/2021	1.25	125.00		156.25
Christensen, Frans		5/28/2021 Ovt	3.75	125.00		468.75
Christensen, Frans		6/1/2021	9.50	125.00		1,187.50
Christensen, Frans		6/2/2021	7.50	125.00		937.50

Project	20-203	Becker Road West Phase 1 CEI			Invoice	93037
Christensen, Frans		6/3/2021	5.00	125.00		625.00
Christensen, Frans		6/4/2021	6.50	125.00		812.50
Christensen, Frans		6/7/2021	7.00	125.00		875.00
Christensen, Frans		6/8/2021	6.50	125.00		812.50
Christensen, Frans		6/9/2021	6.50	125.00		812.50
Christensen, Frans		6/10/2021	4.00	125.00		500.00
Christensen, Frans		6/11/2021 Ovt	2.00	125.00		250.00
Rake, Edward		6/11/2021	2.50	125.00		312.50
Christensen, Frans		6/14/2021	6.00	125.00		750.00
Christensen, Frans		6/15/2021	4.00	125.00		500.00
Christensen, Frans		6/16/2021	3.50	125.00		437.50
Christensen, Frans		6/17/2021	2.50	125.00		312.50
Rake, Edward		6/17/2021	2.00	125.00		250.00
Christensen, Frans		6/18/2021 Ovt	1.50	125.00		187.50
Christensen, Frans		6/21/2021	5.50	125.00		687.50
Christensen, Frans		6/22/2021	4.00	125.00		500.00
Christensen, Frans		6/23/2021	4.50	125.00		562.50
Christensen, Frans		6/24/2021	2.50	125.00		312.50
Christensen, Frans		6/25/2021	3.50	125.00		437.50
Christensen, Frans		6/25/2021 Ovt	.50	125.00		62.50
Christensen, Frans		6/28/2021	5.50	125.00		687.50
Christensen, Frans		6/29/2021	5.50	125.00		687.50
Christensen, Frans		6/30/2021	7.00	125.00		875.00
Christensen, Frans		7/1/2021	2.00	125.00		250.00
Christensen, Frans		7/6/2021	6.50	125.00		812.50
Christensen, Frans		7/7/2021	8.00	125.00	1,000.00	
Christensen, Frans		7/8/2021	4.50	125.00		562.50
Christensen, Frans		7/9/2021	3.00	125.00		375.00
Christensen, Frans		7/12/2021	3.50	125.00		437.50
Christensen, Frans		7/13/2021	2.50	125.00		312.50
Christensen, Frans		7/14/2021	3.00	125.00		375.00
Christensen, Frans		7/15/2021	4.00	125.00		500.00
Christensen, Frans		7/16/2021 Ovt	3.00	125.00		375.00
Christensen, Frans		7/19/2021	4.50	125.00		562.50
Christensen, Frans		7/20/2021	4.50	125.00		562.50
Christensen, Frans		7/21/2021	3.50	125.00		437.50
Christensen, Frans		7/22/2021	5.50	125.00		687.50
Christensen, Frans		7/23/2021 Ovt	3.00	125.00		375.00
Christensen, Frans		7/26/2021	2.50	125.00		312.50
Christensen, Frans		7/27/2021	6.00	125.00		750.00
Christensen, Frans		7/28/2021	1.50	125.00		187.50
Christensen, Frans		7/29/2021	5.50	125.00		687.50
Christensen, Frans		7/30/2021 Ovt	2.50	125.00		312.50
Christensen, Frans		8/4/2021	2.50	125.00		312.50
Christensen, Frans		8/5/2021	5.50	125.00		687.50
Christensen, Frans		8/6/2021 Ovt	2.00	125.00		250.00
Christensen, Frans		8/7/2021 Ovt	1.00	125.00		125.00
Christensen, Frans		8/9/2021	3.00	125.00		375.00
Christensen, Frans		8/11/2021	1.50	125.00		187.50

Project	20-203	Becker Road West Phase 1 CEI			Invoice	93037
Christensen, Frans		8/12/2021	1.50	125.00		187.50
Christensen, Frans		8/13/2021 Ovt	4.50	125.00		562.50
Rake, Edward		8/16/2021	1.00	125.00		125.00
Christensen, Frans		8/17/2021	2.00	125.00		250.00
Christensen, Frans		8/18/2021	2.00	125.00		250.00
Christensen, Frans		8/19/2021	3.50	125.00		437.50
Christensen, Frans		8/19/2021 Ovt	1.00	125.00		125.00
Christensen, Frans		8/20/2021 Ovt	3.00	125.00		375.00
Christensen, Frans		8/21/2021 Ovt	1.50	125.00		187.50
Christensen, Frans		8/23/2021	2.50	125.00		312.50
Christensen, Frans		8/24/2021	3.00	125.00		375.00
Rake, Edward		8/25/2021	1.50	125.00		187.50
Christensen, Frans		8/26/2021	1.50	125.00		187.50
Christensen, Frans		8/27/2021 Ovt	2.00	125.00		250.00
Rake, Edward		8/27/2021	1.50	125.00		187.50
Christensen, Frans		8/30/2021	2.00	125.00		250.00
Christensen, Frans		8/31/2021	2.50	125.00		312.50
Construction Inspector						
Green, Tanner		6/30/2021	8.00	90.00		720.00
Green, Tanner		7/1/2021	8.00	90.00		720.00
Green, Tanner		7/2/2021	7.00	90.00		630.00
Green, Tanner		7/9/2021	1.00	90.00		90.00
Green, Tanner		7/13/2021	7.00	90.00		630.00
Totals			663.75		96,572.50	
Total Labor						96,572.50
Total this Tasks						\$96,572.50
Total this Phase						\$96,572.50

Phase 8 Reimbursable Expense

Reimbursable Expenses

Reimbursable Expense

EX 00000000267	3/30/2021	Terpening, Thomas / Drone Flight /	14.16	
6		21.26 miles @ 0.555		
EX 00000000268	4/23/2021	Terpening, Thomas / Drone / 24.02	16.00	
5		miles @ 0.555		
Total Reimbursables			30.16	30.16

Unit Billing

3/1/2021	Large Copy	1.0 Copy @ 0.35	.35
3/3/2021	Large Copy	1.0 Copy @ 0.35	.35
3/9/2021	Large Copy	6.0 Copies @ 0.35	2.10
3/10/2021	Large Copy	2.0 Copies @ 0.35	.70
3/10/2021	Large Copy	36.0 Copies @ 0.35	12.60
3/15/2021	Large Copy	2.0 Copies @ 0.35	.70
3/31/2021	Large Copy	4.0 Copies @ 0.35	1.40
3/31/2021	Large Copy	1.0 Copy @ 0.35	.35
4/1/2021	Large Copy	6.0 Copies @ 0.35	2.10
4/2/2021	Large Copy	1.0 Copy @ 0.35	.35

Project	20-203	Becker Road West Phase 1 CEI	Invoice	93037
4/2/2021	Large Copy	7.0 Copies @ 0.35	2.45	
4/2/2021	Large Copy	6.0 Copies @ 0.35	2.10	
4/2/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/2/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/2/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/5/2021	Large Copy	30.0 Copies @ 0.35	10.50	
4/6/2021	Large Copy	2.0 Copies @ 0.35	.70	
4/6/2021	Large Copy	14.0 Copies @ 0.35	4.90	
4/7/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/7/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/7/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/7/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/7/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/7/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/7/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/12/2021	Large Copy	55.0 Copies @ 0.35	19.25	
4/12/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/12/2021	Large Copy	6.0 Copies @ 0.35	2.10	
4/12/2021	Large Copy	4.0 Copies @ 0.35	1.40	
4/14/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/14/2021	Large Copy	4.0 Copies @ 0.35	1.40	
4/14/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/14/2021	Large Copy	18.0 Copies @ 0.35	6.30	
4/19/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/19/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/19/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/19/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/26/2021	Large Copy	6.0 Copies @ 0.35	2.10	
4/26/2021	Large Copy	6.0 Copies @ 0.35	2.10	
4/26/2021	Large Copy	7.0 Copies @ 0.35	2.45	
4/28/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/28/2021	Large Copy	2.0 Copies @ 0.35	.70	
4/30/2021	Large Copy	14.0 Copies @ 0.35	4.90	
5/3/2021	Large Copy	2.0 Copies @ 0.35	.70	
5/3/2021	Large Copy	1.0 Copy @ 0.35	.35	
5/3/2021	Large Copy	5.0 Copies @ 0.35	1.75	
5/18/2021	Large Copy	5.0 Copies @ 0.35	1.75	
5/18/2021	Large Copy	5.0 Copies @ 0.35	1.75	
5/20/2021	Large Copy	2.0 Copies @ 0.35	.70	
5/21/2021	Large Copy	1.0 Copy @ 0.35	.35	
5/21/2021	Large Copy	1.0 Copy @ 0.35	.35	
5/21/2021	Large Copy	2.0 Copies @ 0.35	.70	
5/21/2021	Large Copy	5.0 Copies @ 0.35	1.75	
6/7/2021	Large Copy	5.0 Copies @ 0.35	1.75	
6/8/2021	Large Copy	3.0 Copies @ 0.35	1.05	
6/8/2021	Large Copy	3.0 Copies @ 0.35	1.05	
6/8/2021	Large Copy	2.0 Copies @ 0.35	.70	
7/26/2021	Large Copy	7.0 Copies @ 0.35	2.45	
7/27/2021	Large Copy	7.0 Copies @ 0.35	2.45	

Project	20-203	Becker Road West Phase 1 CEI	Invoice	93037
7/27/2021	Large Copy	9.0 Copies @ 0.35	3.15	
7/27/2021	Large Copy	1.0 Copy @ 0.35	.35	
8/2/2021	Large Copy	1.0 Copy @ 0.35	.35	
8/3/2021	Large Copy	6.0 Copies @ 0.35	2.10	
8/3/2021	Large Copy	1.0 Copy @ 0.35	.35	
8/5/2021	Large Copy	2.0 Copies @ 0.35	.70	
8/13/2021	Large Copy	1.0 Copy @ 0.35	.35	
8/23/2021	Large Copy	8.0 Copies @ 0.35	2.80	
8/24/2021	Large Copy	1.0 Copy @ 0.35	.35	
8/25/2021	Large Copy	1.0 Copy @ 0.35	.35	
8/27/2021	Large Copy	1.0 Copy @ 0.35	.35	
8/30/2021	Large Copy	1.0 Copy @ 0.35	.35	
8/30/2021	Large Copy	1.0 Copy @ 0.35	.35	
8/30/2021	Large Copy	1.0 Copy @ 0.35	.35	
8/30/2021	Large Copy	1.0 Copy @ 0.35	.35	
MILEAGE				
3/1/2021	Miles	31.0 Miles @ 0.56	17.36	
3/2/2021	Miles	36.0 Miles @ 0.56	20.16	
3/3/2021	Miles	20.0 Miles @ 0.56	11.20	
3/4/2021	Miles	12.0 Miles @ 0.56	6.72	
3/5/2021		10.0 Miles @ 0.56	5.60	
3/11/2021		16.0 Miles @ 0.56	8.96	
3/16/2021	Miles	14.0 Miles @ 0.56	7.84	
3/19/2021		20.0 Miles @ 0.56	11.20	
3/22/2021		13.0 Miles @ 0.56	7.28	
3/23/2021		33.0 Miles @ 0.56	18.48	
3/24/2021		12.0 Miles @ 0.56	6.72	
3/25/2021		12.0 Miles @ 0.56	6.72	
3/26/2021		24.0 Miles @ 0.56	13.44	
3/29/2021	Miles	24.0 Miles @ 0.56	13.44	
3/30/2021	Miles	10.0 Miles @ 0.56	5.60	
3/31/2021	Miles	25.0 Miles @ 0.56	14.00	
4/1/2021	Miles	15.0 Miles @ 0.56	8.40	
4/2/2021		16.0 Miles @ 0.56	8.96	
4/5/2021	Miles	30.0 Miles @ 0.56	16.80	
4/6/2021	Miles	19.0 Miles @ 0.56	10.64	
4/13/2021		13.0 Miles @ 0.56	7.28	
4/14/2021		23.0 Miles @ 0.56	12.88	
4/16/2021		11.0 Miles @ 0.56	6.16	
4/19/2021		5.0 Miles @ 0.56	2.80	
4/20/2021		5.0 Miles @ 0.56	2.80	
4/20/2021		6.0 Miles @ 0.56	3.36	
4/21/2021		5.0 Miles @ 0.56	2.80	
4/21/2021		5.0 Miles @ 0.56	2.80	
4/22/2021		5.0 Miles @ 0.56	2.80	
4/22/2021		10.0 Miles @ 0.56	5.60	
4/23/2021		9.0 Miles @ 0.56	5.04	
4/23/2021		10.0 Miles @ 0.56	5.60	
4/26/2021	Miles	15.0 Miles @ 0.56	8.40	

Project	20-203	Becker Road West Phase 1 CEI	Invoice	93037
4/27/2021	Miles	20.0 Miles @ 0.56	11.20	
4/28/2021	Miles	17.0 Miles @ 0.56	9.52	
4/29/2021		6.0 Miles @ 0.56	3.36	
4/30/2021		42.0 Miles @ 0.56	23.52	
4/30/2021	Miles	19.0 Miles @ 0.56	10.64	
5/3/2021		5.0 Miles @ 0.56	2.80	
5/3/2021		10.0 Miles @ 0.56	5.60	
5/4/2021		12.0 Miles @ 0.56	6.72	
5/5/2021		18.0 Miles @ 0.56	10.08	
5/6/2021		46.0 Miles @ 0.56	25.76	
5/6/2021		5.0 Miles @ 0.56	2.80	
5/7/2021		5.0 Miles @ 0.56	2.80	
5/11/2021		25.0 Miles @ 0.56	14.00	
5/12/2021		10.0 Miles @ 0.56	5.60	
5/13/2021		5.0 Miles @ 0.56	2.80	
5/14/2021		15.0 Miles @ 0.56	8.40	
5/17/2021		5.0 Miles @ 0.56	2.80	
5/17/2021		5.0 Miles @ 0.56	2.80	
5/18/2021		5.0 Miles @ 0.56	2.80	
5/19/2021		15.0 Miles @ 0.56	8.40	
5/20/2021		10.0 Miles @ 0.56	5.60	
5/21/2021		17.0 Miles @ 0.56	9.52	
5/24/2021		10.0 Miles @ 0.56	5.60	
5/25/2021		9.0 Miles @ 0.56	5.04	
5/26/2021		19.0 Miles @ 0.56	10.64	
5/27/2021		10.0 Miles @ 0.56	5.60	
5/28/2021		15.0 Miles @ 0.56	8.40	
6/1/2021		12.0 Miles @ 0.56	6.72	
6/2/2021		20.0 Miles @ 0.56	11.20	
6/3/2021		15.0 Miles @ 0.56	8.40	
6/4/2021		10.0 Miles @ 0.56	5.60	
6/7/2021		15.0 Miles @ 0.56	8.40	
6/8/2021		12.0 Miles @ 0.56	6.72	
6/9/2021		25.0 Miles @ 0.56	14.00	
6/10/2021		15.0 Miles @ 0.56	8.40	
6/11/2021		13.0 Miles @ 0.56	7.28	
6/14/2021		12.0 Miles @ 0.56	6.72	
6/15/2021		13.0 Miles @ 0.56	7.28	
6/16/2021		21.0 Miles @ 0.56	11.76	
6/17/2021		15.0 Miles @ 0.56	8.40	
6/18/2021		15.0 Miles @ 0.56	8.40	
6/21/2021		27.0 Miles @ 0.56	15.12	
6/22/2021		10.0 Miles @ 0.56	5.60	
6/23/2021		18.0 Miles @ 0.56	10.08	
6/24/2021		20.0 Miles @ 0.56	11.20	
6/25/2021		10.0 Miles @ 0.56	5.60	
6/28/2021		10.0 Miles @ 0.56	5.60	
6/29/2021		17.0 Miles @ 0.56	9.52	
6/30/2021		10.0 Miles @ 0.56	5.60	

Project	20-203	Becker Road West Phase 1 CEI	Invoice	93037
7/6/2021		12.0 Miles @ 0.56	6.72	
7/7/2021		13.0 Miles @ 0.56	7.28	
7/8/2021		16.0 Miles @ 0.56	8.96	
7/9/2021		10.0 Miles @ 0.56	5.60	
7/12/2021		10.0 Miles @ 0.56	5.60	
7/13/2021		8.0 Miles @ 0.56	4.48	
7/15/2021		10.0 Miles @ 0.56	5.60	
7/16/2021		12.0 Miles @ 0.56	6.72	
7/19/2021		20.0 Miles @ 0.56	11.20	
7/20/2021		15.0 Miles @ 0.56	8.40	
7/21/2021		13.0 Miles @ 0.56	7.28	
7/22/2021		15.0 Miles @ 0.56	8.40	
7/23/2021		21.0 Miles @ 0.56	11.76	
7/26/2021	Miles	15.0 Miles @ 0.56	8.40	
7/27/2021	Miles	15.0 Miles @ 0.56	8.40	
7/29/2021	Miles	12.0 Miles @ 0.56	6.72	
7/30/2021	Miles	15.0 Miles @ 0.56	8.40	
8/4/2021		10.0 Miles @ 0.56	5.60	
8/4/2021		38.0 Miles @ 0.56	21.28	
8/5/2021		20.0 Miles @ 0.56	11.20	
8/9/2021		15.0 Miles @ 0.56	8.40	
8/11/2021		12.0 Miles @ 0.56	6.72	
8/12/2021		8.0 Miles @ 0.56	4.48	
8/13/2021		14.0 Miles @ 0.56	7.84	
8/17/2021		10.0 Miles @ 0.56	5.60	
8/18/2021		10.0 Miles @ 0.56	5.60	
8/19/2021		35.0 Miles @ 0.56	19.60	
8/20/2021		13.0 Miles @ 0.56	7.28	
8/21/2021		12.0 Miles @ 0.56	6.72	
8/23/2021		15.0 Miles @ 0.56	8.40	
8/24/2021		25.0 Miles @ 0.56	14.00	
8/26/2021		10.0 Miles @ 0.56	5.60	
8/27/2021		15.0 Miles @ 0.56	8.40	
8/30/2021		15.0 Miles @ 0.56	8.40	
8/31/2021		21.0 Miles @ 0.56	11.76	
8/31/2021		32.0 Miles @ 0.56	17.92	
				1,125.81
Total this Phase				\$1,155.97
Total this Project				\$97,728.47
Total this Report				\$97,728.47

Invoice

Culpepper & Terpening, Inc.
Consulting Engineers and Land Surveyors
2980 South 25th Street
Fort Pierce, Florida 34981
Phone (772)464-3537 /Fax (772)464-9497
accounting@ct-eng.com

Ms. Sylvia Bethel
Accounting
Southern Grove Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

November 18, 2021
Project No: 20-203
Invoice No: 93421

Principal: James 'Butch' Terpening, Jr., P.E.
Project Manager: Marcelo Dimitriou, P.E.

PO No:

Contract No:

WA No:

Project 20-203 Becker Road West Phase 1 CEI

Professional Services through October 31, 2021

Phase 5 Construction Services

Tasks 5.01 Construction Services

Professional Personnel

	Hours	Rate	Amount
Principal Engineer, PE	46.75	210.00	9,817.50
Sr. Construction Inspector	147.50	125.00	18,437.50
Totals	194.25		28,255.00
Total Labor			28,255.00

Phase 8 Reimbursable Expense

Unit Billing

Large Copy

MILEAGE

277.20**Total this Invoice \$28,532.20****Outstanding Invoices**

Number	Date	Balance
93037	9/14/2021	97,728.47
Total		97,728.47

Billing Backup

Thursday, November 18, 2021

Culpepper & Terpening, Inc.

Invoice 93421 Dated 11/18/2021

10:04:40 AM

Project	20-203	Becker Road West Phase 1 CEI
Phase	5	Construction Services
Tasks	5.01	Construction Services

Professional Personnel

		Hours	Rate	Amount
Principal Engineer, PE				
Dimitriou, P.E., Marcelo	9/1/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	9/2/2021	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	9/7/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	9/9/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	9/14/2021	1.25	210.00	262.50
Dimitriou, P.E., Marcelo	9/15/2021	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	9/16/2021	1.75	210.00	367.50
Dimitriou, P.E., Marcelo	9/20/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	9/21/2021	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	9/22/2021	1.75	210.00	367.50
Dimitriou, P.E., Marcelo	9/24/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	9/27/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	9/29/2021	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	9/30/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	10/1/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	10/4/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	10/7/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	10/8/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	10/14/2021	2.50	210.00	525.00
Dimitriou, P.E., Marcelo	10/15/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	10/18/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	10/19/2021	1.75	210.00	367.50
Dimitriou, P.E., Marcelo	10/20/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	10/21/2021	2.50	210.00	525.00
Dimitriou, P.E., Marcelo	10/26/2021	2.50	210.00	525.00
Dimitriou, P.E., Marcelo	10/27/2021	1.75	210.00	367.50
Dimitriou, P.E., Marcelo	10/28/2021	2.50	210.00	525.00
Sr. Construction Inspector				
Christensen, Frans	9/1/2021	2.00	125.00	250.00
Christensen, Frans	9/3/2021 Ovt	2.00	125.00	250.00
Christensen, Frans	9/7/2021	4.00	125.00	500.00
Christensen, Frans	9/8/2021	2.00	125.00	250.00
Christensen, Frans	9/9/2021	3.00	125.00	375.00
Christensen, Frans	9/10/2021	1.50	125.00	187.50
Christensen, Frans	9/13/2021	4.00	125.00	500.00
Christensen, Frans	9/14/2021	2.50	125.00	312.50
Christensen, Frans	9/15/2021	6.00	125.00	750.00
Christensen, Frans	9/16/2021	2.00	125.00	250.00

Project	20-203	Becker Road West Phase 1 CEI		Invoice	93421
Christensen, Frans		9/16/2021 Ovt	1.00	125.00	125.00
Christensen, Frans		9/17/2021 Ovt	3.50	125.00	437.50
Christensen, Frans		9/18/2021 Ovt	3.00	125.00	375.00
Christensen, Frans		9/20/2021	5.00	125.00	625.00
Christensen, Frans		9/21/2021	3.00	125.00	375.00
Christensen, Frans		9/22/2021	2.00	125.00	250.00
Christensen, Frans		9/23/2021	4.00	125.00	500.00
Christensen, Frans		9/24/2021 Ovt	2.50	125.00	312.50
Christensen, Frans		9/27/2021	3.00	125.00	375.00
Christensen, Frans		9/28/2021	2.00	125.00	250.00
Christensen, Frans		9/29/2021	2.00	125.00	250.00
Christensen, Frans		9/30/2021	3.00	125.00	375.00
Christensen, Frans		10/1/2021 Ovt	2.50	125.00	312.50
Christensen, Frans		10/4/2021	4.00	125.00	500.00
Christensen, Frans		10/5/2021	1.50	125.00	187.50
Christensen, Frans		10/6/2021	3.00	125.00	375.00
Christensen, Frans		10/8/2021	2.00	125.00	250.00
Christensen, Frans		10/9/2021 Ovt	1.50	125.00	187.50
Christensen, Frans		10/11/2021	5.00	125.00	625.00
Christensen, Frans		10/12/2021	6.00	125.00	750.00
Christensen, Frans		10/13/2021	1.50	125.00	187.50
Christensen, Frans		10/14/2021	5.00	125.00	625.00
Rake, Edward		10/15/2021	4.00	125.00	500.00
Christensen, Frans		10/18/2021	4.00	125.00	500.00
Christensen, Frans		10/19/2021	1.50	125.00	187.50
Rake, Edward		10/19/2021	4.00	125.00	500.00
Christensen, Frans		10/20/2021	5.50	125.00	687.50
Rake, Edward		10/20/2021	4.50	125.00	562.50
Christensen, Frans		10/21/2021	1.50	125.00	187.50
Rake, Edward		10/21/2021	4.00	125.00	500.00
Christensen, Frans		10/22/2021 Ovt	2.00	125.00	250.00
Rake, Edward		10/22/2021	3.50	125.00	437.50
Christensen, Frans		10/23/2021 Ovt	1.50	125.00	187.50
Christensen, Frans		10/25/2021	5.50	125.00	687.50
Christensen, Frans		10/26/2021	2.50	125.00	312.50
Christensen, Frans		10/27/2021	5.00	125.00	625.00
Rake, Edward		10/27/2021	2.00	125.00	250.00
Christensen, Frans		10/28/2021	1.50	125.00	187.50
Totals			194.25		28,255.00
Total Labor					28,255.00
Total this Tasks					\$28,255.00
Total this Phase					\$28,255.00

Phase 8 Reimbursable Expense

Unit Billing

9/24/2021	Large Copy	1.0 Copy @ 0.35	.35
9/24/2021	Large Copy	1.0 Copy @ 0.35	.35

Project	20-203	Becker Road West Phase 1 CEI	Invoice	93421
9/24/2021	Large Copy	1.0 Copy @ 0.35		.35
9/27/2021	Large Copy	12.0 Copies @ 0.35		4.20
9/30/2021	Large Copy	1.0 Copy @ 0.35		.35
MILEAGE				
9/1/2021		15.0 Miles @ 0.56		8.40
9/3/2021		12.0 Miles @ 0.56		6.72
9/7/2021		13.0 Miles @ 0.56		7.28
9/9/2021		15.0 Miles @ 0.56		8.40
9/10/2021		10.0 Miles @ 0.56		5.60
9/13/2021		10.0 Miles @ 0.56		5.60
9/14/2021		8.0 Miles @ 0.56		4.48
9/15/2021		21.0 Miles @ 0.56		11.76
9/16/2021		22.0 Miles @ 0.56		12.32
9/17/2021		11.0 Miles @ 0.56		6.16
9/18/2021		10.0 Miles @ 0.56		5.60
9/20/2021		20.0 Miles @ 0.56		11.20
9/21/2021		15.0 Miles @ 0.56		8.40
9/23/2021		19.0 Miles @ 0.56		10.64
9/24/2021		12.0 Miles @ 0.56		6.72
9/27/2021		12.0 Miles @ 0.56		6.72
9/29/2021		12.0 Miles @ 0.56		6.72
9/30/2021		15.0 Miles @ 0.56		8.40
10/1/2021		16.0 Miles @ 0.56		8.96
10/4/2021		21.0 Miles @ 0.56		11.76
10/5/2021		15.0 Miles @ 0.56		8.40
10/6/2021		15.0 Miles @ 0.56		8.40
10/8/2021		15.0 Miles @ 0.56		8.40
10/9/2021		18.0 Miles @ 0.56		10.08
10/11/2021		17.0 Miles @ 0.56		9.52
10/12/2021		15.0 Miles @ 0.56		8.40
10/14/2021		8.0 Miles @ 0.56		4.48
10/18/2021		12.0 Miles @ 0.56		6.72
10/20/2021		21.0 Miles @ 0.56		11.76
10/22/2021		12.0 Miles @ 0.56		6.72
10/23/2021		8.0 Miles @ 0.56		4.48
10/25/2021		20.0 Miles @ 0.56		11.20
10/26/2021		20.0 Miles @ 0.56		11.20
				277.20
Total this Phase				\$277.20
Total this Project				\$28,532.20
Total this Report				\$28,532.20

REQUISITION NO. 7

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5
SPECIAL ASSESSMENT BONDS, SERIES 2021
(COMMUNITY INFRASTRUCTURE)**

The undersigned, a Responsible Officer of Southern Grove Community Development District No. 5 (the "Issuer") hereby submits the following requisition for disbursement from the 2021 Acquisition and Construction Account created under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated December 17, 2014, as supplemented by that certain Seventh Supplemental Indenture, dated as of June 1, 2021 (collectively, the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture);

- (A) Requisition Number: **7**
- (B) Name of Payee: **BEEP, Inc.**
- (C) Amount Payable: **\$70,000.00**

The undersigned hereby certifies that (check the applicable box in 1. below):

- 1. This requisition is for a Cost of the 2021 CI Project payable from the 2021 Acquisition and Construction Account **X**

OR

This requisition is for Working Capital Expenses payable from the 2021 Working Capital Subaccount in the 2021 Acquisition and Construction Account and the amount of Working Capital Expenses that are the subject of this requisition, together with all prior requisitions related to Working Capital Expenses does not exceed the Working Capital Amount _____

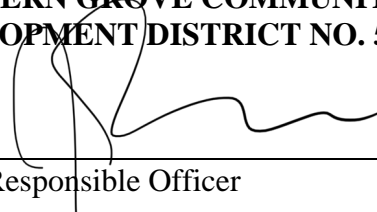
AND

- 2. Each disbursement set forth above is a proper charge against the 2021 Acquisition and Construction Account or 2021 Working Capital Subaccount therein, as applicable.

[Include if applicable]

Each disbursement set forth above is made as payment of a portion of the purchase price payable for the 2021 CI Project pursuant to a written acquisition agreement between the District and the other party named therein and the undersigned represents that such agreement has not been modified or amended and is in full force and effect on the date hereof.

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

By: 
Responsible Officer

Date: 12/03/2021

**[THE FOLLOWING IS NOT REQUIRED FOR REQUISITIONS RELATING TO
WORKING CAPITAL EXPENSES]**

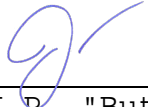
The undersigned, an authorized representative of the Consulting Engineer to the Issuer, hereby certifies that this disbursement is for a Cost of the 2021 CI Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2021 CI Project with respect to which such disbursement is being made; and (iii) the Engineer's Report as supplemented and amended through the date hereof.

The undersigned further certifies that (a) the improvements to be acquired with this disbursement will be (1) owned by the Issuer or another governmental entity and located on public property or within public rights of way or easements and (2) accessible by the general public and/or part of a public water management system; (b) the purchase price to be paid by the Issuer for the improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (c) the plans and specifications for the improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (d) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2021 CI Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (e) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2021 CI Project for which disbursement is made hereby, if acquisition is being made pursuant to an acquisition agreement.

[Include as applicable]

The undersigned certifies that the amount of this disbursement relating to the TIM Project, when aggregated with the amount of all prior disbursements of proceeds of the 2021 Bonds for the TIM Project, does not exceed the TIM Project Amount and that no disbursements have been made for the TIM Project from proceeds of any bonds or other obligations of the Issuer issued prior to the date of issuance of the 2021 Bonds.

[CONSULTING ENGINEER]

By: 
Name: J.P. "Butch" Terpening
Title: District Engineer
Date: November 24, 2021

BEEP. Inc.
13485 Veterans Way
#110
Orlando, FL 32827
321-348-6879

INVOICE



Invoice #: 229
Invoice Date: 06/11/21
Amount Due: \$70,000.00

Bill To:

Tradition Community Development
District No. 1, c/o Special District
Services, Inc.
2501 Burns Road
Palm Beach Gardens, FL 33410
United States

Due Date	Terms	P.O. Number
07/11/21	Net 30	ORDER #TR-20210210

Item	Description	Quantity	Price	Amount
Pre-Payment	10% Pre-Payment for 2 Navya Autonom DL4 autonomous vehicles	1	\$70,000.00	\$70,000.00

Bank Information for ACH Payment:
M&T Bank
1350 I Street NW, Suite 500
Washington, DC 20005
Phone: 202-434-7048

Routing #: 052000113
Account #: 9862190775
Account Name: Beep, Inc.
Checking account (0775)

Subtotal:	\$70,000.00
Sales Tax:	\$0.00
Total:	\$70,000.00
Payments:	\$0.00
Amount Due:	\$70,000.00

To pay online, go to <https://app01.us.bill.com/p/beepinc1>

REQUISITION NO. 8

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5
SPECIAL ASSESSMENT BONDS, SERIES 2021
(COMMUNITY INFRASTRUCTURE)**

The undersigned, a Responsible Officer of Southern Grove Community Development District No. 5 (the “Issuer”) hereby submits the following requisition for disbursement from the 2021 Acquisition and Construction Account created under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the “Trustee”), dated December 17, 2014, as supplemented by that certain Seventh Supplemental Indenture, dated as of June 1, 2021 (collectively, the “Indenture”), (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture);

- (A) Requisition Number: **8**
- (B) Name of Payee: **Guettler Brothers Construction, LLC**
- (C) Amount Payable: **\$55,461.51**

The undersigned hereby certifies that (check the applicable box in 1. below):

- 1. This requisition is for a Cost of the 2021 CI Project payable from the 2021 Acquisition and Construction Account **X**

OR

This requisition is for Working Capital Expenses payable from the 2021 Working Capital Subaccount in the 2021 Acquisition and Construction Account and the amount of Working Capital Expenses that are the subject of this requisition, together with all prior requisitions related to Working Capital Expenses does not exceed the Working Capital Amount _____

AND

- 2. Each disbursement set forth above is a proper charge against the 2021 Acquisition and Construction Account or 2021 Working Capital Subaccount therein, as applicable.

[Include if applicable]

Each disbursement set forth above is made as payment of a portion of the purchase price payable for the 2021 CI Project pursuant to a written acquisition agreement between the District and the other party named therein and the undersigned represents that such agreement has not been modified or amended and is in full force and effect on the date hereof.

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

By:  _____
Responsible Officer

Date: 12/03/2021

**[THE FOLLOWING IS NOT REQUIRED FOR REQUISITIONS RELATING TO
WORKING CAPITAL EXPENSES]**

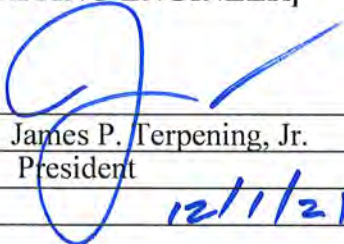
The undersigned, an authorized representative of the Consulting Engineer to the Issuer, hereby certifies that this disbursement is for a Cost of the 2021 CI Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2021 CI Project with respect to which such disbursement is being made; and (iii) the Engineer's Report as supplemented and amended through the date hereof.

The undersigned further certifies that (a) the improvements to be acquired with this disbursement will be (1) owned by the Issuer or another governmental entity and located on public property or within public rights of way or easements and (2) accessible by the general public and/or part of a public water management system; (b) the purchase price to be paid by the Issuer for the improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (c) the plans and specifications for the improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (d) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2021 CI Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (e) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2021 CI Project for which disbursement is made hereby, if acquisition is being made pursuant to an acquisition agreement.

[Include as applicable]

The undersigned certifies that the amount of this disbursement relating to the TIM Project, when aggregated with the amount of all prior disbursements of proceeds of the 2021 Bonds for the TIM Project, does not exceed the TIM Project Amount and that no disbursements have been made for the TIM Project from proceeds of any bonds or other obligations of the Issuer issued prior to the date of issuance of the 2021 Bonds.

[CONSULTING ENGINEER]

By: 
Name: James P. Terpening, Jr.
Title: President
Date: 12/1/21

PAYMENT APPLICATION

TO: Southern Grove Community Development District No.5
10807 SW Tradition Square
Port St. Lucie, FL 34987
Attn: B. Frank Sakuma Jr.
Guettler Brothers Construction, LLC
P. O. Box 12271
Fort Pierce, FL 34979-2271
Becker Road West Ext

PROJECT NAME AND LOCATION: 202400 Becker Road West Extension

APPLICATION # 10
PERIOD THRU: 11/29/2021
PROJECT #s: 202400
DATE OF CONTRACT: 11/23/2020

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM: ARCHITECT:

FOR: CONTRACTOR

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached.

1. CONTRACT AMOUNT	\$2,019,432.32		
2. SUM OF ALL CHANGE ORDERS	\$145,349.13		
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$2,164,781.45		
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$1,829,865.41		
5. RETAINAGE:			
a. 10.00% of Completed Work (Columns D + E on Continuation Page)	\$182,986.54		
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00		
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$182,986.54		
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$1,646,878.87		
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$1,591,417.36		
8. PAYMENT DUE	\$55,461.51		
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$517,902.58		

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$203,343.13	(\$57,994.00)
Total approved this month	\$0.00	\$0.00
TOTALS	\$203,343.13	(\$57,994.00)
NET CHANGES	\$145,349.13	

PAYMENT APPLICATION

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Guettler Brothers Construction, LLC

By:  Ben Guettler Date: 11/29/2021

State of: FLORIDA

County of: ST. LUCIE

Subscribed and sworn to before

me this 29th day of November 2021

Notary Public: Liza Fernandez

My Commission Expires: 1-13-2024



ENGINEER'S CERTIFICATION

Engineer's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Engineer has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Engineer knows of no reason why payment should not be made.

CERTIFIED AMOUNT \$55,461.51

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

Engineer:

By: Date: 12/1/21

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

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PROJECT: 202400
 Becker Road West Extension
 APPLICATION #: 10
 DATE OF APPLICATION: 11/29/2021
 PERIOD THRU: 11/29/2021
 PROJECT #s: 202400

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
100	General Conditions									
100-01	Mobilization		\$25,647.00	\$25,647.00	\$0.00	\$0.00	\$0.00	\$25,647.00	\$0.00	\$2,564.70
100-02	\$25,647.00 PER LS Construction Layout/Record Drawings	1.00	\$41,975.00	\$39,876.25	\$0.00	\$0.00	\$0.00	\$39,876.25	\$2,098.75	\$3,987.63
	\$41,975.00 PER LS	1.00		0.95	0.00	0.00	0.00	0.95	0.05	
200	Erosion Control									
200-01	Silt Fence Staked		\$6,200.00	\$3,410.00	\$0.00	\$0.00	\$0.00	\$3,410.00	\$2,790.00	\$341.00
200-02	\$1.00 PER LF Turbidity Barrier	6,200.00		3,410.00	0.00	0.00	0.00	3,410.00	2,790.00	\$350.40
	\$14.60 PER LF	240.00		240.00	0.00	0.00	0.00	240.00	0.00	
200-03	Soil Tracking Prevention		\$4,690.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,690.00	\$0.00
200-04	\$2,345.00 PER EA Inlet Protection System	2.00		0.00	0.00	0.00	0.00	0.00	2.00	
	\$75.00 PER EA	9.00		0.00	0.00	0.00	0.00	0.00	9.00	\$0.00
200-05	RipRap, Rubble, F&I, Ditch Lining		\$34,587.00	\$34,587.00	\$0.00	\$0.00	\$0.00	\$34,587.00	\$0.00	\$3,458.70
200-06	\$85.40 PER TN Performance Turf, Sod	405.00		405.00	0.00	0.00	0.00	405.00	0.00	
	\$1.75 PER SY	46,600.00		15,057.00	5,913.00	\$10,347.75	\$0.00	\$36,697.50	\$44,852.50	\$3,669.75
	SUB-TOTALS		\$198,828.00	\$133,374.00	\$10,347.75	\$0.00	\$0.00	\$143,721.75	\$55,106.25	\$14,372.18

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

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PROJECT:	202400	APPLICATION #:	10
	Becker Road West Extension	DATE OF APPLICATION:	11/29/2021
		PERIOD THRU:	11/29/2021
		PROJECT #s:	202400

Payment Application containing Contractor's signature is attached.

A	B	C		D		E		F	G		H	I
		SCHEDULED AMOUNT	QTY	AMOUNT PREVIOUS PERIODS	COMPLETED WORK	AMOUNT THIS PERIOD			TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
300	Earthwork											
300-01	Standard Clearing & Grubbing	\$13,188.00		\$13,188.00		\$0.00		\$0.00	\$13,188.00	100%	\$0.00	\$1,318.80
300-02	\$1,256.00 PER AC Regular Excavation	\$12,566.00	10.50	\$12,566.00		\$0.00	0.00	\$0.00	\$12,566.00	100%	\$0.00	\$1,256.60
300-03	\$2.44 PER CY Embankment	\$20,610.00	5,150.00	\$20,610.00		\$0.00	0.00	\$0.00	\$20,610.00	100%	\$0.00	\$2,061.00
300-04	\$0.90 PER CY Borrow Excavation	\$28,625.00	22,900.00	\$28,625.00		\$0.00	0.00	\$0.00	\$28,625.00	100%	\$0.00	\$2,862.50
300-05	\$1.25 PER CY Clean and Reshape Ditch	\$42,840.00	22,900.00	\$42,840.00		\$0.00	0.00	\$0.00	\$42,840.00	100%	\$0.00	\$4,284.00
400	\$10.20 PER LF Roadway	\$4,200.00	4,200.00	\$4,200.00		\$0.00	0.00	\$0.00	\$4,200.00		\$0.00	
400-01	Stabilization	\$40,767.00		\$40,767.00		\$0.00		\$0.00	\$40,767.00	100%	\$0.00	\$4,076.70
400-02	\$3.21 PER SY Base, Optional, Limerock	\$163,830.00	12,700.00	\$163,830.00		\$0.00	0.00	\$0.00	\$163,830.00	100%	\$0.00	\$16,383.00
400-03	\$15.24 PER SY Superpave Asphaltic Concrete, Traffic C, SP 9.5 (30")	\$182,185.00	10,750.00	\$182,185.00		\$0.00	0.00	\$0.00	\$182,185.00	100%	\$0.00	\$18,218.50
	\$109.75 PER TN SUB-TOTALS	\$703,439.00	1,660.00	\$637,985.00		\$10,347.75	0.00	\$0.00	\$648,332.75	92%	\$55,106.25	\$64,833.28

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Quantum Software Solutions, Inc. Document

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PROJECT: 202400
 Becker Road West Extension
 APPLICATION #: 10
 DATE OF APPLICATION: 11/29/2021
 PERIOD THRU: 11/29/2021
 PROJECT #s: 202400

Payment Application containing Contractor's signature is attached.

A	B	C		D		E		F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)		
		QTY		\$ AMT	AMOUNT THIS PERIOD							
400-04	Asphaltic Concrete Friction Course, FC 12.5 (1.5")	\$116,688.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$116,688.60	\$0.00		
400-05	Curb Underdrain	810.00	0.00	0.00	\$0.00	0.00	\$57,994.00	100%	\$0.00	\$5,799.40		
400-06	Concrete Curb and Gutter (Type F)	\$21.40 PER LF	2,710.00	0.00	0.00	0.00	2,710.00	100%	\$0.00	\$3,464.50		
400-07	Concrete Sidewalk and Driveways (6")	\$13.00 PER LF	2,665.00	0.00	0.00	0.00	2,665.00	100%	\$0.00	\$8,920.80		
400-08	Stabilization Driveway for Temporary and FPL Access	\$37.17 PER SY	2,400.00	1,200.00	\$1,757.56	0.00	\$89,208.00	100%	\$0.00	\$175.76		
500	Signing &Marking	\$1,757.56 PER LS	1.00	0.00	1.00	0.00	1.00	100%	\$0.00			
500-01	Detectable Warnings											
500-02	Pavement Marking Removeable Tape, White Black, Skip	\$4,712.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0%	\$4,712.00	\$0.00		
500-03	Single Post Sign, F&I Ground Mount, up to 12 SF	\$2,356.00 PER EA	2.00	0.00	0.00	0.00	\$0.00	0%	2.00	\$0.00		
500-04	Retro-Reflective/ Raised Pavement Markers (Yellow/Yellow)	\$3,264.00	\$0.00	0.00	\$0.00	0.00	\$0.00	64%	\$3,264.00	\$592.20		
		\$10.20 PER LF	320.00	0.00	0.00	0.00	\$5,922.00	8.00	\$3,384.00	\$0.00		
		\$423.00 PER AS	22.00	14.00	0.00	0.00	14.00	0%	\$483.60	\$0.00		
		\$3.90 PER EA	124.00	0.00	0.00	0.00	0.00	124.00	\$0.00	\$83,785.94		
	SUB-TOTALS		\$1,021,497.76	\$781,150.00	\$56,709.31	\$0.00	\$837,859.31	82%	\$183,638.45			

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Quantum Software Solutions, Inc. Document

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PROJECT: 202400
 Becker Road West Extension
 APPLICATION #: 10
 DATE OF APPLICATION: 11/29/2021
 PERIOD THRU: 11/29/2021
 PROJECT #s: 202400

Payment Application containing Contractor's signature is attached.

A	B	C		D		E		F	G	H	I
ITEM #	WORK DESCRIPTION	QTY	SCHEDULED AMOUNT \$ AMT	COMPLETED WORK		AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
				AMOUNT PREVIOUS PERIODS							
500-05	Retro-Reflective/ Raised Pavement Markers (White/Red) \$4.00 PER EA	12.00	\$48.00	0.00	\$0.00	0.00	\$0.00	0.00	0%	\$48.00 12.00	\$0.00
500-06	Thermoplastic, Standard, White, Solid 6" \$5,746.00 PER GM	0.97	\$5,567.87	0.00	\$0.00	0.00	\$0.00	0.00	0%	\$5,567.87 0.97	\$0.00
500-07	Thermoplastic, Standard, White, Solid 8" \$5,746.00 PER LF	0.09	\$517.14	0.00	\$0.00	0.00	\$0.00	0.00	0%	\$517.14 0.09	\$0.00
500-08	Thermoplastic, Standard, White, Solid 12" \$2.72 PER LF	200.00	\$544.00	0.00	\$0.00	0.00	\$0.00	0.00	0%	\$544.00 200.00	\$0.00
500-09	Thermoplastic, Standard, White, Solid 24" \$3.54 PER LF	50.00	\$177.00	0.00	\$0.00	0.00	\$0.00	0.00	0%	\$177.00 50.00	\$0.00
500-10	Thermoplastic, Standard, White, Skip 6" (2'-4') \$5,746.00 PER GM	0.07	\$373.49	0.00	\$0.00	0.00	\$0.00	0.00	0%	\$373.49 0.07	\$0.00
500-11	Thermoplastic, Standard, Yellow, Solid 6" \$5,746.00 PER GM	0.02	\$114.92	0.00	\$0.00	0.00	\$0.00	0.00	0%	\$114.92 0.02	\$0.00
500-12	Thermoplastic, Standard, Yellow, Solid 18" \$2.70 PER LF	445.00	\$1,201.50	0.00	\$0.00	0.00	\$0.00	0.00	0%	\$1,201.50 445.00	\$0.00
500-13	Thermoplastic, Standard, Yellow, Skip 6" (10'-30') \$6,850.00 PER GM	0.33	\$2,239.95	0.00	\$0.00	0.00	\$0.00	0.00	0%	\$2,239.95 0.33	\$0.00
600	Drainage										
	SUB-TOTALS		\$1,032,281.63	\$781,150.00	\$56,709.31		\$0.00	\$837,859.31	81%	\$194,422.32	\$83,785.94

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

CONTINUATION PAGE

PROJECT: 202400
 Becker Road West Extension
 APPLICATION #: 10
 DATE OF APPLICATION: 11/29/2021
 PERIOD THRU: 11/29/2021
 PROJECT #s: 202400

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
600-01	Concrete Class II, Endwall		\$19,508.80	\$19,508.80	\$0.00	\$0.00	\$0.00	\$19,508.80	\$0.00	\$1,950.88
	\$712.00 PER CY	27.40		27.40	0.00	0.00	0.00	27.40	0.00	
600-02	Reinforcing Steel-Roadway		\$15,754.88	\$15,754.88	\$0.00	\$0.00	\$0.00	\$15,754.88	\$0.00	\$1,575.49
	\$9.56 PER LB	1,648.00		1,648.00	0.00	0.00	0.00	1,648.00	0.00	
600-03	Control Structure		\$12,546.00	\$12,546.00	\$0.00	\$0.00	\$0.00	\$12,546.00	\$0.00	\$1,254.60
	\$12,546.00 PER EA	1.00		1.00	0.00	0.00	0.00	1.00	0.00	
600-04	Inlet, Curb Type 5, (<10')		\$6,245.00	\$6,245.00	\$0.00	\$0.00	\$0.00	\$6,245.00	\$0.00	\$624.50
	\$6,245.00 PER EA	1.00		1.00	0.00	0.00	0.00	1.00	0.00	
600-05	Inlet (Curb Inlet Type J-6) (<10')		\$33,848.00	\$33,848.00	\$0.00	\$0.00	\$0.00	\$33,848.00	\$0.00	\$3,384.80
	\$8,462.00 PER EA	4.00		4.00	0.00	0.00	0.00	4.00	0.00	
600-06	Inlet (Ditch Bottom Type D), Bottom P (<10')		\$21,224.00	\$21,224.00	\$0.00	\$0.00	\$0.00	\$21,224.00	\$0.00	\$2,122.40
	\$5,306.00 PER EA	4.00		4.00	0.00	0.00	0.00	4.00	0.00	
600-07	Manhole, 5-7, <10'		\$18,285.00	\$18,285.00	\$0.00	\$0.00	\$0.00	\$18,285.00	\$0.00	\$1,828.50
	\$6,095.00 PER EA	3.00		3.00	0.00	0.00	0.00	3.00	0.00	
600-08	Straight Conc. Endwall for 60" Round Pipe		\$29,458.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,458.00	\$0.00
	\$29,458.00 PER EA	1.00		0.00	0.00	0.00	0.00	0.00	1.00	
600-09	Pipe Culvert, Optional Material, Round 18" S/CD		\$19,320.00	\$19,320.00	\$0.00	\$0.00	\$0.00	\$19,320.00	\$0.00	\$1,932.00
	\$42.00 PER LF	460.00		460.00	0.00	0.00	0.00	460.00	0.00	
600-10	Pipe Culvert, Optional Material, Round, 24" S/CD		\$60,140.00	\$60,140.00	\$0.00	\$0.00	\$0.00	\$60,140.00	\$0.00	\$6,014.00
	\$62.00 PER LF	970.00		970.00	0.00	0.00	0.00	970.00	0.00	
	SUB-TOTALS		\$1,268,611.31	\$988,021.68	\$56,709.31	\$0.00	\$0.00	\$1,044,730.99	\$223,880.32	\$104,473.11

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PROJECT: 202400
 Becker Road West Extension
 APPLICATION #: 10
 DATE OF APPLICATION: 11/29/2021
 PERIOD THRU: 11/29/2021
 PROJECT #s: 202400

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
600-11	Pipe Culvert, Optional Material, Round, 30" S/CD \$87.00 PER LF	600.00	\$52,200.00	\$52,200.00	\$0.00	\$0.00	\$0.00	\$52,200.00	\$0.00	\$5,220.00
600-12	Pipe Culvert, Optional Material, Round, 36" S/CD \$95.00 PER LF	260.00	\$24,700.00	\$24,700.00	\$0.00	\$0.00	\$0.00	\$24,700.00	\$0.00	\$2,470.00
600-13	Pipe Culvert, Optional Material, Round, 48" S/CD \$154.00 PER LF	60.00	\$9,240.00	\$9,240.00	\$0.00	\$0.00	\$0.00	\$9,240.00	\$0.00	\$924.00
600-14	Pipe Culvert, Optional Material, Round, 60" S/CD \$235.00 PER LF	500.00	\$117,500.00	\$117,500.00	\$0.00	\$0.00	\$0.00	\$117,500.00	\$0.00	\$11,750.00
700	Utilities									
700-01	Conduit- F&I, Open Trench 2" PVC (F/O) \$5.44 PER LF	2,850.00	\$15,504.00	\$15,504.00	\$0.00	\$0.00	\$0.00	\$15,504.00	\$0.00	\$1,550.40
700-02	Fiber Optic Cable- F&I 12" Strand FOC (Per COPS Util. Manual) \$9.56 PER LF	2,850.00	\$27,246.00	\$27,246.00	\$0.00	\$0.00	\$0.00	\$27,246.00	\$0.00	\$2,724.60
700-03	Pull & Splice Box, F&I, 13" x24"	3.00	\$4,935.00	\$4,935.00	\$0.00	\$0.00	\$0.00	\$4,935.00	\$0.00	\$493.50
700-04	6" PVC WM \$1,645.00 PER EA	35.00	\$731.50	\$731.50	\$0.00	\$0.00	\$0.00	\$731.50	\$0.00	\$73.15
700-05	8" PVC WM \$25.56 PER LF	150.00	\$3,834.00	\$3,834.00	\$0.00	\$0.00	\$0.00	\$3,834.00	\$0.00	\$383.40
	SUB-TOTALS		\$1,524,501.81	\$1,243,912.18	\$56,709.31	\$0.00	\$0.00	\$1,300,621.49	\$223,880.32	\$130,062.16

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PROJECT: 202400
 Becker Road West Extension
 APPLICATION #: 10
 DATE OF APPLICATION: 11/29/2021
 PERIOD THRU: 11/29/2021
 PROJECT #s: 202400

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
700-06	Utility Pipe- PVC F&I Water Main, 12"		\$105,875.00	\$105,875.00	\$0.00	\$0.00	\$0.00	\$105,875.00	\$0.00	\$10,587.50
	\$38.50 PER LF	2,750.00		2,750.00	0.00	0.00	0.00	2,750.00	0.00	
700-07	Utility Pipe- PVC F&I Forcemain, 12"		\$105,875.00	\$105,875.00	\$0.00	\$0.00	\$0.00	\$105,875.00	\$0.00	\$10,587.50
	\$38.50 PER LF	2,750.00		2,750.00	0.00	0.00	0.00	2,750.00	0.00	
700-08	Utility Pipe- PVC F&I Irrigation Main, 12"		\$105,875.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,875.00	\$0.00
	\$38.50 PER LF	2,750.00		0.00	0.00	0.00	0.00	0.00	2,750.00	
700-09	12" x6" Tee		\$2,548.00	\$2,548.00	\$0.00	\$0.00	\$0.00	\$2,548.00	\$0.00	\$254.80
	\$384.00 PER EA	7.00		7.00	0.00	0.00	0.00	7.00	0.00	
700-10	12" x8" Tee		\$419.00	\$419.00	\$0.00	\$0.00	\$0.00	\$419.00	\$0.00	\$41.90
	\$419.00 PER EA	1.00		1.00	0.00	0.00	0.00	1.00	0.00	
700-11	6" Gate Valve		\$11,347.00	\$11,347.00	\$0.00	\$0.00	\$0.00	\$11,347.00	\$0.00	\$1,134.70
	\$1,621.00 PER EA	7.00		7.00	0.00	0.00	0.00	7.00	0.00	
700-12	8" Gate Valve		\$2,312.00	\$2,312.00	\$0.00	\$0.00	\$0.00	\$2,312.00	\$0.00	\$231.20
	\$2,312.00 PER EA	1.00		1.00	0.00	0.00	0.00	1.00	0.00	
700-13	12" Gate Valve		\$51,422.00	\$51,422.00	\$0.00	\$0.00	\$0.00	\$51,422.00	\$0.00	\$5,142.20
	\$3,673.00 PER EA	14.00		14.00	0.00	0.00	0.00	14.00	0.00	
700-14	12" Plug & Blowoff		\$12,490.00	\$12,490.00	\$0.00	\$0.00	\$0.00	\$12,490.00	\$0.00	\$1,249.00
	\$6,245.00 PER EA	2.00		2.00	0.00	0.00	0.00	2.00	0.00	
700-15	Air Release Valve		\$35,532.00	\$35,532.00	\$0.00	\$0.00	\$0.00	\$35,532.00	\$0.00	\$3,553.20
	\$5,922.00 PER EA	6.00		6.00	0.00	0.00	0.00	6.00	0.00	
	SUB-TOTALS		\$1,958,196.81	\$1,571,732.18	\$56,709.31	\$0.00	\$0.00	\$1,628,441.49	\$329,755.32	\$162,844.16

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PROJECT: 202400 APPLICATION #: 10
 Becker Road West Extension DATE OF APPLICATION: 11/29/2021
 Payment Application containing Contractor's signature is attached. PERIOD THRU: 11/29/2021
 PROJECT #s: 202400

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD						
700-16	Fire Hydrant		\$29,910.00	\$29,910.00	\$0.00		\$0.00	\$29,910.00	100%	\$0.00	\$2,991.00
	\$4,985.00 PER EA	6.00		6.00	0.00		0.00	6.00		0.00	
700-17	Fittings		\$996.31	\$996.31	\$0.00		\$0.00	\$996.31	100%	\$0.00	\$99.63
	\$1,423.30 PER TN	0.70		0.70	0.00		0.00	0.70		0.00	
700-18	Sample Points		\$30,329.20	\$30,329.20	\$0.00		\$0.00	\$30,329.20	100%	\$0.00	\$3,032.92
	\$7,582.30 PER EA	4.00		4.00	0.00		0.00	4.00		0.00	
701	Change Order #1		\$50,952.08	\$50,952.08	\$0.00		\$0.00	\$50,952.08	100%	\$0.00	\$5,095.21
	\$50,952.08 PER SF	1.00		1.00	0.00		0.00	1.00		0.00	
702	Change Order #2		\$13,635.00	\$13,635.00	\$0.00		\$0.00	\$13,635.00	100%	\$0.00	\$1,363.50
	\$13,635.00 PER LS	1.00		1.00	0.00		0.00	1.00		0.00	
703	Change Order #3		\$4,270.00	\$4,270.00	\$0.00		\$0.00	\$4,270.00	100%	\$0.00	\$427.00
	\$4,270.00 PER LS	1.00		1.00	0.00		0.00	1.00		0.00	
704	Change Order #4		\$23,696.32	\$23,696.32	\$0.00		\$0.00	\$23,696.32	100%	\$0.00	\$2,369.63
	\$23,696.32 PER LS	1.00		1.00	0.00		0.00	1.00		0.00	
705	Change Order #5		\$13,447.50	\$13,447.50	\$0.00		\$0.00	\$13,447.50	100%	\$0.00	\$1,344.75
	\$13,447.50 PER LS	1.00		1.00	0.00		0.00	1.00		0.00	
706	Change Order #6		\$3,300.00	\$3,300.00	\$0.00		\$0.00	\$3,300.00	100%	\$0.00	\$330.00
	\$3,300.00 PER LS	1.00		1.00	0.00		0.00	1.00		0.00	
707	Curb Edge Drain 12"		(\$57,994.00)	(\$57,994.00)	\$0.00		\$0.00	(\$57,994.00)	100%	\$0.00	(\$5,799.40)
	\$21.40 PER LF	-2,710.00		-2,710.00	0.00		0.00	-2,710.00		0.00	
	SUB-TOTALS	\$2,070,739.22		\$1,684,274.59	\$56,709.31		\$0.00	\$1,740,983.90	84%	\$329,755.32	\$174,098.40

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PROJECT: 202400
Becker Road West Extension

PROJECT #s: 202400

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REQUISITION NO. 9

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5
SPECIAL ASSESSMENT BONDS, SERIES 2021
(COMMUNITY INFRASTRUCTURE)**

The undersigned, a Responsible Officer of Southern Grove Community Development District No. 5 (the “Issuer”) hereby submits the following requisition for disbursement from the 2021 Acquisition and Construction Account created under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the “Trustee”), dated December 17, 2014, as supplemented by that certain Seventh Supplemental Indenture, dated as of June 1, 2021 (collectively, the “Indenture”), (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture);

- (A) Requisition Number: **9**
- (B) Name of Payee: **Guettler Brothers Construction LLC**
- (C) Amount Payable: **\$146,278.73**

The undersigned hereby certifies that (check the applicable box in 1. below):

- 1. This requisition is for a Cost of the 2021 CI Project payable from the 2021 Acquisition and Construction Account **X**

OR

This requisition is for Working Capital Expenses payable from the 2021 Working Capital Subaccount in the 2021 Acquisition and Construction Account and the amount of Working Capital Expenses that are the subject of this requisition, together with all prior requisitions related to Working Capital Expenses does not exceed the Working Capital Amount _____

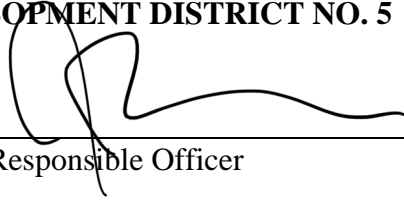
AND

- 2. Each disbursement set forth above is a proper charge against the 2021 Acquisition and Construction Account or 2021 Working Capital Subaccount therein, as applicable.

[Include if applicable]

Each disbursement set forth above is made as payment of a portion of the purchase price payable for the 2021 CI Project pursuant to a written acquisition agreement between the District and the other party named therein and the undersigned represents that such agreement has not been modified or amended and is in full force and effect on the date hereof.

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

By: 
Responsible Officer

Date: 12/21/2021

**[THE FOLLOWING IS NOT REQUIRED FOR REQUISITIONS RELATING TO
WORKING CAPITAL EXPENSES]**

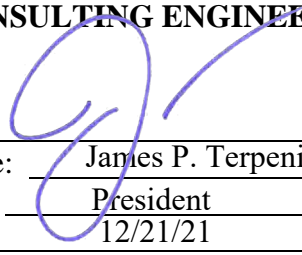
The undersigned, an authorized representative of the Consulting Engineer to the Issuer, hereby certifies that this disbursement is for a Cost of the 2021 CI Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2021 CI Project with respect to which such disbursement is being made; and (iii) the Engineer's Report as supplemented and amended through the date hereof.

The undersigned further certifies that (a) the improvements to be acquired with this disbursement will be (1) owned by the Issuer or another governmental entity and located on public property or within public rights of way or easements and (2) accessible by the general public and/or part of a public water management system; (b) the purchase price to be paid by the Issuer for the improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (c) the plans and specifications for the improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (d) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2021 CI Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (e) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2021 CI Project for which disbursement is made hereby, if acquisition is being made pursuant to an acquisition agreement.

[Include as applicable]

The undersigned certifies that the amount of this disbursement relating to the TIM Project, when aggregated with the amount of all prior disbursements of proceeds of the 2021 Bonds for the TIM Project, does not exceed the TIM Project Amount and that no disbursements have been made for the TIM Project from proceeds of any bonds or other obligations of the Issuer issued prior to the date of issuance of the 2021 Bonds.

[CONSULTING ENGINEER]

By: 
Name: James P. Terpening, Jr.
Title: President
Date: 12/21/21

PAYMENT APPLICATION

TO: Southern Grove Community Development District No.5
 10807 SW Tradition Square
 Port St. Lucie, FL 34987
 Attn: B. Frank Sakuma Jr.
FROM: Guettler Brothers Construction, LLC
 P. O. Box 12271
 Fort Pierce, FL 34979-2271
FOR: Becker Road West Ext

PROJECT NAME AND LOCATION: 202400 Becker Road West Extension
ARCHITECT:

APPLICATION # 12
PERIOD THRU: 12/20/2021
PROJECT #s: 202400
DATE OF CONTRACT: 11/23/2020
Distribution to: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached.

1. CONTRACT AMOUNT	\$2,019,432.32
2. SUM OF ALL CHANGE ORDERS	(\$98,618.92)
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$1,920,813.40
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$1,920,813.40
5. RETAINAGE:	
a. of Completed Work (Columns D + E on Continuation Page)	
b. of Material Stored (Column F on Continuation Page)	
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$127,655.80
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$1,793,157.60
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$1,728,732.06
8. PAYMENT DUE	\$64,425.54
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$127,655.80

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$203,343.13	(\$301,962.05)
Total approved this month	\$0.00	\$0.00
TOTALS	\$203,343.13	(\$301,962.05)
NET CHANGES	(\$98,618.92)	

PAYMENT APPLICATION

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Guettler Brothers Construction, LLC

By:  Ben Guettler Date: 12/20/2021

State of: FLORIDA

County of: ST. LUCIE

Subscribed and sworn to before

me this 21st day of December 2021

Notary Public:  Liza Fernandez

My Commission Expires:



ENGINEER'S CERTIFICATION

Engineer's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Engineer has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Engineer knows of no reason why payment should not be made.

CERTIFIED AMOUNT \$64,425.54

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

Engineer:

By: _____ Date: 12/21/21

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

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PROJECT: 202400
 Becker Road West Extension
 APPLICATION #: 12
 DATE OF APPLICATION: 12/20/2021
 PERIOD THRU: 12/20/2021
 PROJECT #s: 202400

Payment Application containing Contractor's signature is attached.

A	B	C		D		E		F	G	% COMP (G / C)	H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT		COMPLETED WORK		AMOUNT		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)		BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	THIS PERIOD							
100	General Conditions											
100-01	Mobilization		\$25,647.00	\$25,647.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,647.00	100%	\$0.00	\$1,282.35
100-02	\$25,647.00 PER LS Construction Layout/Record Drawings	1.00	\$41,975.00	\$41,975.00	\$0.00	\$0.00	\$0.00	\$0.00	1.00 \$41,975.00	100%	\$0.00	\$2,098.75
200	\$41,975.00 PER LS Erosion Control	1.00		1.00	0.00	0.00	0.00	0.00	1.00		0.00	
200-01	Silt Fence Staked		\$6,200.00	\$6,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,200.00	100%	\$0.00	\$620.00
200-02	\$1.00 PER LF Turbidity Barrier	6,200.00	\$3,504.00	6,200.00	0.00	\$0.00	\$0.00	0.00	6,200.00 \$3,504.00	100%	0.00	\$350.40
200-03	\$14.60 PER LF Soil Tracking Prevention	240.00	\$4,690.00	240.00	0.00	\$0.00	\$0.00	0.00	240.00 \$4,690.00	100%	0.00	\$469.00
200-04	\$2,345.00 PER EA Inlet Protection System	2.00	\$675.00	2.00	0.00	\$0.00	\$0.00	0.00	2.00 \$675.00	100%	0.00	\$67.50
200-05	\$75.00 PER EA RipRap, Rubble, F&I, Ditch Lining	9.00	\$34,587.00	9.00	0.00	\$0.00	\$0.00	0.00	9.00 \$34,587.00	100%	0.00	\$3,458.70
200-06	\$85.40 PER TN Performance Turf, Sod	405.00	\$81,550.00	405.00	0.00	\$0.00	\$0.00	0.00	405.00 \$81,550.00	100%	0.00	\$8,155.00
	\$1.75 PER SY SUB-TOTALS	46,600.00	\$198,828.00	46,600.00	0.00	\$0.00	\$0.00	0.00	46,600.00 \$198,828.00	100%	\$0.00	\$16,501.70

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PROJECT:	202400	APPLICATION #:	12
	Becker Road West Extension	DATE OF APPLICATION:	12/20/2021
		PERIOD THRU:	12/20/2021
		PROJECT #s:	202400

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD				
300	Earthwork								
300-01	Standard Clearing & Grubbing		\$13,188.00	\$13,188.00	\$0.00	\$0.00	\$13,188.00	\$0.00	\$1,318.80
	\$1,256.00 PER AC	10.50		10.50	0.00	0.00	10.50	0.00	
300-02	Regular Excavation		\$12,566.00	\$12,566.00	\$0.00	\$0.00	\$12,566.00	\$0.00	\$1,256.60
	\$2.44 PER CY	5,150.00		5,150.00	0.00	0.00	5,150.00	0.00	
300-03	Embankment		\$20,610.00	\$20,610.00	\$0.00	\$0.00	\$20,610.00	\$0.00	\$2,061.00
	\$0.90 PER CY	22,900.00		22,900.00	0.00	0.00	22,900.00	0.00	
300-04	Borrow Excavation		\$28,625.00	\$28,625.00	\$0.00	\$0.00	\$28,625.00	\$0.00	\$2,862.50
	\$1.25 PER CY	22,900.00		22,900.00	0.00	0.00	22,900.00	0.00	
300-05	Clean and Reshape Ditch		\$42,840.00	\$42,840.00	\$0.00	\$0.00	\$42,840.00	\$0.00	\$4,284.00
	\$10.20 PER LF	4,200.00		4,200.00	0.00	0.00	4,200.00	0.00	
400	Roadway								
400-01	Stabilization		\$40,767.00	\$40,767.00	\$0.00	\$0.00	\$40,767.00	\$0.00	\$4,076.70
	\$3.21 PER SY	12,700.00		12,700.00	0.00	0.00	12,700.00	0.00	
400-02	Base, Optional, Limerock		\$163,830.00	\$163,830.00	\$0.00	\$0.00	\$163,830.00	\$0.00	\$16,383.00
	\$15.24 PER SY	10,750.00		10,750.00	0.00	0.00	10,750.00	0.00	
400-03	Superpave Asphaltic Concrete, Traffic C, SP 9.5 (30")		\$182,185.00	\$182,185.00	\$0.00	\$0.00	\$182,185.00	\$0.00	\$18,218.50
	\$109.75 PER TN	1,660.00		1,660.00	0.00	0.00	1,660.00	0.00	
	SUB-TOTALS		\$703,439.00	\$703,439.00	\$0.00	\$0.00	\$703,439.00	\$0.00	\$66,962.80

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PROJECT: 202400 Becker Road West Extension
 APPLICATION #: 12
 DATE OF APPLICATION: 12/20/2021
 PERIOD THRU: 12/20/2021
 PROJECT #s: 202400

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS							
400-04	Asphaltic Concrete Friction Course, FC 12.5 (1.5")		\$116,688.60	\$116,688.60		\$0.00	\$0.00	\$116,688.60	100%	\$0.00	\$11,668.86
	\$144.06 PER TN	810.00		810.00		0.00	0.00	810.00		0.00	
400-05	Curb Underdrain		\$57,994.00	\$57,994.00		\$0.00	\$0.00	\$57,994.00	100%	\$0.00	\$5,799.40
	\$21.40 PER LF	2,710.00		2,710.00		0.00	0.00	2,710.00		0.00	
400-06	Concrete Curb and Gutter (Type F)		\$34,645.00	\$34,645.00		\$0.00	\$0.00	\$34,645.00	100%	\$0.00	\$3,464.50
	\$13.00 PER LF	2,665.00		2,665.00		0.00	0.00	2,665.00		0.00	
400-07	Concrete Sidewalk and Driveways (6")		\$89,208.00	\$89,208.00		\$0.00	\$0.00	\$89,208.00	100%	\$0.00	\$8,920.80
	\$37.17 PER SY	2,400.00		2,400.00		0.00	0.00	2,400.00		0.00	
400-08	Stabilization Driveway for Temporary and FPL Access		\$1,757.56	\$1,757.56		\$0.00	\$0.00	\$1,757.56	100%	\$0.00	\$175.76
	\$1,757.56 PER LS	1.00		1.00		0.00	0.00	1.00		0.00	
500	Signing & Marking										
500-01	Detectable Warnings		\$4,712.00	\$4,712.00		\$0.00	\$0.00	\$4,712.00	100%	\$0.00	\$471.20
	\$2,356.00 PER EA	2.00		2.00		0.00	0.00	2.00		0.00	
500-02	Pavement Marking Removeable Tape, White Black, Skip		\$3,264.00	\$3,264.00		\$0.00	\$0.00	\$3,264.00	100%	\$0.00	\$326.40
	\$10.20 PER LF	320.00		320.00		0.00	0.00	320.00		0.00	
500-03	Single Post Sign, F&I Ground Mount, up to 12 SF		\$9,306.00	\$9,306.00		\$0.00	\$0.00	\$9,306.00	100%	\$0.00	\$930.60
	\$423.00 PER AS	22.00		22.00		0.00	0.00	22.00		0.00	
500-04	Retro-Reflective/ Raised Pavement Markers (Yellow/Yellow)		\$483.60	\$483.60		\$0.00	\$0.00	\$483.60	100%	\$0.00	\$48.36
	\$3.90 PER EA	124.00		124.00		0.00	0.00	124.00		0.00	
	SUB-TOTALS		\$1,021,497.76	\$1,021,497.76		\$0.00	\$0.00	\$1,021,497.76	100%	\$0.00	\$98,768.68

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Payment Application containing Contractor's signature is attached.	PROJECT: 202400 Becker Road West Extension	APPLICATION #: 12 12/20/2021 12/20/2021 12/20/2021 202400
	DATE OF APPLICATION: 12/20/2021	PERIOD THRU: 12/20/2021
	PROJECT #s: 202400	

A	B	C		D		E		F	G	H	I
		SCHEDULED AMOUNT	QTY	AMOUNT PREVIOUS PERIODS	COMPLETED WORK	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)				
500-05	Retro-Reflective/ Raised Pavement Markers (White/Red) \$4.00 PER EA	\$48.00	12.00	\$48.00	0.00	\$0.00	\$0.00	0.00	\$48.00	100%	\$4.80
500-06	Thermoplastic, Standard, White, Solid 6"	\$5,567.87	0.97	\$5,567.87	0.00	\$0.00	\$0.00	0.00	\$5,567.87	100%	\$556.79
500-07	Thermoplastic, Standard, White, Solid 8"	\$517.14	0.09	\$517.14	0.00	\$0.00	\$0.00	0.00	\$517.14	100%	\$51.71
500-08	Thermoplastic, Standard, White, Solid 12"	\$544.00	200.00	\$544.00	0.00	\$0.00	\$0.00	0.00	\$544.00	100%	\$54.40
500-09	Thermoplastic, Standard, White, Solid 24"	\$177.00	50.00	\$177.00	0.00	\$0.00	\$0.00	0.00	\$177.00	100%	\$17.70
500-10	Thermoplastic, Standard, White, Skip 6" (2'-4")	\$373.49	0.07	\$373.49	0.00	\$0.00	\$0.00	0.00	\$373.49	100%	\$37.35
500-11	Thermoplastic, Standard, Yellow, Solid 6"	\$114.92	0.02	\$114.92	0.00	\$0.00	\$0.00	0.00	\$114.92	100%	\$11.49
500-12	Thermoplastic, Standard, Yellow, Solid 18"	\$1,201.50	445.00	\$1,201.50	0.00	\$0.00	\$0.00	0.00	\$1,201.50	100%	\$120.15
500-13	Thermoplastic, Standard, Yellow, Skip 6" (10'-30")	\$2,239.95	0.33	\$2,239.95	0.00	\$0.00	\$0.00	0.00	\$2,239.95	100%	\$224.00
600	Drainage										
	SUB-TOTALS	\$1,032,281.63		\$1,032,281.63	\$0.00	\$0.00	\$0.00	\$0.00	\$1,032,281.63	100%	\$99,847.07

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PROJECT: 202400
 Becker Road West Extension
 APPLICATION #: 12
 DATE OF APPLICATION: 12/20/2021
 PERIOD THRU: 12/20/2021
 PROJECT #s: 202400

Payment Application containing Contractor's signature is attached.

A	B	C		D		E		F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT		COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)		
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD							
600-01	Concrete Class II, Endwall		\$19,508.80	\$19,508.80	\$0.00	\$0.00	100%	\$19,508.80	\$0.00	\$1,950.88		
600-02	\$712.00 PER CY	27.40		27.40	0.00	0.00		27.40	0.00			
	Reinforcing Steel- Roadway		\$15,754.88	\$15,754.88	\$0.00	\$0.00	100%	\$15,754.88	\$0.00	\$1,575.49		
600-03	\$9.56 PER LB	1,648.00		1,648.00	0.00	0.00		1,648.00	0.00			
	Control Sturcture		\$12,546.00	\$12,546.00	\$0.00	\$0.00	100%	\$12,546.00	\$0.00	\$1,254.60		
600-04	\$12,546.00 PER EA	1.00		1.00	0.00	0.00		1.00	0.00			
	Inlet, Curb Type 5, (<10')		\$6,245.00	\$6,245.00	\$0.00	\$0.00	100%	\$6,245.00	\$0.00	\$624.50		
600-05	\$6,245.00 PER EA	1.00		1.00	0.00	0.00		1.00	0.00			
	Inlet (Curb Inlet Type J-6) (<10')		\$33,848.00	\$33,848.00	\$0.00	\$0.00	100%	\$33,848.00	\$0.00	\$3,384.80		
600-06	\$8,462.00 PER EA	4.00		4.00	0.00	0.00		4.00	0.00			
	Inlet (Ditch Bottom Type D), Bottom P (<10')		\$21,224.00	\$21,224.00	\$0.00	\$0.00	100%	\$21,224.00	\$0.00	\$2,122.40		
600-07	\$5,306.00 PER EA	4.00		4.00	0.00	0.00		4.00	0.00			
	Manhole, 5-7, <10'		\$18,285.00	\$18,285.00	\$0.00	\$0.00	100%	\$18,285.00	\$0.00	\$1,828.50		
600-08	\$6,095.00 PER EA	3.00		3.00	0.00	0.00		3.00	0.00			
	Straight Conc. Endwall for 60" Round Pipe		\$29,458.00	\$29,458.00	\$0.00	\$0.00	100%	\$29,458.00	\$0.00	\$2,945.80		
600-09	\$29,458.00 PER EA	1.00		1.00	0.00	0.00		1.00	0.00			
	Pipe Culvert, Optional Material, Round 18" S/C/D		\$19,320.00	\$19,320.00	\$0.00	\$0.00	100%	\$19,320.00	\$0.00	\$1,932.00		
600-10	\$42.00 PER LF	460.00		460.00	0.00	0.00		460.00	0.00			
	Pipe Culvert, Optional Material, Round, 24" S/C/D		\$60,140.00	\$60,140.00	\$0.00	\$0.00	100%	\$60,140.00	\$0.00	\$6,014.00		
	\$62.00 PER LF	970.00		970.00	0.00	0.00		970.00	0.00			
	SUB-TOTALS		\$1,268,611.31	\$1,268,611.31	\$0.00	\$0.00	100%	\$1,268,611.31	\$0.00	\$123,480.04		

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PROJECT: 202400
 Becker Road West Extension
 APPLICATION #: 12
 DATE OF APPLICATION: 12/20/2021
 PERIOD THRU: 12/20/2021
 PROJECT #s: 202400

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD				
600-11	Pipe Culvert, Optional Material, Round, 30" S/CD		\$52,200.00	\$52,200.00	\$0.00	\$0.00	\$52,200.00	\$0.00	\$5,220.00
	\$87.00 PER LF	600.00		600.00	0.00	0.00	600.00	0.00	
600-12	Pipe Culvert, Optional Material, Round, 36" S/CD		\$24,700.00	\$24,700.00	\$0.00	\$0.00	\$24,700.00	\$0.00	\$2,470.00
	\$95.00 PER LF	260.00		260.00	0.00	0.00	260.00	0.00	
600-13	Pipe Culvert, Optional Material, Round, 48" S/CD		\$9,240.00	\$9,240.00	\$0.00	\$0.00	\$9,240.00	\$0.00	\$924.00
	\$154.00 PER LF	60.00		60.00	0.00	0.00	60.00	0.00	
600-14	Pipe Culvert, Optional Material, Round, 60" S/CD		\$117,500.00	\$117,500.00	\$0.00	\$0.00	\$117,500.00	\$0.00	\$11,750.00
	\$235.00 PER LF	500.00		500.00	0.00	0.00	500.00	0.00	
700	Utilities								
700-01	Conduit- F&I, Open Trench 2" PVC (F/O)		\$15,504.00	\$15,504.00	\$0.00	\$0.00	\$15,504.00	\$0.00	\$0.00
	\$5.44 PER LF	2,850.00		2,850.00	0.00	0.00	2,850.00	0.00	
700-02	Fiber Optic Cable- F&I 12" Strand FOC (Per COPSL Util. Manual		\$27,246.00	\$27,246.00	\$0.00	\$0.00	\$27,246.00	\$0.00	\$0.00
	\$9.56 PER LF	2,850.00		2,850.00	0.00	0.00	2,850.00	0.00	
700-03	Pull & Splice Box, F&I, 13" x24"		\$4,935.00	\$4,935.00	\$0.00	\$0.00	\$4,935.00	\$0.00	\$0.00
	\$1,645.00 PER EA	3.00		3.00	0.00	0.00	3.00	0.00	
700-04	6" PVC WM		\$731.50	\$731.50	\$0.00	\$0.00	\$731.50	\$0.00	\$0.00
	\$20.90 PER LF	35.00		35.00	0.00	0.00	35.00	0.00	
700-05	8" PVC WM		\$3,834.00	\$3,834.00	\$0.00	\$0.00	\$3,834.00	\$0.00	\$0.00
	\$25.56 PER LF	150.00		150.00	0.00	0.00	150.00	0.00	
	SUB-TOTALS		\$1,524,501.81	\$1,524,501.81	\$0.00	\$0.00	\$1,524,501.81	\$0.00	\$143,844.04

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PROJECT: 202400
 Becker Road West Extension
 APPLICATION #: 12
 DATE OF APPLICATION: 12/20/2021
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 PROJECT #s: 202400

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A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
700-06	Utility Pipe- PVC F&I Water Main, 12"		\$105,875.00	\$105,875.00	\$0.00	\$0.00	\$0.00	\$105,875.00	\$0.00	\$0.00
700-07	Utility Pipe- PVC F&I Forcemain, 12"	2,750.00	\$38.50 PER LF	2,750.00	0.00	\$0.00	0.00	2,750.00	0.00	\$0.00
700-08	Utility Pipe- PVC F&I Irrigation Main, 12"	2,750.00	\$38.50 PER LF	2,750.00	0.00	\$0.00	0.00	2,750.00	0.00	\$0.00
700-09	12" x6" Tee	2,750.00	\$38.50 PER LF	2,750.00	0.00	\$0.00	0.00	2,750.00	0.00	\$0.00
700-10	12" x8" Tee	7.00	\$364.00 PER EA	7.00	0.00	\$0.00	0.00	7.00	0.00	\$0.00
700-11	6" Gate Valve	1.00	\$419.00 PER EA	1.00	0.00	\$0.00	0.00	1.00	0.00	\$0.00
700-12	8" Gate Valve	7.00	\$1,621.00 PER EA	7.00	0.00	\$0.00	0.00	7.00	0.00	\$0.00
700-13	12" Gate Valve	1.00	\$2,312.00 PER EA	1.00	0.00	\$0.00	0.00	1.00	0.00	\$0.00
700-14	12" Plug & Blowoff	14.00	\$3,673.00 PER EA	14.00	0.00	\$0.00	0.00	14.00	0.00	\$0.00
700-15	Air Release Valve	2.00	\$6,245.00 PER EA	2.00	0.00	\$0.00	0.00	2.00	0.00	\$0.00
	SUB-TOTALS	6.00	\$5,922.00 PER EA	6.00	0.00	\$0.00	0.00	6.00	0.00	\$0.00
				\$1,958,196.81	\$0.00	\$0.00	\$0.00	\$1,958,196.81	\$0.00	\$143,844.04

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PROJECT: 202400 Becker Road West Extension
 APPLICATION #: 12
 DATE OF APPLICATION: 12/20/2021
 PERIOD THRU: 12/20/2021
 PROJECT #s: 202400

Payment Application containing Contractor's signature is attached.

A	B	C		D		E		F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	QTY	\$ AMT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)	
					AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD						
700-16	Fire Hydrant	\$29,910.00			\$29,910.00	\$0.00	\$0.00	\$29,910.00	100%	\$0.00	\$0.00	
700-17	\$4,985.00 PER EA	6.00			6.00	0.00	0.00	6.00		0.00		
	Fittings	\$996.31			\$996.31	\$0.00	\$0.00	\$996.31	100%	\$0.00	\$0.00	
700-18	\$1,423.30 PER TN	0.70			0.70	0.00	0.00	0.70		0.00		
	Sample Points	\$30,329.20			\$30,329.20	\$0.00	\$0.00	\$30,329.20	100%	\$0.00	\$0.00	
701	\$7,582.30 PER EA	4.00			4.00	0.00	0.00	4.00		0.00		
	Change Order #1	\$50,952.08			\$50,952.08	\$0.00	\$0.00	\$50,952.08	100%	\$0.00	\$5,095.21	
702	\$50,952.08 PER SF	1.00			1.00	0.00	0.00	1.00		0.00		
	Change Order #2	\$13,635.00			\$13,635.00	\$0.00	\$0.00	\$13,635.00	100%	\$0.00	\$0.00	
703	\$13,635.00 PER LS	1.00			1.00	0.00	0.00	1.00		0.00		
	Change Order #3	\$4,270.00			\$4,270.00	\$0.00	\$0.00	\$4,270.00	100%	\$0.00	\$0.00	
704	\$4,270.00 PER LS	1.00			1.00	0.00	0.00	1.00		0.00		
	Change Order #4	\$23,696.32			\$23,696.32	\$0.00	\$0.00	\$23,696.32	100%	\$0.00	\$0.00	
705	\$23,696.32 PER LS	1.00			1.00	0.00	0.00	1.00		0.00		
	Change Order #5	\$13,447.50			\$13,447.50	\$0.00	\$0.00	\$13,447.50	100%	\$0.00	\$0.00	
706	\$13,447.50 PER LS	1.00			1.00	0.00	0.00	1.00		0.00		
	Change Order #6	\$3,300.00			\$3,300.00	\$0.00	\$0.00	\$3,300.00	100%	\$0.00	\$0.00	
707	\$3,300.00 PER LS	1.00			1.00	0.00	0.00	1.00		0.00		
	Curb Edge Drain 12"	(\$57,994.00)			(\$57,994.00)	\$0.00	\$0.00	(\$57,994.00)	100%	\$0.00	(\$5,799.40)	
	\$21.40 PER LF	-2,710.00			-2,710.00	0.00	0.00	-2,710.00		0.00		
	SUB-TOTALS	\$2,070,739.22			\$2,070,739.22	\$0.00	\$0.00	\$2,070,739.22	100%	\$0.00	\$143,139.85	

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APPLICATION #:	12
F APPLICATION:	12/20/2021
PERIOD THRU:	12/20/2021
PROJECT #s:	202400

PROJECT:	202400 Becker Road West Extension
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A	B	C		D		E		F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT		COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)		
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD							
708	Curb Edge Drain 18"		\$75,690.30	\$75,690.30	\$0.00	\$0.00	\$75,690.30	100%	\$0.00	\$7,569.03		
709	\$27.93 PER LF	2,710.00		2,710.00	0.00	0.00	2,710.00	100%	0.00			
	Select Sand		\$13,437.34	\$13,437.34	\$0.00	\$0.00	\$13,437.34	100%	\$0.00	\$1,343.73		
710	\$22.13 PER Tons	607.20		607.20	0.00	0.00	607.20	100%	0.00			
	Fiber Change		\$4,914.59	\$4,914.59	\$0.00	\$0.00	\$4,914.59	100%	\$0.00	\$0.00		
711	\$4,914.59 PER LS	1.00		1.00	0.00	0.00	1.00	100%	0.00			
	S-2 Modification		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100%	\$0.00	\$0.00		
712	\$0.00 PER LS	0.00		0.00	0.00	0.00	0.00	100%	0.00			
	Change Order # 9		(\$243,968.05)	(\$243,968.05)	\$0.00	\$0.00	(\$243,968.05)	100%	\$0.00	#####		
	\$0.00 PER	0.00		0.00	0.00	0.00	0.00	100%	0.00			

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

PAYMENT APPLICATION

TO: Southern Grove Community Development District No.5
10807 SW Tradition Square
Port St. Lucie, FL 34987
Attn: B. Frank Sakuma Jr.
Guettler Brothers Construction, LLC
P. O. Box 12271
Fort Pierce, FL 34979-2271
Becker Road West Ext

PROJECT NAME AND LOCATION: 202400 Becker Road West Extension

ARCHITECT: 11

APPLICATION # 11

PERIOD THRU: 12/20/2021

PROJECT #: 202400

DATE OF CONTRACT: 11/23/2020

Distribution to: OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached.

1. CONTRACT AMOUNT	\$2,019,432.32
2. SUM OF ALL CHANGE ORDERS	(\$98,618.92)
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$1,920,813.40
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$1,920,813.40
5. RETAINAGE:	
a. 10.00% of Completed Work (Columns D + E on Continuation Page)	\$192,081.34
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$192,081.34
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$1,728,732.06
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$1,646,878.87
8. PAYMENT DUE	\$81,853.19
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$192,081.34

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$203,343.13	(\$57,994.00)
Total approved this month	\$0.00	(\$243,968.05)
TOTALS	\$203,343.13	(\$301,962.05)
NET CHANGES	(\$98,618.92)	

PAYMENT APPLICATION

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Guettler Brothers Construction, LLC

By: 
Ben Guettler

State of: FLORIDA

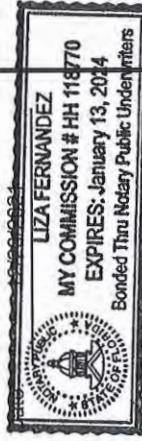
County of: ST. LUCIE

Subscribed and sworn to before

me this 21st day of December 2021

Notary Public: 
Liza Fernandez

My Commission Expires:



ENGINEER'S CERTIFICATION

Engineer's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Engineer has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Engineer knows of no reason why payment should not be made.

\$81,853.10

CERTIFIED AMOUNT

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

Engineer:

By:

12/21/21

Date:

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

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PROJECT: 202400 Becker Road West Extension
 APPLICATION #: 11
 DATE OF APPLICATION: 12/20/2021
 PERIOD THRU: 12/20/2021
 PROJECT #s: 202400

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD				
100	General Conditions								
100-01	Mobilization		\$25,647.00	\$25,647.00	\$0.00	\$0.00	\$25,647.00	\$0.00	\$2,564.70
	\$25,647.00 PER LS	1.00		1.00	0.00	0.00	1.00	0.00	
100-02	Construction Layout/Record Drawings		\$41,975.00	\$39,876.25	\$2,098.75	\$0.00	\$41,975.00	\$0.00	\$4,197.50
	\$41,975.00 PER LS	1.00		0.95	0.05	0.00	1.00	0.00	
200	Erosion Control								
200-01	Silt Fence Staked		\$6,200.00	\$3,410.00	\$2,790.00	\$0.00	\$6,200.00	\$0.00	\$620.00
	\$1.00 PER LF	6,200.00		3,410.00	2,790.00	0.00	6,200.00	0.00	
200-02	Turbidity Barrier		\$3,504.00	\$3,504.00	\$0.00	\$0.00	\$3,504.00	\$0.00	\$350.40
	\$14.60 PER LF	240.00		240.00	0.00	0.00	240.00	0.00	
200-03	Soil Tracking Prevention		\$4,690.00	\$0.00	\$4,690.00	\$0.00	\$4,690.00	\$0.00	\$469.00
	\$2,345.00 PER EA	2.00		0.00	2.00	0.00	2.00	0.00	
200-04	Inlet Protection System		\$675.00	\$0.00	\$675.00	\$0.00	\$675.00	\$0.00	\$67.50
	\$75.00 PER EA	9.00		0.00	9.00	0.00	9.00	0.00	
200-05	RipRap, Rubble, F&I, Ditch Lining		\$34,587.00	\$34,587.00	\$0.00	\$0.00	\$34,587.00	\$0.00	\$3,458.70
	\$85.40 PER TN	405.00		405.00	0.00	0.00	405.00	0.00	
200-06	Performance Turf, Sod		\$81,550.00	\$36,697.50	\$44,852.50	\$0.00	\$81,550.00	\$0.00	\$8,155.00
	\$1.75 PER SY	46,600.00		20,970.00	25,630.00	0.00	46,600.00	0.00	
	SUB-TOTALS		\$198,828.00	\$143,721.75	\$55,106.25	\$0.00	\$198,828.00	\$0.00	\$19,882.80

Quantum Software Solutions, Inc. Document

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PROJECT: 202400
 Becker Road West Extension
 APPLICATION #: 11
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 PROJECT #s: 202400

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A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS						
300	Earthwork									
300-01	Standard Cleaning & Grubbing		\$13,188.00	\$13,188.00		\$0.00	\$0.00	\$13,188.00	\$0.00	\$1,318.80
	\$1,256.00 PER AC	10.50		10.50	0.00	0.00	0.00	10.50	0.00	
300-02	Regular Excavation		\$12,566.00	\$12,566.00		\$0.00	\$0.00	\$12,566.00	\$0.00	\$1,256.60
	\$2.44 PER CY	5,150.00		5,150.00	0.00	0.00	0.00	5,150.00	0.00	
300-03	Embankment		\$20,610.00	\$20,610.00		\$0.00	\$0.00	\$20,610.00	\$0.00	\$2,061.00
	\$0.90 PER CY	22,900.00		22,900.00	0.00	0.00	0.00	22,900.00	0.00	
300-04	Borrow Excavation		\$28,625.00	\$28,625.00		\$0.00	\$0.00	\$28,625.00	\$0.00	\$2,862.50
	\$1.25 PER CY	22,900.00		22,900.00	0.00	0.00	0.00	22,900.00	0.00	
300-05	Clean and Reshape Ditch		\$42,840.00	\$42,840.00		\$0.00	\$0.00	\$42,840.00	\$0.00	\$4,284.00
	\$10.20 PER LF	4,200.00		4,200.00	0.00	0.00	0.00	4,200.00	0.00	
400	Roadway									
400-01	Stabilization		\$40,767.00	\$40,767.00		\$0.00	\$0.00	\$40,767.00	\$0.00	\$4,076.70
	\$3.21 PER SY	12,700.00		12,700.00	0.00	0.00	0.00	12,700.00	0.00	
400-02	Base, Optional, Limerock		\$163,830.00	\$163,830.00		\$0.00	\$0.00	\$163,830.00	\$0.00	\$16,383.00
	\$15.24 PER SY	10,750.00		10,750.00	0.00	0.00	0.00	10,750.00	0.00	
400-03	Superpave Asphaltic Concrete, Traffic C, SP 9.5 (30")		\$182,185.00	\$182,185.00		\$0.00	\$0.00	\$182,185.00	\$0.00	\$18,218.50
	\$109.75 PER TN	1,660.00		1,660.00	0.00	0.00	0.00	1,660.00	0.00	
	SUB-TOTALS		\$703,439.00	\$648,332.75		\$55,106.25	\$0.00	\$703,439.00	\$0.00	\$70,343.90

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Quantum Software Solutions, Inc. Document

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PROJECT: 202400 Becker Road West Extension
 APPLICATION #: 11
 DATE OF APPLICATION: 12/20/2021
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A	B	C		D		E		F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT		COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	% COMP (G / C)	TOTAL COMPLETED AND STORED (D + E + F)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)		
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD							
400-04	Asphaltic Concrete Friction Course, FC 12.5 (1.5")		\$116,688.60	\$0.00	\$116,688.60	\$0.00	100%	\$116,688.60	\$0.00	\$11,668.86		
400-05	Curb Underdrain	810.00	\$144.06 PER TN	0.00	810.00	0.00	100%	810.00	0.00	\$5,799.40		
			\$57,994.00	\$57,994.00	\$0.00		\$0.00	\$57,994.00	\$0.00			
400-06	Concrete Curb and Gutter (Type F)	2,710.00	\$21.40 PER LF	2,710.00	0.00	0.00		2,710.00	0.00			
400-07	Concrete Sidewalk and Driveways (6")	2,665.00	\$13.00 PER LF	2,665.00	0.00	0.00	100%	\$34,645.00	\$0.00	\$3,464.50		
			\$89,208.00	\$89,208.00	\$0.00		\$0.00	\$89,208.00	\$0.00			
400-08	Stabilization Driveway for Temporary and FPL Access	2,400.00	\$37.17 PER SY	2,400.00	0.00	0.00	100%	2,400.00	0.00	\$8,920.80		
			\$1,757.56 PER LS	\$1,757.56	\$0.00		\$0.00	\$1,757.56	\$0.00			
500	Signing &Marking	1.00		1.00	0.00	0.00		1.00	0.00	\$175.76		
500-01	Detectable Warnings		\$4,712.00	\$0.00	\$4,712.00	\$0.00	100%	\$4,712.00	\$0.00	\$471.20		
500-02	Pavement Marking Removeable Tape, White Black, Skip	2.00	\$2,356.00 PER EA	0.00	2.00	0.00	100%	2.00	0.00	\$326.40		
			\$3,264.00	\$0.00	\$3,264.00	\$0.00	\$0.00	\$3,264.00	\$0.00			
500-03	Single Post Sign, F&I Ground Mount, up to 12 SF	320.00	\$10.20 PER LF	0.00	320.00	0.00	100%	320.00	0.00	\$930.60		
500-04	Retro-Reflective/ Raised Pavement Markers (Yellow/Yellow)	22.00	\$423.00 PER AS	14.00	8.00	0.00	100%	22.00	0.00	\$48.36		
			\$483.60	\$0.00	\$483.60	\$0.00	\$0.00	\$483.60	\$0.00			
	SUB-TOTALS	124.00	\$1,021,497.76	0.00	124.00	0.00	100%	124.00	0.00	\$102,149.78		

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Quantum Software Solutions, Inc. Document

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PROJECT: 202400
 Becker Road West Extension
 APPLICATION #: 11
 DATE OF APPLICATION: 12/20/2021
 PERIOD THRU: 12/20/2021
 PROJECT #s: 202400

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A	B	C		D		E		F	G		H	I
ITEM #	WORK DESCRIPTION	QTY	SCHEDULED AMOUNT \$ AMT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)		
				AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD							
500-05	Retro-Reflective/ Raised Pavement Markers (White/Red) \$4.00 PER EA	12.00	\$48.00	0.00	12.00	\$0.00	\$48.00	100%	\$0.00	\$4.80		
500-06	Thermoplastic, Standard, White, Solid 6" \$5,746.00 PER GM	0.97	\$5,567.87	0.00	0.97	\$0.00	\$5,567.87	100%	\$0.00	\$556.79		
500-07	Thermoplastic, Standard, White, Solid 8" \$5,746.00 PER LF	0.09	\$517.14	0.00	0.09	\$0.00	\$517.14	100%	\$0.00	\$51.71		
500-08	Thermoplastic, Standard, White, Solid 12" \$2.72 PER LF	200.00	\$544.00	0.00	200.00	\$0.00	\$544.00	100%	\$0.00	\$54.40		
500-09	Thermoplastic, Standard, White, Solid 24" \$3.54 PER LF	50.00	\$177.00	0.00	50.00	\$0.00	\$177.00	100%	\$0.00	\$17.70		
500-10	Thermoplastic, Standard, White, Skip 6" (2'-4') \$5,746.00 PER GM	0.07	\$373.49	0.00	0.07	\$0.00	\$373.49	100%	\$0.00	\$37.35		
500-11	Thermoplastic, Standard, Yellow, Solid 6" \$5,746.00 PER GM	0.02	\$114.92	0.00	0.02	\$0.00	\$114.92	100%	\$0.00	\$11.49		
500-12	Thermoplastic, Standard, Yellow, Solid 18" \$2.70 PER LF	445.00	\$1,201.50	0.00	445.00	\$0.00	\$1,201.50	100%	\$0.00	\$120.15		
500-13	Thermoplastic, Standard, Yellow, Skip 6" (10'-30') \$6,850.00 PER GM	0.33	\$2,239.95	0.00	0.33	\$0.00	\$2,239.95	100%	\$0.00	\$224.00		
600	Drainage											
	SUB-TOTALS	\$1,032,281.63	\$837,859.31	\$194,422.32	\$0.00	\$1,032,281.63	100%	\$0.00	\$103,228.17			

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PROJECT: 202400
 Becker Road West Extension
 APPLICATION #: 11
 DATE OF APPLICATION: 12/20/2021
 PERIOD THRU: 12/20/2021
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A	B	C		D		E		F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT		COMPLETED WORK		AMOUNT THIS PERIOD		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS								
600-01	Concrete Class II, Endwall		\$19,508.80	\$19,508.80		\$0.00		\$0.00	\$19,508.80	100%	\$0.00	\$1,950.88
600-02	\$712.00 PER CY	27.40		27.40		0.00		0.00	27.40		0.00	
	Reinforcing Steel- Roadway		\$15,754.88	\$15,754.88		\$0.00		\$0.00	\$15,754.88	100%	\$0.00	\$1,575.49
600-03	\$9.56 PER LB	1,648.00		1,648.00		0.00		0.00	1,648.00		0.00	
	Control Sturcture		\$12,546.00	\$12,546.00		\$0.00		\$0.00	\$12,546.00	100%	\$0.00	\$1,254.60
600-04	\$12,546.00 PER EA	1.00		1.00		0.00		0.00	1.00		0.00	
	Inlet, Curb Type 5, (<10')		\$6,245.00	\$6,245.00		\$0.00		\$0.00	\$6,245.00	100%	\$0.00	\$624.50
600-05	\$6,245.00 PER EA	1.00		1.00		0.00		0.00	1.00		0.00	
	Inlet (Curb Inlet Type J-6) (<10')		\$33,848.00	\$33,848.00		\$0.00		\$0.00	\$33,848.00	100%	\$0.00	\$3,384.80
600-06	\$8,462.00 PER EA	4.00		4.00		0.00		0.00	4.00		0.00	
	Inlet (Ditch Bottom Type D), Bottom P (<10')		\$21,224.00	\$21,224.00		\$0.00		\$0.00	\$21,224.00	100%	\$0.00	\$2,122.40
600-07	\$5,306.00 PER EA	4.00		4.00		0.00		0.00	4.00		0.00	
	Manhole, 5-7, <10'		\$18,285.00	\$18,285.00		\$0.00		\$0.00	\$18,285.00	100%	\$0.00	\$1,828.50
600-08	\$6,095.00 PER EA	3.00		3.00		0.00		0.00	3.00		0.00	
	Straight Conc. Endwall for 60" Round Pipe		\$29,458.00	\$0.00		\$29,458.00		\$0.00	\$29,458.00	100%	\$0.00	\$2,945.80
600-09	\$29,458.00 PER EA	1.00		0.00		1.00		0.00	1.00		0.00	
	Pipe Culvert, Optional Material, Round 18" S/CD		\$19,320.00	\$19,320.00		\$0.00		\$0.00	\$19,320.00	100%	\$0.00	\$1,932.00
600-10	\$42.00 PER LF	460.00		460.00		0.00		0.00	460.00		0.00	
	Pipe Culvert, Optional Material, Round, 24" S/CD		\$60,140.00	\$60,140.00		\$0.00		\$0.00	\$60,140.00	100%	\$0.00	\$6,014.00
	\$62.00 PER LF	970.00		970.00		0.00		0.00	970.00		0.00	
	SUB-TOTALS		\$1,268,611.31	\$1,044,730.99		\$223,880.32		\$0.00	\$1,268,611.31	100%	\$0.00	\$126,861.14

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Quantum Software Solutions, Inc. Document

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PROJECT: 202400
 Becker Road West Extension
 APPLICATION #: 11
 DATE OF APPLICATION: 12/20/2021
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ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	QTY	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	% COMP (G / C)	TOTAL COMPLETED AND STORED (D + E + F)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)		
				AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD							
600-11	Pipe Culvert, Optional Material, Round, 30" S/C/D \$87.00 PER LF	\$52,200.00	600.00	\$52,200.00	0.00	\$0.00	100%	\$52,200.00	\$0.00	\$5,220.00		
600-12	Pipe Culvert, Optional Material, Round, 36" S/C/D \$95.00 PER LF	\$24,700.00	260.00	\$24,700.00	0.00	\$0.00	100%	\$24,700.00	\$0.00	\$2,470.00		
600-13	Pipe Culvert, Optional Material, Round, 48" S/C/D \$154.00 PER LF	\$9,240.00	60.00	\$9,240.00	0.00	\$0.00	100%	\$9,240.00	\$0.00	\$924.00		
600-14	Pipe Culvert, Optional Material, Round, 60" S/C/D \$235.00 PER LF	\$117,500.00	500.00	\$117,500.00	0.00	\$0.00	100%	\$117,500.00	\$0.00	\$11,750.00		
700	Utilities											
700-01	Conduit- F&I, Open Trench 2" PVC (F/O) \$5.44 PER LF	\$15,504.00	2,850.00	\$15,504.00	0.00	\$0.00	100%	\$15,504.00	\$0.00	\$1,550.40		
700-02	Fiber Optic Cable- F&I 12" Strand FOC (Per COPSL Util. Manual \$9.56 PER LF	\$27,246.00	2,850.00	\$27,246.00	0.00	\$0.00	100%	\$27,246.00	\$0.00	\$2,724.60		
700-03	Pull & Splice Box, F&I, 13" x24" \$1,645.00 PER EA	\$4,935.00	3.00	\$4,935.00	0.00	\$0.00	100%	\$4,935.00	\$0.00	\$493.50		
700-04	6" PVC WM \$20.90 PER LF	\$731.50	35.00	\$731.50	0.00	\$0.00	100%	\$731.50	\$0.00	\$73.15		
700-05	8" PVC WM \$25.56 PER LF	\$3,834.00	150.00	\$3,834.00	0.00	\$0.00	100%	\$3,834.00	\$0.00	\$383.40		
	SUB-TOTALS	\$1,524,501.81		\$1,300,621.49	\$223,880.32	\$0.00	100%	\$1,524,501.81	\$0.00	\$152,450.19		

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Quantum Software Solutions, Inc. Document

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PROJECT:		202400	11
Becker Road West Extension		DATE OF APPLICATION:	12/20/2021
		PERIOD THRU:	12/20/2021
		PROJECT #S:	202400

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ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT		COMPLETED WORK		AMOUNT THIS PERIOD		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD							
700-06	Utility Pipe- PVC F&I Water Main, 12"		\$105,875.00	\$105,875.00		\$0.00		\$0.00	\$105,875.00	100%	\$0.00	\$10,587.50
700-07	\$38.50 PER LF Utility Pipe- PVC F&I Forcemain, 12"	2,750.00	\$105,875.00	2,750.00		0.00		0.00	\$105,875.00	100%	\$0.00	\$10,587.50
700-08	\$38.50 PER LF Utility Pipe- PVC F&I Irrigation Main, 12"	2,750.00	\$105,875.00	2,750.00		0.00		0.00	\$105,875.00	100%	\$0.00	\$10,587.50
700-09	\$38.50 PER LF 12" x6" Tee	2,750.00	\$2,548.00	0.00		2,750.00		0.00	\$2,548.00	100%	\$0.00	\$254.80
700-10	\$364.00 PER EA 12" x8" Tee	7.00	\$419.00	7.00		0.00		0.00	\$419.00	100%	\$0.00	\$41.90
700-11	\$419.00 PER EA 6" Gate Valve	1.00	\$11,347.00	1.00		0.00		0.00	\$11,347.00	100%	\$0.00	\$1,134.70
700-12	\$1,621.00 PER EA 8" Gate Valve	7.00	\$2,312.00	7.00		0.00		0.00	\$2,312.00	100%	\$0.00	\$231.20
700-13	\$2,312.00 PER EA 12" Gate Valve	1.00	\$51,422.00	1.00		0.00		0.00	\$51,422.00	100%	\$0.00	\$5,142.20
700-14	\$3,673.00 PER EA 12" Plug & Blowoff	14.00	\$12,490.00	14.00		0.00		0.00	\$12,490.00	100%	\$0.00	\$1,249.00
700-15	\$6,245.00 PER EA Air Release Valve	2.00	\$35,532.00	2.00		0.00		0.00	\$35,532.00	100%	\$0.00	\$3,553.20
	\$5,922.00 PER EA SUB-TOTALS	6.00	\$1,958,196.81	\$1,628,441.49		0.00	\$329,755.32	\$0.00	\$1,958,196.81	100%	\$0.00	\$195,819.69

CONTINUATION PAGE

CONTINUATION PAGE

Page 9 of 10

PROJECT: 202400 Becker Road West Extension
 APPLICATION #: 11
 DATE OF APPLICATION: 12/20/2021
 PERIOD THRU: 12/20/2021
 PROJECT #S: 202400

Payment Application containing Contractor's signature is attached.

A	B	C		D		E		F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	QTY	\$ AMT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)		
					AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD						
700-16	Fire Hydrant	\$29,910.00			\$29,910.00	\$0.00	\$0.00	100%	\$0.00	\$2,991.00		
700-17	\$4,985.00 PER EA	6.00	6.00		0.00	0.00	0.00	100%	0.00			
	Fittings	\$996.31		\$996.31		\$0.00	\$0.00	100%	\$0.00	\$99.63		
700-18	\$1,423.30 PER TN	0.70	0.70		0.00	0.00	0.00	100%	0.00			
	Sample Points	\$30,329.20		\$30,329.20		\$0.00	\$0.00	100%	\$0.00	\$3,032.92		
701	\$7,582.30 PER EA	4.00	4.00		0.00	0.00	0.00	100%	0.00			
	Change Order #1	\$50,952.08		\$50,952.08		\$0.00	\$0.00	100%	\$0.00	\$5,095.21		
702	\$50,952.08 PER SF	1.00	1.00		0.00	0.00	0.00	100%	0.00			
	Change Order #2	\$13,635.00		\$13,635.00		\$0.00	\$0.00	100%	\$0.00	\$1,363.50		
703	\$13,635.00 PER LS	1.00	1.00		0.00	0.00	0.00	100%	0.00			
	Change Order #3	\$4,270.00		\$4,270.00		\$0.00	\$0.00	100%	\$0.00	\$427.00		
704	\$4,270.00 PER LS	1.00	1.00		0.00	0.00	0.00	100%	0.00			
	Change Order #4	\$23,696.32		\$23,696.32		\$0.00	\$0.00	100%	\$0.00	\$2,369.63		
705	\$23,696.32 PER LS	1.00	1.00		0.00	0.00	0.00	100%	0.00			
	Change Order #5	\$13,447.50		\$13,447.50		\$0.00	\$0.00	100%	\$0.00	\$1,344.75		
706	\$13,447.50 PER LS	1.00	1.00		0.00	0.00	0.00	100%	0.00			
	Change Order #6	\$3,300.00		\$3,300.00		\$0.00	\$0.00	100%	\$0.00	\$330.00		
707	\$3,300.00 PER LS	1.00	1.00		0.00	0.00	0.00	100%	0.00			
	Curb Edge Drain 12"	(\$57,994.00)		(\$57,994.00)		\$0.00	\$0.00	100%	\$0.00	(\$5,799.40)		
	\$21.40 PER LF	-2,710.00	-2,710.00		0.00	0.00	0.00	100%	0.00			
	SUB-TOTALS	\$2,070,739.22	\$1,740,983.90	\$329,755.32		\$0.00	\$0.00	100%	\$0.00	\$207,073.93		

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

Page 10 of 10

Payment Application containing Contractor's signature is attached.

90

Quantum Software Solutions, Inc. Document

REQUISITION NO. 10

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5
SPECIAL ASSESSMENT BONDS, SERIES 2021
(COMMUNITY INFRASTRUCTURE)**

The undersigned, a Responsible Officer of Southern Grove Community Development District No. 5 (the "Issuer") hereby submits the following requisition for disbursement from the 2021 Acquisition and Construction Account created under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated December 17, 2014, as supplemented by that certain Seventh Supplemental Indenture, dated as of June 1, 2021 (collectively, the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture);

- (A) Requisition Number: **10**
- (B) Name of Payee: **Culpepper & Terpening, Inc.**
- (C) Amount Payable: **\$143,550.81**

The undersigned hereby certifies that (check the applicable box in 1. below):

- 1. This requisition is for a Cost of the 2021 CI Project payable from the 2021 Acquisition and Construction Account **X**

OR

This requisition is for Working Capital Expenses payable from the 2021 Working Capital Subaccount in the 2021 Acquisition and Construction Account and the amount of Working Capital Expenses that are the subject of this requisition, together with all prior requisitions related to Working Capital Expenses does not exceed the Working Capital Amount

AND

- 2. Each disbursement set forth above is a proper charge against the 2021 Acquisition and Construction Account or 2021 Working Capital Subaccount therein, as applicable.

[Include if applicable]

Each disbursement set forth above is made as payment of a portion of the purchase price payable for the 2021 CI Project pursuant to a written acquisition agreement between the District and the other party named therein and the undersigned represents that such agreement has not been modified or amended and is in full force and effect on the date hereof.

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

By: _____
Responsible Officer

Date: _____

**[THE FOLLOWING IS NOT REQUIRED FOR REQUISITIONS RELATING TO
WORKING CAPITAL EXPENSES]**

The undersigned, an authorized representative of the Consulting Engineer to the Issuer, hereby certifies that this disbursement is for a Cost of the 2021 CI Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2021 CI Project with respect to which such disbursement is being made; and (iii) the Engineer's Report as supplemented and amended through the date hereof.

The undersigned further certifies that (a) the improvements to be acquired with this disbursement will be (1) owned by the Issuer or another governmental entity and located on public property or within public rights of way or easements and (2) accessible by the general public and/or part of a public water management system; (b) the purchase price to be paid by the Issuer for the improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (c) the plans and specifications for the improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (d) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2021 CI Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (e) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2021 CI Project for which disbursement is made hereby, if acquisition is being made pursuant to an acquisition agreement.

[Include as applicable]

The undersigned certifies that the amount of this disbursement relating to the TIM Project, when aggregated with the amount of all prior disbursements of proceeds of the 2021 Bonds for the TIM Project, does not exceed the TIM Project Amount and that no disbursements have been made for the TIM Project from proceeds of any bonds or other obligations of the Issuer issued prior to the date of issuance of the 2021 Bonds.

[CONSULTING ENGINEER]

By: _____
Name: _____
Title: _____
Date: _____

Invoice

Culpepper & Terpening, Inc.
Consulting Engineers and Land Surveyors
2980 South 25th Street
Fort Pierce, Florida 34981
Phone (772)464-3537 /Fax (772)464-9497
accounting@ct-eng.com

Ms. Sylvia Bethel
Accounting
Southern Grove Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

December 31, 2021
Project No: 20-203
Invoice No: 93753

Principal: James 'Butch' Terpening, Jr., P.E.
Project Manager: Marcelo Dimitriou, P.E.

PO No:

Contract No:

WA No:

Project 20-203 Becker Road West Phase 1 CEI

Professional Services through December 31, 2021

Phase 5 Construction Services

Tasks 5.01 Construction Services

Professional Personnel

	Hours	Rate	Amount
Principal Engineer, PE	36.00	210.00	7,560.00
Project Engineer, PE	1.00	135.00	135.00
Sr. Construction Inspector	75.00	125.00	9,375.00
Totals	112.00		17,070.00
Total Labor			17,070.00

Phase 8 Reimbursable Expense

Unit Billing

Large Copy

Blueprint Color

MILEAGE

220.14**Total this Invoice \$17,290.14****Outstanding Invoices**

Number	Date	Balance
93037	9/14/2021	1,155.97
93421	11/18/2021	28,532.20
Total		29,688.17

Billing Backup

Monday, January 24, 2022

Culpepper & Terpening, Inc.

Invoice 93753 Dated 12/31/2021

3:18:09 PM

Project	20-203	Becker Road West Phase 1 CEI
Phase	5	Construction Services
Tasks	5.01	Construction Services

Professional Personnel

		Hours	Rate	Amount
Principal Engineer, PE				
Dimitriou, P.E., Marcelo	11/1/2021	1.75	210.00	367.50
Dimitriou, P.E., Marcelo	11/2/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	11/3/2021	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	11/4/2021	1.00	210.00	210.00
Terpening, Jr., P.E., James 'Butch'	11/5/2021	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	11/8/2021	1.75	210.00	367.50
Dimitriou, P.E., Marcelo	11/10/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	11/12/2021	1.25	210.00	262.50
Dimitriou, P.E., Marcelo	11/15/2021	1.25	210.00	262.50
Dimitriou, P.E., Marcelo	11/16/2021	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	11/17/2021	2.50	210.00	525.00
Dimitriou, P.E., Marcelo	11/19/2021	.75	210.00	157.50
Dimitriou, P.E., Marcelo	11/22/2021	2.75	210.00	577.50
Dimitriou, P.E., Marcelo	11/29/2021	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	11/30/2021	1.25	210.00	262.50
Dimitriou, P.E., Marcelo	12/1/2021	2.50	210.00	525.00
Dimitriou, P.E., Marcelo	12/6/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	12/9/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	12/10/2021	1.75	210.00	367.50
Dimitriou, P.E., Marcelo	12/13/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	12/15/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	12/16/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	12/23/2021	1.00	210.00	210.00
Project Engineer, PE				
Cabrera, PE, Roberto	12/16/2021	.50	135.00	67.50
Cabrera, PE, Roberto	12/22/2021	.50	135.00	67.50
Sr. Construction Inspector				
Christensen, Frans	11/1/2021	2.50	125.00	312.50
Christensen, Frans	11/2/2021	2.50	125.00	312.50
Christensen, Frans	11/3/2021	2.50	125.00	312.50
Christensen, Frans	11/4/2021	3.00	125.00	375.00
Christensen, Frans	11/5/2021 Ovt	4.50	125.00	562.50
Christensen, Frans	11/8/2021	3.00	125.00	375.00
Rake, Edward	11/8/2021	4.00	125.00	500.00
Christensen, Frans	11/9/2021	2.00	125.00	250.00
Christensen, Frans	11/10/2021	2.00	125.00	250.00
Rake, Edward	11/10/2021	2.00	125.00	250.00

Project	20-203	Becker Road West Phase 1 CEI		Invoice	93753
Christensen, Frans		11/11/2021	1.50	125.00	187.50
Christensen, Frans		11/12/2021 Ovt	3.00	125.00	375.00
Christensen, Frans		11/13/2021 Ovt	2.00	125.00	250.00
Christensen, Frans		11/16/2021	2.00	125.00	250.00
Christensen, Frans		11/17/2021	2.00	125.00	250.00
Christensen, Frans		11/18/2021	1.50	125.00	187.50
Christensen, Frans		11/22/2021	3.00	125.00	375.00
Christensen, Frans		11/29/2021	2.00	125.00	250.00
Christensen, Frans		11/30/2021	2.00	125.00	250.00
Christensen, Frans		12/1/2021	2.50	125.00	312.50
Christensen, Frans		12/2/2021	1.00	125.00	125.00
Christensen, Frans		12/2/2021 Ovt	1.50	125.00	187.50
Christensen, Frans		12/3/2021 Ovt	2.00	125.00	250.00
Christensen, Frans		12/14/2021	3.50	125.00	437.50
Christensen, Frans		12/15/2021	2.00	125.00	250.00
Christensen, Frans		12/20/2021	3.50	125.00	437.50
Christensen, Frans		12/21/2021	4.00	125.00	500.00
Rake, Edward		12/23/2021	3.00	125.00	375.00
Rake, Edward		12/28/2021	2.00	125.00	250.00
Rake, Edward		12/29/2021	3.00	125.00	375.00
Totals			112.00		17,070.00
Total Labor					17,070.00
				Total this Tasks	\$17,070.00
				Total this Phase	\$17,070.00

Phase 8 Reimbursable Expense

Unit Billing

10/1/2021	Large Copy	1.0 Copy @ 0.35	.35
10/5/2021	Large Copy	2.0 Copies @ 0.35	.70
10/5/2021	Large Copy	3.0 Copies @ 0.35	1.05
10/7/2021	Large Copy	1.0 Copy @ 0.35	.35
10/7/2021	Large Copy	1.0 Copy @ 0.35	.35
10/13/2021	Large Copy	1.0 Copy @ 0.35	.35
10/15/2021	Large Copy	1.0 Copy @ 0.35	.35
10/15/2021	Large Copy	1.0 Copy @ 0.35	.35
10/15/2021	Large Copy	1.0 Copy @ 0.35	.35
10/26/2021	Large Copy	10.0 Copies @ 0.35	3.50
10/28/2021	Large Copy	12.0 Copies @ 0.35	4.20
10/28/2021	Large Copy	9.0 Copies @ 0.35	3.15
10/28/2021	Large Copy	5.0 Copies @ 0.35	1.75
10/28/2021	Large Copy	15.0 Copies @ 0.35	5.25
10/29/2021	Large Copy	1.0 Copy @ 0.35	.35
10/29/2021	Large Copy	1.0 Copy @ 0.35	.35
12/1/2021	Large Copy	1.0 Copy @ 0.35	.35
12/1/2021	Large Copy	5.0 Copies @ 0.35	1.75
12/1/2021	Large Copy	13.0 Copies @ 0.35	4.55
12/1/2021	Large Copy	5.0 Copies @ 0.35	1.75

Project	20-203	Becker Road West Phase 1 CEI	Invoice	93753
12/6/2021	Large Copy	2.0 Copies @ 0.35	.70	
12/6/2021	Large Copy	2.0 Copies @ 0.35	.70	
12/6/2021	Large Copy	1.0 Copy @ 0.35	.35	
12/7/2021	Large Copy	1.0 Copy @ 0.35	.35	
12/7/2021	Large Copy	1.0 Copy @ 0.35	.35	
12/7/2021	Large Copy	1.0 Copy @ 0.35	.35	
12/8/2021	Large Copy	2.0 Copies @ 0.35	.70	
12/8/2021	Large Copy	2.0 Copies @ 0.35	.70	
12/8/2021	Large Copy	2.0 Copies @ 0.35	.70	
12/15/2021	Large Copy	5.0 Copies @ 0.35	1.75	
12/16/2021	Large Copy	8.0 Copies @ 0.35	2.80	
12/20/2021	Large Copy	12.0 Copies @ 0.35	4.20	
12/20/2021	Large Copy	10.0 Copies @ 0.35	3.50	
12/20/2021	Large Copy	10.0 Copies @ 0.35	3.50	
12/21/2021	Large Copy	10.0 Copies @ 0.35	3.50	
12/22/2021	Large Copy	4.0 Copies @ 0.35	1.40	
10/7/2021	Blueprint Color	4.0 BLUE-COLOR @ 1.50	6.00	
10/7/2021	Blueprint Color	4.0 BLUE-COLOR @ 1.50	6.00	
10/7/2021	Blueprint Color	4.0 BLUE-COLOR @ 1.50	6.00	
10/7/2021	Blueprint Color	4.0 BLUE-COLOR @ 1.50	6.00	
MILEAGE				
11/1/2021		12.0 Miles @ 0.56	6.72	
11/2/2021		19.0 Miles @ 0.56	10.64	
11/3/2021		8.0 Miles @ 0.56	4.48	
11/4/2021		16.0 Miles @ 0.56	8.96	
11/5/2021		20.0 Miles @ 0.56	11.20	
11/9/2021		15.0 Miles @ 0.56	8.40	
11/13/2021		15.0 Miles @ 0.56	8.40	
11/16/2021		20.0 Miles @ 0.56	11.20	
11/17/2021		15.0 Miles @ 0.56	8.40	
11/18/2021		10.0 Miles @ 0.56	5.60	
11/22/2021		10.0 Miles @ 0.56	5.60	
11/30/2021		15.0 Miles @ 0.56	8.40	
12/1/2021		10.0 Miles @ 0.56	5.60	
12/2/2021		15.0 Miles @ 0.56	8.40	
12/3/2021		18.0 Miles @ 0.56	10.08	
12/16/2021		10.0 Miles @ 0.56	5.60	
12/20/2021		10.0 Miles @ 0.56	5.60	
12/21/2021		11.0 Miles @ 0.56	6.16	
			220.14	
Total this Phase				\$220.14
Total this Project				\$17,290.14
Total this Report				\$17,290.14

Invoice

Culpepper & Terpening, Inc.
Consulting Engineers and Land Surveyors
2980 South 25th Street
Fort Pierce, Florida 34981
Phone (772)464-3537 /Fax (772)464-9497
accounting@ct-eng.com

Ms. Sylvia Bethel
 Accounting
 Southern Grove Community Development District
 c/o Special District Services, Inc.
 2501A Burns Road
 Palm Beach Gardens, FL 33410

September 14, 2021
 Project No: 20-203
 Invoice No: 93037

Principal: James 'Butch' Terpening, Jr., P.E.
 Project Manager: Marcelo Dimitriou, P.E.

PO No:

Contract No:

WA No:

Project 20-203 Becker Road West Phase 1 CEI

Professional Services through August 31, 2021

Phase 5 Construction Services

Tasks 5.01 Construction Services

Professional Personnel

	Hours	Rate	Amount	
Principal Engineer, PE	173.25	210.00	36,382.50	
Sr. Engineering Designer	1.50	100.00	150.00	
Sr. Construction Inspector	458.00	125.00	57,250.00	
Construction Inspector	31.00	90.00	2,790.00	
Totals	663.75		96,572.50	
Total Labor				96,572.50

Phase 8 Reimbursable Expense

Reimbursable Expenses

Reimbursable Expense

3/30/2021	Terpening, Thomas	Drone Flight	14.16	
4/23/2021	Terpening, Thomas	Drone	16.00	
	Total Reimbursables		30.16	30.16

Unit Billing

Large Copy

MILEAGE

1,125.81**Total this Invoice****\$97,728.47**

Billing Backup

Tuesday, September 14, 2021

Culpepper & Terpening, Inc.

Invoice 93037 Dated 9/14/2021

8:39:38 AM

Project	20-203	Becker Road West Phase 1 CEI
Phase	5	Construction Services
Tasks	5.01	Construction Services

Professional Personnel

		Hours	Rate	Amount
Principal Engineer, PE				
Dimitriou, P.E., Marcelo	3/1/2021	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	3/4/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	3/5/2021	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	3/9/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	3/10/2021	2.00	210.00	420.00
Terpening, Jr., P.E., James "Butch"	3/10/2021	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	3/11/2021	2.50	210.00	525.00
Terpening, Jr., P.E., James "Butch"	3/11/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	3/15/2021	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	3/16/2021	.75	210.00	157.50
Matthes, P.E., Stefan	3/16/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	3/19/2021	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	3/22/2021	.75	210.00	157.50
Terpening, Jr., P.E., James "Butch"	3/23/2021	.50	210.00	105.00
Dimitriou, P.E., Marcelo	3/30/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	3/31/2021	.75	210.00	157.50
Dimitriou, P.E., Marcelo	4/1/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	4/2/2021	2.75	210.00	577.50
Dimitriou, P.E., Marcelo	4/5/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	4/6/2021	1.00	210.00	210.00
Terpening, Jr., P.E., James "Butch"	4/6/2021	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	4/7/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	4/9/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	4/12/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	4/13/2021	1.75	210.00	367.50
Dimitriou, P.E., Marcelo	4/14/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	4/16/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	4/19/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	4/21/2021	1.75	210.00	367.50
Terpening, Jr., P.E., James "Butch"	4/21/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	4/26/2021	2.25	210.00	472.50
Dimitriou, P.E., Marcelo	4/27/2021	2.00	210.00	420.00
Matthes, P.E., Stefan	4/27/2021	.50	210.00	105.00
Dimitriou, P.E., Marcelo	4/28/2021	1.50	210.00	315.00

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Dimitriou, P.E., Marcelo		4/30/2021	2.25	210.00		472.50
Dimitriou, P.E., Marcelo		5/3/2021	1.25	210.00		262.50
Dimitriou, P.E., Marcelo		5/4/2021	1.50	210.00		315.00
Matthes, P.E., Stefan		5/4/2021	1.00	210.00		210.00
Matthes, P.E., Stefan		5/5/2021	.50	210.00		105.00
Dimitriou, P.E., Marcelo		5/6/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		5/10/2021	1.00	210.00		210.00
Dimitriou, P.E., Marcelo		5/11/2021	1.25	210.00		262.50
Dimitriou, P.E., Marcelo		5/13/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		5/14/2021	2.50	210.00		525.00
Terpening, Jr., P.E., James "Butch"		5/16/2021	1.00	210.00		210.00
Dimitriou, P.E., Marcelo		5/18/2021	2.25	210.00		472.50
Dimitriou, P.E., Marcelo		5/19/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		5/20/2021	1.75	210.00		367.50
Dimitriou, P.E., Marcelo		5/21/2021	2.00	210.00		420.00
Matthes, P.E., Stefan		5/21/2021	.50	210.00		105.00
Dimitriou, P.E., Marcelo		5/24/2021	1.00	210.00		210.00
Dimitriou, P.E., Marcelo		5/27/2021	1.75	210.00		367.50
Dimitriou, P.E., Marcelo		5/28/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		6/1/2021	2.50	210.00		525.00
Dimitriou, P.E., Marcelo		6/2/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		6/3/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		6/7/2021	2.50	210.00		525.00
Dimitriou, P.E., Marcelo		6/8/2021	2.25	210.00		472.50
Dimitriou, P.E., Marcelo		6/9/2021	1.75	210.00		367.50
Dimitriou, P.E., Marcelo		6/10/2021	2.75	210.00		577.50
Terpening, Jr., P.E., James "Butch"		6/10/2021	1.00	210.00		210.00
Dimitriou, P.E., Marcelo		6/11/2021	1.00	210.00		210.00
Dimitriou, P.E., Marcelo		6/14/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		6/15/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		6/16/2021	1.00	210.00		210.00
Dimitriou, P.E., Marcelo		6/17/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		6/18/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		6/21/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		6/22/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		6/23/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		6/25/2021	2.50	210.00		525.00
Dimitriou, P.E., Marcelo		6/28/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		6/30/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		7/1/2021	2.25	210.00		472.50
Dimitriou, P.E., Marcelo		7/2/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		7/6/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		7/7/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		7/8/2021	1.75	210.00		367.50
Dimitriou, P.E., Marcelo		7/12/2021	1.50	210.00		315.00
Terpening, Jr., P.E., James "Butch"		7/12/2021	1.00	210.00		210.00

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Dimitriou, P.E., Marcelo		7/14/2021	1.00	210.00		210.00
Dimitriou, P.E., Marcelo		7/16/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		7/19/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		7/20/2021	2.50	210.00		525.00
Dimitriou, P.E., Marcelo		7/21/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		7/23/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		7/26/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		7/27/2021	1.75	210.00		367.50
Dimitriou, P.E., Marcelo		7/29/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		7/30/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		8/3/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		8/4/2021	2.50	210.00		525.00
Dimitriou, P.E., Marcelo		8/5/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		8/6/2021	1.75	210.00		367.50
Dimitriou, P.E., Marcelo		8/10/2021	1.75	210.00		367.50
Terpening, Jr., P.E., James 'Butch'		8/11/2021	1.00	210.00		210.00
Dimitriou, P.E., Marcelo		8/12/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		8/13/2021	2.00	210.00		420.00
Dimitriou, P.E., Marcelo		8/16/2021	1.00	210.00		210.00
Dimitriou, P.E., Marcelo		8/18/2021	1.75	210.00		367.50
Dimitriou, P.E., Marcelo		8/19/2021	1.50	210.00		315.00
Dimitriou, P.E., Marcelo		8/20/2021	1.00	210.00		210.00
Dimitriou, P.E., Marcelo		8/23/2021	2.25	210.00		472.50
Dimitriou, P.E., Marcelo		8/24/2021	1.75	210.00		367.50
Dimitriou, P.E., Marcelo		8/26/2021	2.50	210.00		525.00
Dimitriou, P.E., Marcelo		8/27/2021	1.75	210.00		367.50
Dimitriou, P.E., Marcelo		8/31/2021	2.50	210.00		525.00
Sr. Engineering Designer						
Coapman, Edgar		6/15/2021	.75	100.00		75.00
Coapman, Edgar		6/16/2021	.75	100.00		75.00
Sr. Construction Inspector						
Christensen, Frans		3/1/2021	4.50	125.00		562.50
Christensen, Frans		3/2/2021	5.50	125.00		687.50
Christensen, Frans		3/3/2021	3.00	125.00		375.00
Christensen, Frans		3/4/2021	4.50	125.00		562.50
Christensen, Frans		3/5/2021	1.50	125.00		187.50
Christensen, Frans		3/10/2021	3.50	125.00		437.50
Christensen, Frans		3/11/2021	4.50	125.00		562.50
Christensen, Frans		3/15/2021	2.50	125.00		312.50
Christensen, Frans		3/16/2021	2.50	125.00		312.50
Christensen, Frans		3/19/2021	4.00	125.00		500.00
Christensen, Frans		3/22/2021	3.50	125.00		437.50
Christensen, Frans		3/23/2021	3.00	125.00		375.00
Christensen, Frans		3/24/2021	1.50	125.00		187.50
Christensen, Frans		3/25/2021	4.00	125.00		500.00
Christensen, Frans		3/26/2021 Ovt	2.00	125.00		250.00
Christensen, Frans		3/29/2021	2.50	125.00		312.50
Christensen, Frans		3/30/2021	3.00	125.00		375.00

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Terpening, Thomas		3/30/2021	2.50	125.00		312.50
Christensen, Frans		3/31/2021	3.00	125.00		375.00
Christensen, Frans		4/1/2021	5.50	125.00		687.50
Christensen, Frans		4/2/2021	3.00	125.00		375.00
Christensen, Frans		4/5/2021	3.00	125.00		375.00
Christensen, Frans		4/6/2021	4.00	125.00		500.00
Christensen, Frans		4/12/2021	1.50	125.00		187.50
Christensen, Frans		4/13/2021	2.50	125.00		312.50
Christensen, Frans		4/14/2021	5.00	125.00		625.00
Christensen, Frans		4/15/2021	2.00	125.00		250.00
Christensen, Frans		4/16/2021 Ovt	3.00	125.00		375.00
Christensen, Frans		4/19/2021	2.50	125.00		312.50
Campbell, Jamie		4/20/2021	.50	125.00		62.50
Christensen, Frans		4/20/2021	1.00	125.00		125.00
Christensen, Frans		4/21/2021	1.00	125.00		125.00
Rake, Edward		4/21/2021	1.00	125.00		125.00
Christensen, Frans		4/22/2021	1.00	125.00		125.00
Rake, Edward		4/22/2021	1.00	125.00		125.00
Christensen, Frans		4/23/2021 Ovt	4.00	125.00		500.00
Rake, Edward		4/23/2021	2.00	125.00		250.00
Terpening, Thomas		4/23/2021	2.50	125.00		312.50
Christensen, Frans		4/26/2021	2.50	125.00		312.50
Christensen, Frans		4/27/2021	4.50	125.00		562.50
Christensen, Frans		4/28/2021	3.50	125.00		437.50
Campbell, Jamie		4/29/2021	.50	125.00		62.50
Christensen, Frans		4/30/2021	2.50	125.00		312.50
Christensen, Frans		5/3/2021	5.00	125.00		625.00
Christensen, Frans		5/4/2021	7.50	125.00		937.50
Christensen, Frans		5/5/2021	8.00	125.00		1,000.00
Rake, Edward		5/6/2021	1.50	125.00		187.50
Rake, Edward		5/7/2021	1.50	125.00		187.50
Christensen, Frans		5/11/2021	3.00	125.00		375.00
Christensen, Frans		5/12/2021	6.00	125.00		750.00
Christensen, Frans		5/13/2021	2.00	125.00		250.00
Christensen, Frans		5/14/2021	6.50	125.00		812.50
Christensen, Frans		5/17/2021	2.00	125.00		250.00
Rake, Edward		5/17/2021	1.00	125.00		125.00
Christensen, Frans		5/18/2021	6.00	125.00		750.00
Christensen, Frans		5/19/2021	3.00	125.00		375.00
Christensen, Frans		5/20/2021	5.00	125.00		625.00
Christensen, Frans		5/21/2021 Ovt	8.00	125.00		1,000.00
Christensen, Frans		5/24/2021	4.00	125.00		500.00
Christensen, Frans		5/25/2021	6.50	125.00		812.50
Christensen, Frans		5/26/2021	4.50	125.00		562.50
Christensen, Frans		5/27/2021	5.50	125.00		687.50
Christensen, Frans		5/28/2021	1.25	125.00		156.25
Christensen, Frans		5/28/2021 Ovt	3.75	125.00		468.75
Christensen, Frans		6/1/2021	9.50	125.00		1,187.50
Christensen, Frans		6/2/2021	7.50	125.00		937.50

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Christensen, Frans		6/3/2021	5.00	125.00		625.00
Christensen, Frans		6/4/2021	6.50	125.00		812.50
Christensen, Frans		6/7/2021	7.00	125.00		875.00
Christensen, Frans		6/8/2021	6.50	125.00		812.50
Christensen, Frans		6/9/2021	6.50	125.00		812.50
Christensen, Frans		6/10/2021	4.00	125.00		500.00
Christensen, Frans		6/11/2021 Ovt	2.00	125.00		250.00
Rake, Edward		6/11/2021	2.50	125.00		312.50
Christensen, Frans		6/14/2021	6.00	125.00		750.00
Christensen, Frans		6/15/2021	4.00	125.00		500.00
Christensen, Frans		6/16/2021	3.50	125.00		437.50
Christensen, Frans		6/17/2021	2.50	125.00		312.50
Rake, Edward		6/17/2021	2.00	125.00		250.00
Christensen, Frans		6/18/2021 Ovt	1.50	125.00		187.50
Christensen, Frans		6/21/2021	5.50	125.00		687.50
Christensen, Frans		6/22/2021	4.00	125.00		500.00
Christensen, Frans		6/23/2021	4.50	125.00		562.50
Christensen, Frans		6/24/2021	2.50	125.00		312.50
Christensen, Frans		6/25/2021	3.50	125.00		437.50
Christensen, Frans		6/25/2021 Ovt	.50	125.00		62.50
Christensen, Frans		6/28/2021	5.50	125.00		687.50
Christensen, Frans		6/29/2021	5.50	125.00		687.50
Christensen, Frans		6/30/2021	7.00	125.00		875.00
Christensen, Frans		7/1/2021	2.00	125.00		250.00
Christensen, Frans		7/6/2021	6.50	125.00		812.50
Christensen, Frans		7/7/2021	8.00	125.00	1,000.00	
Christensen, Frans		7/8/2021	4.50	125.00		562.50
Christensen, Frans		7/9/2021	3.00	125.00		375.00
Christensen, Frans		7/12/2021	3.50	125.00		437.50
Christensen, Frans		7/13/2021	2.50	125.00		312.50
Christensen, Frans		7/14/2021	3.00	125.00		375.00
Christensen, Frans		7/15/2021	4.00	125.00		500.00
Christensen, Frans		7/16/2021 Ovt	3.00	125.00		375.00
Christensen, Frans		7/19/2021	4.50	125.00		562.50
Christensen, Frans		7/20/2021	4.50	125.00		562.50
Christensen, Frans		7/21/2021	3.50	125.00		437.50
Christensen, Frans		7/22/2021	5.50	125.00		687.50
Christensen, Frans		7/23/2021 Ovt	3.00	125.00		375.00
Christensen, Frans		7/26/2021	2.50	125.00		312.50
Christensen, Frans		7/27/2021	6.00	125.00		750.00
Christensen, Frans		7/28/2021	1.50	125.00		187.50
Christensen, Frans		7/29/2021	5.50	125.00		687.50
Christensen, Frans		7/30/2021 Ovt	2.50	125.00		312.50
Christensen, Frans		8/4/2021	2.50	125.00		312.50
Christensen, Frans		8/5/2021	5.50	125.00		687.50
Christensen, Frans		8/6/2021 Ovt	2.00	125.00		250.00
Christensen, Frans		8/7/2021 Ovt	1.00	125.00		125.00
Christensen, Frans		8/9/2021	3.00	125.00		375.00
Christensen, Frans		8/11/2021	1.50	125.00		187.50

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Christensen, Frans		8/12/2021	1.50	125.00		187.50
Christensen, Frans		8/13/2021 Ovt	4.50	125.00		562.50
Rake, Edward		8/16/2021	1.00	125.00		125.00
Christensen, Frans		8/17/2021	2.00	125.00		250.00
Christensen, Frans		8/18/2021	2.00	125.00		250.00
Christensen, Frans		8/19/2021	3.50	125.00		437.50
Christensen, Frans		8/19/2021 Ovt	1.00	125.00		125.00
Christensen, Frans		8/20/2021 Ovt	3.00	125.00		375.00
Christensen, Frans		8/21/2021 Ovt	1.50	125.00		187.50
Christensen, Frans		8/23/2021	2.50	125.00		312.50
Christensen, Frans		8/24/2021	3.00	125.00		375.00
Rake, Edward		8/25/2021	1.50	125.00		187.50
Christensen, Frans		8/26/2021	1.50	125.00		187.50
Christensen, Frans		8/27/2021 Ovt	2.00	125.00		250.00
Rake, Edward		8/27/2021	1.50	125.00		187.50
Christensen, Frans		8/30/2021	2.00	125.00		250.00
Christensen, Frans		8/31/2021	2.50	125.00		312.50
Construction Inspector						
Green, Tanner		6/30/2021	8.00	90.00		720.00
Green, Tanner		7/1/2021	8.00	90.00		720.00
Green, Tanner		7/2/2021	7.00	90.00		630.00
Green, Tanner		7/9/2021	1.00	90.00		90.00
Green, Tanner		7/13/2021	7.00	90.00		630.00
Totals			663.75		96,572.50	
Total Labor						96,572.50
Total this Tasks						\$96,572.50
Total this Phase						\$96,572.50

Phase 8 Reimbursable Expense

Reimbursable Expenses

Reimbursable Expense

EX 00000000267	3/30/2021	Terpening, Thomas / Drone Flight /	14.16	
6		21.26 miles @ 0.555		
EX 00000000268	4/23/2021	Terpening, Thomas / Drone / 24.02	16.00	
5		miles @ 0.555		
Total Reimbursables			30.16	30.16

Unit Billing

3/1/2021	Large Copy	1.0 Copy @ 0.35	.35
3/3/2021	Large Copy	1.0 Copy @ 0.35	.35
3/9/2021	Large Copy	6.0 Copies @ 0.35	2.10
3/10/2021	Large Copy	2.0 Copies @ 0.35	.70
3/10/2021	Large Copy	36.0 Copies @ 0.35	12.60
3/15/2021	Large Copy	2.0 Copies @ 0.35	.70
3/31/2021	Large Copy	4.0 Copies @ 0.35	1.40
3/31/2021	Large Copy	1.0 Copy @ 0.35	.35
4/1/2021	Large Copy	6.0 Copies @ 0.35	2.10
4/2/2021	Large Copy	1.0 Copy @ 0.35	.35

Project	20-203	Becker Road West Phase 1 CEI	Invoice	93037
4/2/2021	Large Copy	7.0 Copies @ 0.35	2.45	
4/2/2021	Large Copy	6.0 Copies @ 0.35	2.10	
4/2/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/2/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/2/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/5/2021	Large Copy	30.0 Copies @ 0.35	10.50	
4/6/2021	Large Copy	2.0 Copies @ 0.35	.70	
4/6/2021	Large Copy	14.0 Copies @ 0.35	4.90	
4/7/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/7/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/7/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/7/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/7/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/7/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/7/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/12/2021	Large Copy	55.0 Copies @ 0.35	19.25	
4/12/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/12/2021	Large Copy	6.0 Copies @ 0.35	2.10	
4/12/2021	Large Copy	4.0 Copies @ 0.35	1.40	
4/14/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/14/2021	Large Copy	4.0 Copies @ 0.35	1.40	
4/14/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/14/2021	Large Copy	18.0 Copies @ 0.35	6.30	
4/19/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/19/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/19/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/19/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/26/2021	Large Copy	6.0 Copies @ 0.35	2.10	
4/26/2021	Large Copy	6.0 Copies @ 0.35	2.10	
4/26/2021	Large Copy	7.0 Copies @ 0.35	2.45	
4/28/2021	Large Copy	1.0 Copy @ 0.35	.35	
4/28/2021	Large Copy	2.0 Copies @ 0.35	.70	
4/30/2021	Large Copy	14.0 Copies @ 0.35	4.90	
5/3/2021	Large Copy	2.0 Copies @ 0.35	.70	
5/3/2021	Large Copy	1.0 Copy @ 0.35	.35	
5/3/2021	Large Copy	5.0 Copies @ 0.35	1.75	
5/18/2021	Large Copy	5.0 Copies @ 0.35	1.75	
5/18/2021	Large Copy	5.0 Copies @ 0.35	1.75	
5/20/2021	Large Copy	2.0 Copies @ 0.35	.70	
5/21/2021	Large Copy	1.0 Copy @ 0.35	.35	
5/21/2021	Large Copy	1.0 Copy @ 0.35	.35	
5/21/2021	Large Copy	2.0 Copies @ 0.35	.70	
5/21/2021	Large Copy	5.0 Copies @ 0.35	1.75	
6/7/2021	Large Copy	5.0 Copies @ 0.35	1.75	
6/8/2021	Large Copy	3.0 Copies @ 0.35	1.05	
6/8/2021	Large Copy	3.0 Copies @ 0.35	1.05	
6/8/2021	Large Copy	2.0 Copies @ 0.35	.70	
7/26/2021	Large Copy	7.0 Copies @ 0.35	2.45	
7/27/2021	Large Copy	7.0 Copies @ 0.35	2.45	

Project	20-203	Becker Road West Phase 1 CEI	Invoice	93037
7/27/2021	Large Copy	9.0 Copies @ 0.35	3.15	
7/27/2021	Large Copy	1.0 Copy @ 0.35	.35	
8/2/2021	Large Copy	1.0 Copy @ 0.35	.35	
8/3/2021	Large Copy	6.0 Copies @ 0.35	2.10	
8/3/2021	Large Copy	1.0 Copy @ 0.35	.35	
8/5/2021	Large Copy	2.0 Copies @ 0.35	.70	
8/13/2021	Large Copy	1.0 Copy @ 0.35	.35	
8/23/2021	Large Copy	8.0 Copies @ 0.35	2.80	
8/24/2021	Large Copy	1.0 Copy @ 0.35	.35	
8/25/2021	Large Copy	1.0 Copy @ 0.35	.35	
8/27/2021	Large Copy	1.0 Copy @ 0.35	.35	
8/30/2021	Large Copy	1.0 Copy @ 0.35	.35	
8/30/2021	Large Copy	1.0 Copy @ 0.35	.35	
8/30/2021	Large Copy	1.0 Copy @ 0.35	.35	
8/30/2021	Large Copy	1.0 Copy @ 0.35	.35	
MILEAGE				
3/1/2021	Miles	31.0 Miles @ 0.56	17.36	
3/2/2021	Miles	36.0 Miles @ 0.56	20.16	
3/3/2021	Miles	20.0 Miles @ 0.56	11.20	
3/4/2021	Miles	12.0 Miles @ 0.56	6.72	
3/5/2021		10.0 Miles @ 0.56	5.60	
3/11/2021		16.0 Miles @ 0.56	8.96	
3/16/2021	Miles	14.0 Miles @ 0.56	7.84	
3/19/2021		20.0 Miles @ 0.56	11.20	
3/22/2021		13.0 Miles @ 0.56	7.28	
3/23/2021		33.0 Miles @ 0.56	18.48	
3/24/2021		12.0 Miles @ 0.56	6.72	
3/25/2021		12.0 Miles @ 0.56	6.72	
3/26/2021		24.0 Miles @ 0.56	13.44	
3/29/2021	Miles	24.0 Miles @ 0.56	13.44	
3/30/2021	Miles	10.0 Miles @ 0.56	5.60	
3/31/2021	Miles	25.0 Miles @ 0.56	14.00	
4/1/2021	Miles	15.0 Miles @ 0.56	8.40	
4/2/2021		16.0 Miles @ 0.56	8.96	
4/5/2021	Miles	30.0 Miles @ 0.56	16.80	
4/6/2021	Miles	19.0 Miles @ 0.56	10.64	
4/13/2021		13.0 Miles @ 0.56	7.28	
4/14/2021		23.0 Miles @ 0.56	12.88	
4/16/2021		11.0 Miles @ 0.56	6.16	
4/19/2021		5.0 Miles @ 0.56	2.80	
4/20/2021		5.0 Miles @ 0.56	2.80	
4/20/2021		6.0 Miles @ 0.56	3.36	
4/21/2021		5.0 Miles @ 0.56	2.80	
4/21/2021		5.0 Miles @ 0.56	2.80	
4/22/2021		5.0 Miles @ 0.56	2.80	
4/22/2021		10.0 Miles @ 0.56	5.60	
4/23/2021		9.0 Miles @ 0.56	5.04	
4/23/2021		10.0 Miles @ 0.56	5.60	
4/26/2021	Miles	15.0 Miles @ 0.56	8.40	

Project	20-203	Becker Road West Phase 1 CEI	Invoice	93037
4/27/2021	Miles	20.0 Miles @ 0.56	11.20	
4/28/2021	Miles	17.0 Miles @ 0.56	9.52	
4/29/2021		6.0 Miles @ 0.56	3.36	
4/30/2021		42.0 Miles @ 0.56	23.52	
4/30/2021	Miles	19.0 Miles @ 0.56	10.64	
5/3/2021		5.0 Miles @ 0.56	2.80	
5/3/2021		10.0 Miles @ 0.56	5.60	
5/4/2021		12.0 Miles @ 0.56	6.72	
5/5/2021		18.0 Miles @ 0.56	10.08	
5/6/2021		46.0 Miles @ 0.56	25.76	
5/6/2021		5.0 Miles @ 0.56	2.80	
5/7/2021		5.0 Miles @ 0.56	2.80	
5/11/2021		25.0 Miles @ 0.56	14.00	
5/12/2021		10.0 Miles @ 0.56	5.60	
5/13/2021		5.0 Miles @ 0.56	2.80	
5/14/2021		15.0 Miles @ 0.56	8.40	
5/17/2021		5.0 Miles @ 0.56	2.80	
5/17/2021		5.0 Miles @ 0.56	2.80	
5/18/2021		5.0 Miles @ 0.56	2.80	
5/19/2021		15.0 Miles @ 0.56	8.40	
5/20/2021		10.0 Miles @ 0.56	5.60	
5/21/2021		17.0 Miles @ 0.56	9.52	
5/24/2021		10.0 Miles @ 0.56	5.60	
5/25/2021		9.0 Miles @ 0.56	5.04	
5/26/2021		19.0 Miles @ 0.56	10.64	
5/27/2021		10.0 Miles @ 0.56	5.60	
5/28/2021		15.0 Miles @ 0.56	8.40	
6/1/2021		12.0 Miles @ 0.56	6.72	
6/2/2021		20.0 Miles @ 0.56	11.20	
6/3/2021		15.0 Miles @ 0.56	8.40	
6/4/2021		10.0 Miles @ 0.56	5.60	
6/7/2021		15.0 Miles @ 0.56	8.40	
6/8/2021		12.0 Miles @ 0.56	6.72	
6/9/2021		25.0 Miles @ 0.56	14.00	
6/10/2021		15.0 Miles @ 0.56	8.40	
6/11/2021		13.0 Miles @ 0.56	7.28	
6/14/2021		12.0 Miles @ 0.56	6.72	
6/15/2021		13.0 Miles @ 0.56	7.28	
6/16/2021		21.0 Miles @ 0.56	11.76	
6/17/2021		15.0 Miles @ 0.56	8.40	
6/18/2021		15.0 Miles @ 0.56	8.40	
6/21/2021		27.0 Miles @ 0.56	15.12	
6/22/2021		10.0 Miles @ 0.56	5.60	
6/23/2021		18.0 Miles @ 0.56	10.08	
6/24/2021		20.0 Miles @ 0.56	11.20	
6/25/2021		10.0 Miles @ 0.56	5.60	
6/28/2021		10.0 Miles @ 0.56	5.60	
6/29/2021		17.0 Miles @ 0.56	9.52	
6/30/2021		10.0 Miles @ 0.56	5.60	

Project	20-203	Becker Road West Phase 1 CEI	Invoice	93037
7/6/2021		12.0 Miles @ 0.56	6.72	
7/7/2021		13.0 Miles @ 0.56	7.28	
7/8/2021		16.0 Miles @ 0.56	8.96	
7/9/2021		10.0 Miles @ 0.56	5.60	
7/12/2021		10.0 Miles @ 0.56	5.60	
7/13/2021		8.0 Miles @ 0.56	4.48	
7/15/2021		10.0 Miles @ 0.56	5.60	
7/16/2021		12.0 Miles @ 0.56	6.72	
7/19/2021		20.0 Miles @ 0.56	11.20	
7/20/2021		15.0 Miles @ 0.56	8.40	
7/21/2021		13.0 Miles @ 0.56	7.28	
7/22/2021		15.0 Miles @ 0.56	8.40	
7/23/2021		21.0 Miles @ 0.56	11.76	
7/26/2021	Miles	15.0 Miles @ 0.56	8.40	
7/27/2021	Miles	15.0 Miles @ 0.56	8.40	
7/29/2021	Miles	12.0 Miles @ 0.56	6.72	
7/30/2021	Miles	15.0 Miles @ 0.56	8.40	
8/4/2021		10.0 Miles @ 0.56	5.60	
8/4/2021		38.0 Miles @ 0.56	21.28	
8/5/2021		20.0 Miles @ 0.56	11.20	
8/9/2021		15.0 Miles @ 0.56	8.40	
8/11/2021		12.0 Miles @ 0.56	6.72	
8/12/2021		8.0 Miles @ 0.56	4.48	
8/13/2021		14.0 Miles @ 0.56	7.84	
8/17/2021		10.0 Miles @ 0.56	5.60	
8/18/2021		10.0 Miles @ 0.56	5.60	
8/19/2021		35.0 Miles @ 0.56	19.60	
8/20/2021		13.0 Miles @ 0.56	7.28	
8/21/2021		12.0 Miles @ 0.56	6.72	
8/23/2021		15.0 Miles @ 0.56	8.40	
8/24/2021		25.0 Miles @ 0.56	14.00	
8/26/2021		10.0 Miles @ 0.56	5.60	
8/27/2021		15.0 Miles @ 0.56	8.40	
8/30/2021		15.0 Miles @ 0.56	8.40	
8/31/2021		21.0 Miles @ 0.56	11.76	
8/31/2021		32.0 Miles @ 0.56	17.92	
				1,125.81
Total this Phase				\$1,155.97
Total this Project				\$97,728.47
Total this Report				\$97,728.47

Invoice

Culpepper & Terpening, Inc.
Consulting Engineers and Land Surveyors
2980 South 25th Street
Fort Pierce, Florida 34981
Phone (772)464-3537 /Fax (772)464-9497
accounting@ct-eng.com

Ms. Sylvia Bethel
Accounting
Southern Grove Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

November 18, 2021
Project No: 20-203
Invoice No: 93421

Principal: James 'Butch' Terpening, Jr., P.E.
Project Manager: Marcelo Dimitriou, P.E.

PO No:

Contract No:

WA No:

Project 20-203 Becker Road West Phase 1 CEI

Professional Services through October 31, 2021

Phase 5 Construction Services

Tasks 5.01 Construction Services

Professional Personnel

	Hours	Rate	Amount
Principal Engineer, PE	46.75	210.00	9,817.50
Sr. Construction Inspector	147.50	125.00	18,437.50
Totals	194.25		28,255.00
Total Labor			28,255.00

Phase 8 Reimbursable Expense

Unit Billing

Large Copy

MILEAGE

277.20**Total this Invoice \$28,532.20****Outstanding Invoices**

Number	Date	Balance
93037	9/14/2021	97,728.47
Total		97,728.47

Project	20-203	Becker Road West Phase 1 CEI
Phase	5	Construction Services
Tasks	5.01	Construction Services

Professional Personnel

		Hours	Rate	Amount
Principal Engineer, PE				
Dimitriou, P.E., Marcelo	9/1/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	9/2/2021	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	9/7/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	9/9/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	9/14/2021	1.25	210.00	262.50
Dimitriou, P.E., Marcelo	9/15/2021	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	9/16/2021	1.75	210.00	367.50
Dimitriou, P.E., Marcelo	9/20/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	9/21/2021	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	9/22/2021	1.75	210.00	367.50
Dimitriou, P.E., Marcelo	9/24/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	9/27/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	9/29/2021	1.00	210.00	210.00
Dimitriou, P.E., Marcelo	9/30/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	10/1/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	10/4/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	10/7/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	10/8/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	10/14/2021	2.50	210.00	525.00
Dimitriou, P.E., Marcelo	10/15/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	10/18/2021	1.50	210.00	315.00
Dimitriou, P.E., Marcelo	10/19/2021	1.75	210.00	367.50
Dimitriou, P.E., Marcelo	10/20/2021	2.00	210.00	420.00
Dimitriou, P.E., Marcelo	10/21/2021	2.50	210.00	525.00
Dimitriou, P.E., Marcelo	10/26/2021	2.50	210.00	525.00
Dimitriou, P.E., Marcelo	10/27/2021	1.75	210.00	367.50
Dimitriou, P.E., Marcelo	10/28/2021	2.50	210.00	525.00
Sr. Construction Inspector				
Christensen, Frans	9/1/2021	2.00	125.00	250.00
Christensen, Frans	9/3/2021 Ovt	2.00	125.00	250.00
Christensen, Frans	9/7/2021	4.00	125.00	500.00
Christensen, Frans	9/8/2021	2.00	125.00	250.00
Christensen, Frans	9/9/2021	3.00	125.00	375.00
Christensen, Frans	9/10/2021	1.50	125.00	187.50
Christensen, Frans	9/13/2021	4.00	125.00	500.00
Christensen, Frans	9/14/2021	2.50	125.00	312.50
Christensen, Frans	9/15/2021	6.00	125.00	750.00
Christensen, Frans	9/16/2021	2.00	125.00	250.00

Project	20-203	Becker Road West Phase 1 CEI		Invoice	93421
Christensen, Frans		9/16/2021 Ovt	1.00	125.00	125.00
Christensen, Frans		9/17/2021 Ovt	3.50	125.00	437.50
Christensen, Frans		9/18/2021 Ovt	3.00	125.00	375.00
Christensen, Frans		9/20/2021	5.00	125.00	625.00
Christensen, Frans		9/21/2021	3.00	125.00	375.00
Christensen, Frans		9/22/2021	2.00	125.00	250.00
Christensen, Frans		9/23/2021	4.00	125.00	500.00
Christensen, Frans		9/24/2021 Ovt	2.50	125.00	312.50
Christensen, Frans		9/27/2021	3.00	125.00	375.00
Christensen, Frans		9/28/2021	2.00	125.00	250.00
Christensen, Frans		9/29/2021	2.00	125.00	250.00
Christensen, Frans		9/30/2021	3.00	125.00	375.00
Christensen, Frans		10/1/2021 Ovt	2.50	125.00	312.50
Christensen, Frans		10/4/2021	4.00	125.00	500.00
Christensen, Frans		10/5/2021	1.50	125.00	187.50
Christensen, Frans		10/6/2021	3.00	125.00	375.00
Christensen, Frans		10/8/2021	2.00	125.00	250.00
Christensen, Frans		10/9/2021 Ovt	1.50	125.00	187.50
Christensen, Frans		10/11/2021	5.00	125.00	625.00
Christensen, Frans		10/12/2021	6.00	125.00	750.00
Christensen, Frans		10/13/2021	1.50	125.00	187.50
Christensen, Frans		10/14/2021	5.00	125.00	625.00
Rake, Edward		10/15/2021	4.00	125.00	500.00
Christensen, Frans		10/18/2021	4.00	125.00	500.00
Christensen, Frans		10/19/2021	1.50	125.00	187.50
Rake, Edward		10/19/2021	4.00	125.00	500.00
Christensen, Frans		10/20/2021	5.50	125.00	687.50
Rake, Edward		10/20/2021	4.50	125.00	562.50
Christensen, Frans		10/21/2021	1.50	125.00	187.50
Rake, Edward		10/21/2021	4.00	125.00	500.00
Christensen, Frans		10/22/2021 Ovt	2.00	125.00	250.00
Rake, Edward		10/22/2021	3.50	125.00	437.50
Christensen, Frans		10/23/2021 Ovt	1.50	125.00	187.50
Christensen, Frans		10/25/2021	5.50	125.00	687.50
Christensen, Frans		10/26/2021	2.50	125.00	312.50
Christensen, Frans		10/27/2021	5.00	125.00	625.00
Rake, Edward		10/27/2021	2.00	125.00	250.00
Christensen, Frans		10/28/2021	1.50	125.00	187.50
Totals			194.25		28,255.00
Total Labor					28,255.00
Total this Tasks					\$28,255.00
Total this Phase					\$28,255.00

Phase 8 Reimbursable Expense

Unit Billing

9/24/2021	Large Copy	1.0 Copy @ 0.35	.35
9/24/2021	Large Copy	1.0 Copy @ 0.35	.35

Project	20-203	Becker Road West Phase 1 CEI	Invoice	93421
9/24/2021	Large Copy	1.0 Copy @ 0.35		.35
9/27/2021	Large Copy	12.0 Copies @ 0.35		4.20
9/30/2021	Large Copy	1.0 Copy @ 0.35		.35
MILEAGE				
9/1/2021		15.0 Miles @ 0.56		8.40
9/3/2021		12.0 Miles @ 0.56		6.72
9/7/2021		13.0 Miles @ 0.56		7.28
9/9/2021		15.0 Miles @ 0.56		8.40
9/10/2021		10.0 Miles @ 0.56		5.60
9/13/2021		10.0 Miles @ 0.56		5.60
9/14/2021		8.0 Miles @ 0.56		4.48
9/15/2021		21.0 Miles @ 0.56		11.76
9/16/2021		22.0 Miles @ 0.56		12.32
9/17/2021		11.0 Miles @ 0.56		6.16
9/18/2021		10.0 Miles @ 0.56		5.60
9/20/2021		20.0 Miles @ 0.56		11.20
9/21/2021		15.0 Miles @ 0.56		8.40
9/23/2021		19.0 Miles @ 0.56		10.64
9/24/2021		12.0 Miles @ 0.56		6.72
9/27/2021		12.0 Miles @ 0.56		6.72
9/29/2021		12.0 Miles @ 0.56		6.72
9/30/2021		15.0 Miles @ 0.56		8.40
10/1/2021		16.0 Miles @ 0.56		8.96
10/4/2021		21.0 Miles @ 0.56		11.76
10/5/2021		15.0 Miles @ 0.56		8.40
10/6/2021		15.0 Miles @ 0.56		8.40
10/8/2021		15.0 Miles @ 0.56		8.40
10/9/2021		18.0 Miles @ 0.56		10.08
10/11/2021		17.0 Miles @ 0.56		9.52
10/12/2021		15.0 Miles @ 0.56		8.40
10/14/2021		8.0 Miles @ 0.56		4.48
10/18/2021		12.0 Miles @ 0.56		6.72
10/20/2021		21.0 Miles @ 0.56		11.76
10/22/2021		12.0 Miles @ 0.56		6.72
10/23/2021		8.0 Miles @ 0.56		4.48
10/25/2021		20.0 Miles @ 0.56		11.20
10/26/2021		20.0 Miles @ 0.56		11.20
				277.20
Total this Phase				\$277.20
Total this Project				\$28,532.20
Total this Report				\$28,532.20

REQUISITION NO. 11

**SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5
SPECIAL ASSESSMENT BONDS, SERIES 2021
(COMMUNITY INFRASTRUCTURE)**

The undersigned, a Responsible Officer of Southern Grove Community Development District No. 5 (the “Issuer”) hereby submits the following requisition for disbursement from the 2021 Acquisition and Construction Account created under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the “Trustee”), dated December 17, 2014, as supplemented by that certain Seventh Supplemental Indenture, dated as of June 1, 2021 (collectively, the “Indenture”), (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture);

- (A) Requisition Number: **11**
- (B) Name of Payee: **BEEP, Inc.**
- (C) Amount Payable: **\$11,000.00**

The undersigned hereby certifies that (check the applicable box in 1. below):

- 1. This requisition is for a Cost of the 2021 CI Project payable from the 2021 Acquisition and Construction Account **X**

OR

This requisition is for Working Capital Expenses payable from the 2021 Working Capital Subaccount in the 2021 Acquisition and Construction Account and the amount of Working Capital Expenses that are the subject of this requisition, together with all prior requisitions related to Working Capital Expenses does not exceed the Working Capital Amount _____

AND

- 2. Each disbursement set forth above is a proper charge against the 2021 Acquisition and Construction Account or 2021 Working Capital Subaccount therein, as applicable.

[Include if applicable]

Each disbursement set forth above is made as payment of a portion of the purchase price payable for the 2021 CI Project pursuant to a written acquisition agreement between the District and the other party named therein and the undersigned represents that such agreement has not been modified or amended and is in full force and effect on the date hereof.

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

By: _____
Responsible Officer

Date: _____

**[THE FOLLOWING IS NOT REQUIRED FOR REQUISITIONS RELATING TO
WORKING CAPITAL EXPENSES]**

The undersigned, an authorized representative of the Consulting Engineer to the Issuer, hereby certifies that this disbursement is for a Cost of the 2021 CI Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2021 CI Project with respect to which such disbursement is being made; and (iii) the Engineer's Report as supplemented and amended through the date hereof.

The undersigned further certifies that (a) the improvements to be acquired with this disbursement will be (1) owned by the Issuer or another governmental entity and located on public property or within public rights of way or easements and (2) accessible by the general public and/or part of a public water management system; (b) the purchase price to be paid by the Issuer for the improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (c) the plans and specifications for the improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (d) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2021 CI Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (e) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2021 CI Project for which disbursement is made hereby, if acquisition is being made pursuant to an acquisition agreement.

[Include as applicable]

The undersigned certifies that the amount of this disbursement relating to the TIM Project, when aggregated with the amount of all prior disbursements of proceeds of the 2021 Bonds for the TIM Project, does not exceed the TIM Project Amount and that no disbursements have been made for the TIM Project from proceeds of any bonds or other obligations of the Issuer issued prior to the date of issuance of the 2021 Bonds.

[CONSULTING ENGINEER]

By: _____
Name: _____
Title: _____
Date: _____

BEEP. Inc.
13485 Veterans Way
#110
Orlando, FL 32827
321-348-6879

INVOICE



Invoice #: 406
Invoice Date: 12/31/21
Amount Due: \$7,200.00

Bill To:

Tradition Community Development
District No. 1, c/o Special District
Services, Inc.
2501 Burns Road
Palm Beach Gardens, FL 33410
United States

Due Date	Terms	P.O. Number
01/30/22	Net 30	SOW #TR-20210809

Item	Description	Quantity	Price	Amount
AV1003-NRR	Commissioning Revenue - Route Analysis	1	\$4,000.00	\$4,000.00
SW1000-MRR	Commissioning Revenue - Route Validation	1	\$3,200.00	\$3,200.00

Bank Information for ACH Payment:
M&T Bank
1350 I Street NW, Suite 500
Washington, DC 20005
Phone: 202-434-7048
Routing #: 052000113
Account #: 9862190775
Account Name: Beep, Inc.
Checking account (0775)

Subtotal:	\$7,200.00
Sales Tax:	\$0.00
Total:	\$7,200.00
Payments:	\$0.00
Amount Due:	\$7,200.00

To pay online, go to <https://app01.us.bill.com/p/beepinc1>

BEEP. Inc.
13485 Veterans Way
#110
Orlando, FL 32827
321-348-6879

INVOICE



Invoice #: 414
Invoice Date: 12/31/21
Amount Due: \$3,800.00

Bill To:

Tradition Community Development
District No. 1, c/o Special District
Services, Inc.
2501 Burns Road
Palm Beach Gardens, FL 33410
United States

Due Date	Terms	P.O. Number
01/30/22	Net 30	SOW #TR-20210809

Item	Description	Quantity	Price	Amount
AV1003-NRR	Commissioning Revenue - 3-D Mapping	1	\$3,800.00	\$3,800.00

Bank Information for ACH Payment:
M&T Bank
1350 I Street NW, Suite 500
Washington, DC 20005
Phone: 202-434-7048
Routing #: 052000113
Account #: 9862190775
Account Name: Beep, Inc.
Checking account (0775)

Subtotal:	\$3,800.00
Sales Tax:	\$0.00
Total:	\$3,800.00
Payments:	\$0.00
Amount Due:	\$3,800.00

To pay online, go to <https://app01.us.bill.com/p/beepinc1>

January 14, 2022

VIA: Email to: bsakuma@sdsinc.org

B. Frank Sakuma, Jr.
District Manager
Special District Services, Inc.
Tradition Management Offices
10807 SW Tradition Square
Port St. Lucie, FL 34987

**RE: Tradition / Southern Grove Community Development District
ITB #2020-04 Continuing Services Agreement for
Miscellaneous Construction Activities
Recommendation for Award**

Dear Mr. Sakuma:

Invitations to Bid were sent to 13 contractors and we received two bid responses (Felix Associations of Florida, Inc. and Armadillo Earth Works LLC). Culpepper & Terpening, Inc has reviewed both bid responses and found them responsive to the Invitation to Bid. A copy of the bids is attached.

We recommend entering into continuing service agreements with both firms. The cost for line items left blank on the bid form would need to be negotiated prior to award of particular tasks.

Should you have any questions, please do not hesitate to contact me at (772) 464- 3537 ext. 222 or via email at KCranford@CT-Eng.com.

Sincerely,
CULPEPPER & TERPENING, INC.
Tradition CDD Engineer



Kelly Cranford, P.E., Env. SP Senior Project Engineer

TRADITION / SOUHERN GROVE CDD - ITB 2020-04 BID TAB

Fill in gray cells (unit price) only. Leave blank if you do not want to bid on line item.

1 Stormwater, New Installation and Replacements

FDOT Item		Description	Units	Quantity for	Unit Price Standard	Unit Price Emergency Response
Bid Item	Ref. #			Bid Comparison		
1.01		Culvert - Corrugated Poly Pipe 24" (Air trained)	LF	100 lf		
1.02		Culvert - Corrugated Poly Pipe 30" (Air trained)	LF	100 lf		
1.03		Culvert - Reinforced Concrete Pipe 24 "	LF	300 lf		
1.04		Culvert - Reinforced Concrete Pipe 30"	LF	100 lf		
1.05		Culvert - Reinforced Concrete Pipe 36 "	LF	100 lf		
1.06		Culvert - Reinforced Concrete Pipe 42 "	LF	100 lf		
1.07		Culvert - Reinforced Concrete Pipe 48"	LF	500 lf		
1.08		Culvert - Reinforced Concrete Pipe 54"	LF	100 lf		
1.09		Culvert - Reinforced Concrete Pipe 60"	LF	300 lf		
1.10		Culvert - Reinforced Concrete Pipe 72"	LF	300 lf		
1.11		Culvert - HDPE Pipe 24 "	LF	300 lf		
1.12		Culvert - HDPE Pipe 30"	LF	300 lf		
1.13		Culvert - HDPE Pipe 36 "	LF	300 lf		
1.14		Culvert - HDPE Pipe 42 "	LF	100 lf		
1.15		Culvert - HDPE Pipe 48"	LF	300 lf		
1.16		Culvert - HDPE Pipe 54"	LF	100 lf		
1.17		Culvert - HDPE Pipe 60"	LF	100 lf		
1.18		Culvert - CMP Pipe 24 "	LF	300 lf		
1.19		Culvert - CMP Pipe 30"	LF	300 lf		
1.20		Culvert - CMP Pipe 36 "	LF	300 lf		
1.21		Culvert - CMP Pipe 42 "	LF	300 lf		
1.22		Culvert - CMP Pipe 48"	LF	300 lf		
1.23		Culvert - CMP Pipe 54"	LF	100 lf		
1.24		Culvert - CMP Pipe 60"	LF	100 lf		
1.25		Ditch Bottom Inlet Type C - 10' Deep or Less	EA	10 ea		
1.26		Ditch Bottom Inlet Type C- More than 10' Deep	EA	10 ea		
1.27		Ditch Bottom Inlet Type C - 10' Deep or Less (Alt Bottom)	EA	5 ea		

1.28	Ditch Bottom Inlet Type C - More than 10' Deep (Alt Bottom)	EA	5 ea		
1.29	Ditch Bottom Inlet Type D - 10' Deep or Less	EA	2 ea		
1.30	Ditch Bottom Inlet Type D - More than 10' Deep	EA	2 ea		
1.31	Ditch Bottom Inlet Type E - 10' Deep or Less	EA	5 ea		
1.32	Ditch Bottom Inlet Type E - More than 10' Deep	EA	5 ea		
1.33	Ditch Bottom Inlet Type H - 10' Deep or Less	EA	1 ea		
1.34	Ditch Bottom Inlet Type H - More than 10' Deep	EA	1 ea		
1.35	Ditch Bottom Inlet Type H - 10' Deep or Less (Alt Bottom)	EA	1 ea		
1.36	Ditch Bottom Inlet Type H - More than 10' Deep (Alt Bottom)	EA	1 ea		
1.37	Ditch Bottom Inlet Type J - 10' Deep or Less	EA	1 ea		
1.38	Ditch Bottom Inlet Type J - More than 10' Deep	EA	1 ea		
1.39	Ditch Bottom Inlet Type J - 10' Deep or Less (Alt Bottom)	EA	1 ea		
1.40	Ditch Bottom Inlet Type J - More than 10' Deep (Alt Bottom)	EA	1 ea		
1.41	Ditch Bottom Inlet Type K - 10' Deep or Less	EA	1 ea		
1.42	Ditch Bottom Inlet Type K - More than 10' Deep	EA	1 ea		
1.43	Ditch Bottom Inlet Type K - 10' Deep or Less (Alt Bottom)	EA	1 ea		
1.44	Ditch Bottom Inlet Type K - More than 10' Deep (Alt Bottom)	EA	1 ea		
1.45	Endwall 24" or Equivalent - All Materials	EA	1 ea		
1.46	Endwall 30" or Equivalent - All Materials	EA	1 ea		
1.47	Endwall 36" or Equivalent - All Materials	EA	1 ea		
1.48	Endwall 42" or Equivalent - All Materials	EA	1 ea		
1.49	Mitered End Section 15" or Equivalent - All Materials	EA	1 ea		
1.50	Mitered End Section 18" or Equivalent - All Materials	EA	1 ea		
1.51	Mitered End Section 48" or Equivalent - All Materials	EA	1 ea		
1.52	Mitered End Section 54" or Equivalent - All Materials	EA	1 ea		
1.53	Mitered End Section 60" or Equivalent - All Materials	EA	1 ea		
1.54	Mitered End Section 66" or Equivalent - AU Materials	EA	1 ea		

1.55	Mitered End Section 72" or Equivalent - All Materials	EA	1 ea		
1.56	Yard Drains (per FDOT Index 282)	EA	1 ea		
1.57	Yard Drain (18" x 18", plastic) w/ 20 lf 10" PVC pipe	EA	10 ea		
1.58	Rip Rap Rubble - Includes Fabric & Bedding Stone (must meet FDOT, USDA, NRCS and other entity standards) - FDOT Certified	TN	1.0 tons		
1.59	Rip Rap Rubble - Includes Fabric & Bedding Stone (must meet FDOT, USDA, NRCS and other entity standards) - Not FDOT Certified	TN	1.0 tons		
1.60	Structure/ Inlet Connection to Existing	EA	2 ea		
1.61	Concrete Collars - 30" or less	EA	1 ea		
1.62	Concrete Collars - 36" or greater	EA	2 ea		
1.63	Miscellaneous Concrete Removal	CY	10 cy		
1.64	Underwater Inspection - Video	HR	8.0 hrs		
1.65	Sediment Removal - Pipes and Structures	CY	10 cy		
1.66	Slip Line Pipe, 60"	LF	100 lf		
1.67	Trash Guard Installation on Existing Control Structure, 4 ft x 6 ft, FDOT standard	EA	2 ea		
1.68	Baffle Installation on Existing Control Structure, 4 ft diameter, trash grate on top, gasket against structure	EA	2 ea		
1.69	Modification of bleeder in existing concrete structure, not accessible by land	EA	2 ea		
1.70	Inspection of existing concrete structure, not accessible by land	EA	2 ea		
1.71	Refurbish Sheet Pile Weir (Sandblast & Protective Coating)	SF	1.0 sf		
1.72	Refurbish Sheet Pile Weir (Steel Plate Repair)	SF	1.0 sf		
1.73	Cleaning & Sealing Concrete Cap (Includes Siloxane Penetrant Sealer)	LS	1		
1.74	Dredging, up to 12 ft deep	CY	10 cy		
1.75	Replace existing flat yard drain grate w/ domed grate, 12" x 12"	EA	5 ea		

Category 1, Standard Total \$0
Category 1, Weighted Average #DIV/0!

2 Pavement and Sidewalk Repair

FDOT Item		Description	Units	Quantity for	Unit Price Standard	Unit Price Emergency Response
Bid Item	Ref. #			Bid Comparison		
2.01		Asphalt Type 9.5 Superpave (per FDOT Standards)- 1.5" thick includes stripping, to be placed by hand for less than 25 SY per location - Less than 2 ton	SY	15 sy		
2.02		Asphalt Type 9.5 Superpave (per FDOT Standards) - 1.5" thick includes stripping, to be placed by paver for more than 25 SY per location - More than 2 ton	SY	100 sy		
2.03		Curb - Type "D" - includes end section (per FDOT Standards)	LF	50 lf		
2.04		Curb - Type "F" - includes end section (per FDOT Standards)	LF	50 lf		
2.05		Curb - Type "Drop Curb" - includes end section (per FDOT Standards)	LF	50 lf		
2.06		Optional Base (Coquina Rock per FDOT Standards) - 12" thick typ. - Optional base group 9" or 11"	SY	50 sy		
2.07		Optional Base (Asphalt per FDOT Standards) - 6" thick typ. - Optional base group 9" or 11"	SY	50 sy		
2.08		Flowable Fill	CY	20 cy		
2.09		Sidewalk - 4" Thick 0-50 ft in length (per FDOT Standards) Includes Curb Ramps	SY	100 sy		
2.10		Sidewalk - 4" Thick 51-100 ft in length (per FDOT Standards) Includes Curb Ramps	SY	100 sy		
2.11		Sidewalk - 6" Thick 0-50 ft in length (per FDOT Standards) includes Driveway Repair/Replacement and Curb Ramps	SY	100 sy		
2.12		Sidewalk - 6" Thick 51 - 100 ft in length (per FDOT Standards) includes Driveway Repair/Replacement and Curb Ramps	SY	100 sy		
2.13		Cast in Place Detectable Warning Surface	EA	5 ea		
2.14		Hand Rails (per FDOT Index 860)	LF	40 lf		
2.15		Curb Removal	LF	50 lf		
2.16		Pavement and Base Removal	SY	20 sy		
2.17		Paver Brick Driveway - Remove &				

2.18	Sign Installation, CDD standard, single post	EA	5 ea		
2.19	Sign Relocation, single post	EA	5 ea		
2.20	Thermoplastic - 6" Solid White (Edge Line)	LF	200 lf		
2.21	Thermoplastic - 12" Solid White (Crosswalks)	LF	80 lf		
2.22	Thermoplastic - 24" Solid White (Stop Bars)	LF	48 lf		
2.23	Thermoplastic - 6" Solid Yellow (Edge Line)	LF	200 lf		
2.24	Thermoplastic - 6" Double Solid Yellow	LF	200 lf		
2.25	Thermoplastic - 6" (10' - 30') Skip Yellow	LF	100 lf		
2.26	Sidewalk Leveling, grinding	LF	300 lf		
2.27	Root barrier installation	LF	100 lf		
2.28	Sidewalk Overlay	SY	200 sy		
2.29	Sidewalk Leveling, Horizontal Cutting	LF	100 lf		
2.30	Sidewalk crack repair	EA	100 ea		

Category 2, Standard Total	\$0
Category 2, Weighted Average	#DIV/0!

Category 2, Emergency Total	\$0
Category 2, Emergency Avg	#DIV/0!

3 Irrigation Facility and Distribution System

FDOT Item		Units	Quantity for		Unit Price Standard	Unit Price Emergency Response
Bid Item	Ref. #		Bid	Comparison		
3.01		EA	20 ea			
3.02		EA	10 ea			
3.03		EA	2 ea			
3.04		EA	5 ea			
3.05		EA	5 ea			
3.06		EA	2 ea			
3.07		EA	10 ea			
3.08		LF	60 lf			
3.09		LF	60 lf			
3.10		LF	40 lf			
3.11		HR	8.0 hrs			

Category 3, Standard Total	\$0
Category 3, Weighted Average	#DIV/0!
Category 3, Emergency Total	\$0
Category 3, Emergency Avg	#DIV/0!

4 General Site Work and Landscaping

FDOT Item		Description	Units	Quantity for		Unit Price Standard	Unit Price Emergency Response
Bid Item	Ref. #			Bid Comparison	n		
4.01		Embankment/ Fill - Material from CDD Site	CY	80 cy			
4.02		Embankment/ Fill - Material Supplied by Contractor	CY	80 cy			
4.03		Sod - Bahia - includes watering for first 30 days	SY	100 sy			
4.04		Sod - Floratam - includes watering	SY	20 sy			
4.05		Excavation & Embankment	CY	120 cy			
4.06		Utility Box Adjustment	EA	10 ea			

Category 4, Standard Total	\$0
Category 4, Weighted Average	#DIV/0!
Category 4, Emergency Total	\$0
Category 4, Emergency Avg	#DIV/0!

5 Electrical

FDOT Item		Units	Quantity for		Unit Price Standard	Unit Price Emergency Response
Bid Item	Ref. #		Bid	Comparison		
5.01		LF	1,000 lf			
5.02		EA	5 ea			
5.03		EA	2 ea			
5.04		EA	12 ea			
5.05		EA	3 ea			
5.06		EA	3 ea			
5.07		EA	12 ea			
5.08		EA	2 ea			
5.09		HR	4.0 hrs			
5.10		HR	4.0 hrs			

Category 5, Standard Total	\$0
Category 5, Weighted Average	#DIV/0!
Category 5, Emergency Total	\$0
Category 5, Emergency Avg	#DIV/0!

6 Additional Items

FDOT Item		Units	Quantity for		Unit Price Standard	Unit Price Emergency Response
Bid Item	Ref. #		Bid	Comparison		
6.01		LS	4		\$1,000.00 /lf	\$1,500.00 /lf
6.02		LS	4			
6.03		LS	2			
6.04		LS	2			
6.05		HR	12.0 hrs		\$325.00 /hr	\$450.00 /hr
6.06		HR	3.0 hrs		\$47.00 /hr	\$70.00 /hr
6.07		HR	3.0 hrs		\$29.00 /hr	\$43.00 /hr
6.08		HR	4.0 hrs		\$55.00 /hr	\$55.00 /hr
6.09		HR	2.0 hrs		\$75.00 /hr	\$90.00 /hr
6.10		HR	4.0 hrs		\$60.00 /hr	\$60.00 /hr
6.11		HR	1.0 hrs		\$120.00 /hr	\$120.00 /hr
6.12		HR	1.0 hrs		\$94.00 /hr	\$94.00 /hr
6.13		HR	1.0 hrs		\$60.00 /hr	\$60.00 /hr
6.14		LF	20 lf			
6.15		LF	20 lf			
6.16		LF	20 lf			
6.17		LF	20 lf			
6.18		LF	20 lf			
6.19		LF	20 lf			
6.20		DAY	2 days		\$10.00 /day	\$15.00 /day
6.21		DAY	2 days		\$20.00 /day	\$30.00 /day

Category 5, Standard Total \$9,072
Category 5, Weighted Average \$756

Category 5, Emergency Total \$12,743
Category 5, Emergency Avg \$1.062

**PARTIAL ASSIGNMENT OF CONTRACTOR AGREEMENT TO
SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5**

[Paar Drive (West) Water Mains—2021 CI Project]

THIS PARTIAL ASSIGNMENT is made *FROM* **Pulte Home Company, LLC**, a Michigan limited liability company (“Pulte”), *TO* **Southern Grove Community Development District No. 5**, a community development district organized and existing in accordance with Chapter 190, Florida Statutes (“District No. 5”), acting in accordance with the Second Amended and Restated District Development Interlocal Agreement dated as of July 9, 2013, and recorded in Official Records Book 3539, Pages 672-713, of the Public Records of St. Lucie County, Florida, as amended (“District Interlocal Agreement”), for itself and under delegated authority from each of the “Other Districts” (as defined in the District Interlocal Agreement), *WITH THE CONSENT AND CONCURRENCE OF Pipeline Utilities Incorporated*, a Florida corporation (“Pipeline”).

RECITALS

A. District No. 5 has entered into a Master Trust Indenture (“Master Indenture”) dated December 17, 2014, with U.S. Bank National Association, as Trustee (“Trustee”), to secure the issuance from time to time of its “Bonds” in one or more “Series” (both as defined in the Master Indenture). District No. 5 and the Trustee have also entered into the Seventh Supplemental Trust Indenture supplementing the Master Indenture (“Seventh Supplemental Indenture”) dated as of June 1, 2021, providing for issuance by the Issuer of its Special Assessment Bonds, Series 2021 (Community Infrastructure) (“2021 Bonds”), the proceeds of which are to be applied, together with other legally available funds of the Issuer, to pay, among other matters, all or a portion of the Costs of the 2021 CI Project (defined below).

B. The “2021 CI Project” means the construction, acquisition, equipping, and/or improvement of all or a portion of the public infrastructure improvements and facilities comprising Community Infrastructure described in the 2021 Supplemental Engineer’s Report (as defined in the Seventh Supplemental Indenture), as the same may be modified, amended, or supplemented. The 2021 CI Project, in turn, includes construction and installation of potable water mains within Paar Drive (West) (as described in Section 3 of the Supplemental Engineer’s Report) (“Paar Drive (West) Water Mains”).

C. By that certain Improvement Acquisition Agreement—2021 CI Project, dated as of June 30, 2021 (“Improvement Acquisition Agreement”), Mattamy Palm Beach LLC, a Delaware limited liability company (“Mattamy”), for itself and its successors and assigns with respect to the 2021 Assessment Area (as defined in the Improvement Acquisition Agreement) has agreed to secure the construction and conveyance to District No. 5 or other appropriate unit of local government of major components of the 2021 Project, including construction and conveyance of the Paar Drive (West) Water Mains. Pulte is a successor in interest to Mattamy with respect to the 2021 Assessment Area.

D. By that certain Master Land Trade Contractor Agreement dated March 29, 2021, between Pulte and Pipeline as “Contractor” (“Contractor Agreement”), Pulte has contracted with the Contractor for construction of certain infrastructure projects, including projects within the 2021 Assessment Area (each a “Project”), subject to Pulte issuing to the Contractor a work order for each such Project (“Work Order”).

E. Pulte has issued to the Contractor, and the Contractor has accepted, Work Order No. 6266PIP012022, dated _____, 2022, for a Project consisting of construction and installation of most or all of the Paar Drive (West) Water Mains (“Work Order No. 6266PIP012022”).

F. Pulte has requested that District No. 5 accept partial assignment of the Contractor Agreement, solely with respect to the Project described in Work Order No. 6266PIP012022 for construction and installation of most or all of the Paar Drive (West) Water Mains, and District No. 5 has agreed to accept such partial assignment subject to the terms and conditions as set forth in its acceptance of this Partial Assignment.

NOW, THEREFORE, in consideration of the mutual promises and other consideration contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Recitals. The recitals set forth above are true and correct and incorporated herein by reference.

2. Partial Assignment of Contractor Agreement. Pulte, for itself and its successors and assigns, hereby (a) assigns to District No. 5, its successors and assigns, all right, title, and interest in and to the Contractor Agreement solely with respect to the Project described in Work Order No. 6266PIP012022 for construction and installation of most or all of the Paar Drive (West) Water Mains, which partial assignment shall be effective as of the date set forth below, (b) agrees to all terms and conditions of the acceptance of this Partial Assignment by District No. 5, as set forth below, and (c) agrees to cooperate with District No. 5 to effect the meaning and intent of this Partial Assignment, and to execute such further instruments as may be reasonably required to give full force to, and to implement the terms and conditions of, this Partial Assignment. Copies of the Contractor Agreement and Work Order No. 6266PIP012022 are attached as a composite exhibit to this Partial Assignment. Upon performance by District No. 5 of all obligations required of Pulte under the Contractor Agreement and Work Order No. 6266PIP012022, District No. 5 shall be entitled to all rights and interests thereunder in the same manner and with the same effect as if District No. 5 had originally been named as a party to such Contractor Agreement, solely with respect to the Project described in Work Order No. 6266PIP012022.

3. Effective Date. This Partial Assignment shall become effective upon the last date of execution by or on behalf of (a) Pulte, granting such Partial Assignment and agreeing to all terms and conditions of acceptance by District No. 5, (b) District No. 5, accepting the Partial Assignment subject to specified terms and conditions, and (c) Pipeline, acknowledging its consent to and concurrence with the Partial Assignment and agreeing to all terms and conditions of acceptance by District No. 5.

DATED this ____ day of _____, 2022.

Witnesses

PULTE HOME COMPANY, LLC

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

ACCEPTANCE OF PARTIAL ASSIGNMENT

Southern Grove Community Development District No. 5, for itself and its successors and assigns, hereby accepts the foregoing Partial Assignment from Pulte Home Company, LLC of all right, title, and interest in and to the Contractor Agreement with Pipeline Utilities Incorporated, solely with respect to the Project described in Work Order No. 6266PIP012022 for construction and installation of most or all of the Paar Drive (West) Water Mains, subject to the following terms and conditions:

1. Limit of Obligation. The total obligation of District No. 5 to pay Pipeline under the Contractor Agreement and Work Order No. 6266PIP012022 is limited to the funds available from proceeds of the Series 2021 Bonds in accordance with the provisions of the Seventh Supplemental Indenture.

2. Payments. Each payment to Pipeline under the Contractor Agreement as related to the Project described in Work Order No. 6266PIP012022 is subject to all requisition and other obligations and limitations set forth in both (a) the Seventh Supplemental Indenture for the Series 2021 Bonds and (b) the Improvement Acquisition Agreement.

3. Residual Obligation. Pulte shall remain obligated under the Contractor Agreement and Work Order No. 6266PIP012022 for any and all amounts that (a) may become due to Pipeline for any reason and (b) either (i) exceed funds available from proceeds of the Series 2021 Bonds or (ii) do not qualify for payment under the requisition and other obligations and limitations set forth in Seventh Supplemental Indenture or the Improvement Acquisition Agreement.

4. Revisions to Contractor Agreement and Work Order No. 6266PIP012022. The Contractor Agreement, as related to the Project described in Work Order No. 6266PIP012022, shall be subject to the following supplemental provisions and modifications:

(a) Payments. All amounts due shall be payable (i) as provided in the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes, and (ii) in full compliance with all requisition and other obligations and limitations set forth in both Seventh Supplemental Indenture for the Series 2021 Bonds and the Improvement Acquisition Agreement.

(b) Sovereign Immunity. Notwithstanding any other provision, District No. 5, as successor to Pulte under the Contractor Agreement as related to the Project described in Work Order No. 6266PIP012022, intends to avail itself of the benefits of Section 768.28, Florida Statutes, and of other statutes and common law governing sovereign immunity. In no event will the liability of District No. 5 exceed the sum of \$200,000 per person or \$300,000 per occurrence. Nothing in the Contractor Agreement or Work Order No. 6266PIP012022 shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing in the Contractor Agreement or Work Order No. 6266PIP012022 shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

(c) Public Records.

(i) Pipeline understands and agrees that all documents of any kind whatsoever provided to District No. 5 or received by Pipeline in connection with the Contractor Agreement as related to the Project described in Work Order No. 6266PIP012022 may be public records and, accordingly, Pipeline agrees to comply with all applicable provisions of Florida law in handling such records. Pipeline shall allow public access to all documents and other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with the Contractor Agreement as related to the Project described in Work Order No. 6266PIP012022.

(ii) Notwithstanding any other term of the Contractor Agreement or Work Order No. 6266PIP012022, the parties recognize that District No. 5 is subject to the provisions of Florida's Public Records Law, as codified in Chapter 119, Florida Statutes. If District No. 5 is served with a request, whether pursuant to the requirements of applicable law, a judicial or governmental request, requirement, order, or otherwise, to disclose information that Pipeline has identified as confidential, District No. 5 will promptly notify Pipeline in order to provide it with sufficient time to object to such request and to pursue a court order protecting the disclosure of such information, which objection and pursuit shall be at Pipeline's sole cost and expense. Pipeline shall notify District No. 5, in writing, of its intent to seek protection of the information within ten (10) days of receipt of District No. 5's notification. Pipeline's failure to notify District No. 5 of its intent to seek protection shall authorize the disclosure of the requested information and shall authorize District No. 5 to comply with the disclosure request. If Pipeline notifies District No. 5 of its intent to seek a court order protecting the disclosure of the information, then District No. 5 will take reasonable steps to cooperate with Pipeline in contesting such request, requirement, or order and in otherwise protecting Pipeline's rights prior to disclosure. Should Pipeline not disclose the requested information or cause any delay in disclosure resulting in the levying of penalties, fees, or costs, Pipeline shall defend, indemnify, and hold District No. 5 harmless from and against any and all fees and costs, including attorneys' fees, that are incurred or taxed against District No. 5 as a result of the non-disclosure or delay.

(d) Verification of Employment Status. Pipeline shall bear full responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons Pipeline employs in performing its obligations under the Contractor Agreement as related to the Project described in Work Order No. 6266PIP012022. In furtherance of this requirement, Pipeline (i) shall register with and use the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Pipeline during the term of the Contractor Agreement as related to the Project described in Work Order No. 6266PIP012022, and (ii) if Pipeline enters into a contract with a subcontractor during the term of the Contractor Agreement as related to the Project described in Work Order No. 6266PIP012022, (A) obtain from

the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien,” as that term is defined in Section 448.095(1)(k), Florida Statutes, and (B) maintain a copy of such affidavit for the duration of the Contractor Agreement as related to the Project described in Work Order No. 6266PIP012022.

(e) Notices. All notices due to District No. 5 under the Contractor Agreement or Work Order No. 6266PIP012022 as a result of this Partial Assignment shall be addressed and delivered to District No. 5 as follows:

Southern Grove Community Development District No. 5
c/o Special District Services, Inc.
10807 S.W. Tradition Square
Port St. Lucie, Florida 34987
Attention: District Manager

(f) Conflicting Provisions. In the event of a conflict between the terms and conditions set forth in the Contractor Agreement or Work Order No. 6266PIP012022 and the supplemental provisions and modifications as set forth in this Acceptance of Partial Assignment, the terms and conditions of these supplemental provisions and modifications shall govern.

DATED this ____ day of _____, 2022.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

Secretary/Assistant Secretary

By: _____
Frank Covelli
Chairman, Board of Supervisors

* * *

CONSENT AND CONCURRENCE OF CONTRACTOR

Pipeline Utilities Incorporated, a Florida corporation, does hereby consent to and concur with the foregoing Partial Assignment by Pulte Home Company, LLC, to Southern Grove Community Development District No. 5 of the Contractor Agreement, solely with respect to the Project described in Work Order No. 6266PIP012022 for construction and installation of most or all of the Paar Drive (West) Water Mains, and agrees to all terms and conditions of acceptance of such Partial Assignment by District No. 5 as set forth above, including but not limited to the supplemental provisions and modifications to the Contractor Agreement as related to the Project described in Work Order No. 6266PIP012022.

DATED this ____ day of _____, 2022.

Witnesses

PIPELINE UTILITIES INCORPORATED

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

* * *

COMPOSITE EXHIBIT TO PARTIAL ASSIGNMENT
CONTRACTOR AGREEMENT AND WORK ORDER NO. 6266PIP012022

WORK ORDER
to
Master Land Trade Contractor Agreement

Pulte Market/Division:	South East Florida
Pulte's Project Representative:	Garrett Dinsmore
Contractor and Representative:	Pipeline Utilities
Type of Trade:	Pipeline
Master Land Trade Contractor Agreement "Effective Date":	03-29-21
Work Order Number:	6266PIP012022
Work Order Commencement Date:	Upon Returned Signed Work Order
Retainage held (% and Draw/Final):	10%
Project & Phase:	Del Webb – Ph5A PAAR Drive
LDA Number:	410626601
Account Category:	10494

This Work Order is issued pursuant to the Master Land Trade Contractor Agreement dated as of the Effective Date indicated above between Pulte and Contractor. Contractor accepts this Work Order and agrees to perform the Work described in Schedule A attached hereto for the above-referenced Project for the Work Price set forth in Schedule B attached hereto. Pulte agrees to pay Contractor the Work Price subject to the terms and conditions contained herein and in the Master Land Trade Contractor Agreement. This Work Order covers the completion of the Work (including without limitation the provision of all necessary labor and supply of all Materials) described herein and in the schedules, exhibits and documents attached hereto for the above-referenced Project.

Contractor acknowledges that the prices set forth herein include all applicable sales tax, duties, labor, delivery, equipment, handling, bonding, royalty fees and license fees. Prices are effective on or after the date of Pulte's execution of this Work Order.

Prices specified herein shall remain fixed until otherwise agreed in writing by a Pulte authorized representative. Price changes shall not become effective unless and until a Change Order to this Work Order is executed by an authorized representative of Pulte and Contractor.

Invoices for non-contracted items must be supported by a purchase order or field Work Order executed by a Pulte authorized representative.

The documents listed below are incorporated as part of this Work Order: Per proposal dated 01/14/22:
DWT 5A – PAAR Drive 16” water main extension \$700,983.75

Total: \$700,983.75

Each party signing this Work Order has read the above-referenced Master Land Trade Contractor Agreement, the additional provisions contained herein and the Schedules described above and attached hereto, and accepts and agrees to be bound thereby. Contractor acknowledges having received a copy of the Master Land Trade Contractor Agreement and all schedules and exhibits to this Work Order prior to execution.

Contractor – Pipeline Utilities	Pulte Home Company, LLC, successor by conversion of Pulte Home Corporation.
Signed: _____	Signed: _____
Print Name: _____	Print Name: Garrett Dinsmore
_____	_____
Title: _____	Title: <u>Director Land Development</u>
Date: _____	Date: _____

Signed: _____
Print Name: Patrick Gonzalez

Title: <u>VP Land Development</u>
Date: _____



To:	Pulte Group	Contact:	Garrett Dinsmore
Address:	4400 PGA Blvd, Suite 700 Palm Beach Gardens, FL 33410	Phone:	(561) 206-1458
		Fax:	
Project Name:	DEL WEBB 5A - PAAR DRIVE	Bid Number:	2
Project Location:	Del Webb 5A, Port St Lucie, FL	Bid Date:	1/14/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1000	MOBILIZATION & SUPERVISION	1.00	LS	\$15,000.00	\$15,000.00
1005	SURVEY, LAYOUT AND AS-BUILTS	1.00	LS	\$13,000.00	\$13,000.00
1006	DENSITY TESTING	1.00	LS	\$3,350.00	\$3,350.00
1017	WATER MAIN -16" C-900	3,701.00	LF	\$126.00	\$466,326.00
1036	WATER PRESSURE TEST	3,701.00	LF	\$3.00	\$11,103.00
1040	WATER MAIN SAMPLE POINTS	4.00	EACH	\$950.00	\$3,800.00
1070	WATER MAIN FILL & FLUSH - 4"	1.00	EACH	\$29,750.00	\$29,750.00
1088	WATER MAIN 16" GATE VALVE WITH BOX	6.00	EACH	\$8,165.00	\$48,990.00
1108	FIRE HYDRANT	8.00	EACH	\$6,235.00	\$49,880.00
1115	WATER MAIN 2" BLOWOFF	1.00	EACH	\$2,150.00	\$2,150.00
9005	SILT FENCE	7,500.00	LF	\$1.10	\$8,250.00
9010	GRIND/CLEAR/DISPOSE APPROX 3,700 LF X 20 LF AREA OF EXISTING VEGETATION WITHIN PAAR DRIVE ROW	1.00	LS	\$13,300.00	\$13,300.00
9050	GRADE & SOD	3,701.00	LF	\$9.75	\$36,084.75

Total Bid Price: \$700,983.75

Notes:

- This proposal is based on plans and specifications prepared by KIMLEY-HORN, entitled "DEL WEBB PH. 5A - PAAR DRIVE", consisting of (30) sheets, with latest revision dated 8/17/2021. Our bid proposal is based on meeting the plan requirements. We accept no responsibility for the plans or specifications complying with all necessary codes and regulations.
- Bid Proposal is good for 10 days only, and can be extended only at the discretion of Pipeline Utilities, Inc.
- Material prices are good for 10 days only. Please note, due to current market volatility, material prices may escalate between bid date and project start date. Any increase will be documented and change ordered to the contract.
- Performance, Payment, or Maintenance Bonds are not included.
- Engineering is not included.
- Permits (including dewatering, Right-of-Way, etc.) and associated fees are not included.
- Any removal and / or restoration of existing asphalt, rock base, concrete, irrigation, fencing, grassing/landscaping, driveways, curbing, sidewalk, etc., is by others.
- Our prices are based on mobilizing one time and performing all work in a continuous operation. Should any item or items be deleted, prices quoted are subject to revision. Should customer's scheduling dictate remobilization, a reasonable fee will be added per occurrence.
- All silt fencing, floating turbidity barriers, erosion control, and costs associated with the implementation of Best Management Practices (NPDES) are by others.
- All Maintenance Of Traffic (MOT) is by others, including, but not limited to, design, set-up, removal, maintenance and temporary striping. All signs, devices, barrier wall, etc. are by others.
- We have not included any sheeting or shoring. Our prices are based on meeting O.S.H.A. trench standards through proper sloping.
- Allowance for utility conflicts and/or conflict boxes are not included.
- Costs associated with engineering investigation of existing utilities are not included.
- Coordination, relocation and/or removal of existing utilities is by others.
- Removal and disposal of surplus excavation or construction debris is not included, nor is the removal and disposal of any and all hazardous materials encountered.

- We will set drainage and sewer structure tops one time to proposed grade +/- .10'. Any further adjusting of grade, or repairing will be extra.
- After our work has been installed, backfilled and compacted, we will rough grade impacted area to plus or minus 1' of previous grade. Any final grading necessary to be by others.
- After our work has been installed and inspected by Engineer's inspector and deemed to be acceptable, any damage by others and/or infiltration of debris in system is not the responsibility of Pipeline Utilities, Inc. All corrective expense necessary to be paid by others.
- We have not included rock excavation and/or excavation of unsuitable sub-surface material, i.e. muck, etc.
- We have not included bedding rock should existing subsurface conditions warrant its' use.
- We have not included cleaning out existing drainage system should that be necessary.
- Our proposal does not include pumping down, cleaning out or TV/Laser Profile inspection of the proposed drainage system after installation. This work, if required can be performed on a cost plus / equipment rental basis.
- If an agent and / or attorney are employed by Pipeline Utilities Inc. for collection of any delinquent payment, Customer agrees to pay in addition to the service charge all fees for the service of such agent and / or attorney (including but not limited to expenses, regardless of whether or not suit be brought). This quotation and agreement shall be governed by the laws of the state of Florida without regard to principles of conflicts of laws. Venue of all proceedings shall be in Palm Beach County Florida, and Customer waives whatever rights it may have in the selection of venue and hereby consents to jurisdiction.
- Pipeline Utilities Inc. utilizes Florida Statute 713, known as the "Construction Lien Law". Please be aware that the statute provides for a 90-day period from last work performed in which to file a claim of lien. If payments are not made in accordance with contractual terms, unless agreed to otherwise, then our remedy is to file a lien. This can especially become pertinent when we have achieved substantial completion, yet final completion may be more than 90 days away. Any payment, including retainage, must be made prior to the 90-day period expiring.
- Engineering is not included.
- All video taping of construction site is by others.
- All irrigation work, temporary or permanent is by others.
- All temporary pavement restoration is by others.
- All temporary facilities (office, power, restroom, etc.) are by others.
- Tree protection is by others.
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- Does not include road, sidewalk or curb. To be done by others.
- We have not included any item unless it is specifically stated in our proposal.
- Pipelines one year warranty begins when each system is put into service for its intended purpose, or we have achieved a conditional final, whichever comes first.

Payment Terms:

Terms of payment: Pipeline Utilities, Inc. will submit invoices on the last day of the month, to be paid by the 20th of the following month.

<p>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>Pipeline Utilities Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Austin Tyo (561) 842-8833 x402 austin@pipelineutilities.com</p>
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To:	Pulte Group	Contact:	Garrett Dinsmore
Address:	4400 PGA Blvd, Suite 700 Palm Beach Gardens, FL 33410	Phone:	(561) 206-1458
		Fax:	
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Master Land Trade Contractor Agreement

Effective Date:			
Company	Full Legal Company Name: Pulte Home Company, LLC		
	Division(s): SEFL - 1070		
	Address: 4400 PGA Blvd., Suite 700		Phone: 561-206-1458
	City: Palm Beach Gardens		
	State: Florida	Zip: 33410	Email of Company Contact: Patrick.Gonzalez@Pulte.com
	Authorized Representative: Patrick Gonzalez		Cell Phone: n/a
Contractor	Full Legal Company Name: Pipeline Utilities, Inc.		
	Vendor Number (if assigned by Pulte):		
	Contractor License No.: CUC1225702		
	Employer I.D. No.: 59 - 1684417		
	Address: 3610 Fiscal Ct		Phone: (561) 842-8833
	City: Riviera Beach		gary@pipelineutilities.com
	State: Florida	Zip: 33404	Email of Contractor Contact:
	Authorized Representative: Gary Ducote, VP		Cell Phone: (561) 239-4475

THIS MASTER LAND TRADE CONTRACTOR AGREEMENT (“**MLTA**”) is by and between Company and its Affiliates engaged in residential homebuilding activities in the Division’s market area (collectively, “**Pulte**”) and Contractor, and is effective on the date set forth above.

1. **DEFINITIONS**

“**Affiliate**” means any person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with a party. As used in this definition “control” (including, with correlative meanings, “controlled by” and “under common control with”) shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interest, by contract or otherwise).

“**Agreement**” means: (a) this MLTA; (b) Work Orders; (c) exhibits to this MLTA; and (d) any amendments to this Agreement.

“**Applicable Laws**” means all applicable local, state and federal ordinances, laws, rules and regulations, including building codes, safety laws, FHA/VA requirements, occupational safety and health standards promulgated by the Secretary of Labor under OSHA, the Fair Labor Standards Act, the Immigration Reform and Control Act of 1986, any other federal or state labor or employment law, and environmental and natural resource laws, rules and regulations, including ordinances and policies.

“**Authorized Representative**” means the individual designated by each party to be principal point of accountability for coordinating and managing that party’s obligations under this Agreement.

“**Change**” means a modification, alteration or deviation in the Work, or additional services not described in the applicable Work Order.

“Claim” or **“Claims”** means any and all claims (including personal injury, bodily injury, death or property damage), demands, suits, actions, proceedings, citations, fines, penalties, obligations, damages, losses, liabilities, liens, awards, judgments, costs or expenses (including attorneys’ fees and costs, expert witness fees and costs and other expenses of any litigation, mediation, arbitration, judicial reference or other legal proceeding of any kind incurred as a result of such claims or in enforcing the indemnity obligations set forth in this Agreement), of every kind or nature, whether based on tort, contract, or equitable principles.

“Construction Schedule” means the schedule for a Project.

“Contractor’s Agents” means suppliers, subcontractors, laborers, materialmen, engineers, agents, consultants and other persons from which Contractor purchases or contracts for labor and Materials required to perform the Work and any other entity or person under the direction of Contractor.

“Costs” means all direct and indirect costs, fees, damages, fines, penalties, and all other expenses incurred or paid by Pulte in connection with the Work or this Agreement, including costs of Materials, labor costs, equipment costs, production stoppage costs, and legal fees and expenses.

“Force Majeure Event” shall mean any delay caused by any condition beyond the reasonable control of either Pulte or Contractor, such as an act of God; flood or other severe weather conditions; fire or other casualty; delay caused by any governmental authority unrelated to any act of failure to act by either Pulte or Contractor; any act of terrorism or sabotage; and/or a civil riot. Any strike or other labor difficulties shall not be considered a Force Majeure Event for the purposes of this Agreement if such labor difficulties are caused by the action or inaction of Contractor.

“Indemnitees” means Pulte and its members, managers, shareholders, subsidiaries and Affiliates, and the officers, directors, shareholders, insurers, representatives, agents, employees, successors and assigns of all such parties.

“Liens” shall refer to any and all mechanics’ liens, materialmen’s liens, construction liens, stop notice or bond claims or any attachments, levies, garnishments, or suits.

“Materials” means any and all materials and supplies included with or used in connection with Work which may be designated by Pulte in the Work Order or any Specifications for a Project.

“NPDES Permit(s)” means a permit obtained by Pulte under the National Pollutant Discharge Elimination System (**“NPDES”**) for a Project.

“Project” means a Pulte community or any other project designated by Pulte.

“Specifications” means all plans, reports, drawings, sketches, renderings, maps, specifications, option lists and other related documents in connection with any Project, including specific trade scopes of work, job-site specifications, Pulte Construction Standards, working drawings and all revisions thereto made throughout the progress of the Project.

“Stormwater Applicable Laws” means the Federal Water Pollution Control Act of 1972, as amended, and all federal, state and local laws, rules, regulations, ordinances, and policies relating to stormwater pollutants, sedimentation control and erosion control.

“SWPPP” means an erosion, sedimentation, and stormwater pollution prevention plan prepared by Pulte for a Project to comply with the NPDES, and other requirements, in order to control pollutant, erosion, sediment, and stormwater discharges and to prevent certain non-stormwater discharges.

“Warranty Period” shall be the period of time beginning on the date of Contractor’s commencement of the Work and continuing for the longer of: (a) one year after the date following the completion and final acceptance of the entire Project; (b) one year after the dedication to a governmental entity, if applicable; or (c) such longer period as may be provided under Applicable Law.

“Waste” means waste material, spoils, dirt, mud, scrap, debris, trash, excess Materials and rubbish.

“Work” means the construction and services required by or reasonably inferred from this Agreement, whether completed or partially completed, and includes all other labor and Materials provided or to be provided by Contractor to fulfill Contractor’s obligations. The Work may constitute the whole or a part of a Project. Touchup work, punch list work and minor patching are considered a part of the Work.

“Work Order” means Pulte’s request and authorization for Contractor to perform Work with respect to a Project in accordance with the terms and conditions of this Agreement and may include any combination of: (a) a purchase order, release, Schedule A or other request for Work; (b) job initiation order or notice to proceed; (c) Specifications; (d) the Construction Schedule; and (e) any applicable Change. Work Orders may be in written or electronic format, and may be provided by or through any media, platform or mode of communication selected by Pulte.

“Work Price” means the agreed upon price for Work set forth in the applicable Work Order and may include a schedule of prices, values, or labor and/or Materials rates or other documents specifying the amounts Pulte will pay Contractor for the Work. Contractor and Pulte intend that payment of the Work Price will compensate Contractor for all Work described in a Work Order and required thereby and by this Agreement, including all necessary labor, Materials and any applicable taxes required for Pulte to use and build upon the Project jobsite for its intended purpose, excluding only those items which are expressly excluded from such Work Price in the applicable Work Order.

2. BACKGROUND

2.1 **Purpose.** Pulte and Contractor desire to enter into a business relationship covering Contractor’s provision of Work in connection with Projects. This MLTA sets forth the terms under which Pulte may request and Contractor shall provide Work.

2.2 **Term of Agreement.** This Agreement shall be effective on the Effective Date and continue for an initial term of 2 years, unless earlier terminated in accordance with its terms. This Agreement shall automatically renew on the same terms for consecutive 1 year terms unless either party provides written notice of its intent not to renew this Agreement, not less than 90 days prior to the expiration of the initial term or then-current term. In the event that Contractor elects not to renew this Agreement, Contractor nevertheless shall complete all outstanding Work Orders in accordance with the terms of this Agreement and the applicable Work Orders.

2.3 **Order of Precedence.** The provisions of the documents comprising the Agreement shall, to the extent possible, be interpreted consistently, and in a manner so as to avoid conflict. In the event of a conflict or inconsistency, the following order of precedence shall apply: (i) any amendments to this MLTA; (ii) the terms of this MLTA; (iii) exhibits to this MLTA; (iv) the applicable Work Order.

2.4 **Bid Documents.** Bid documents are not incorporated into this Agreement.

2.5 **Conflicts and Inconsistency with Other Documents.** Any and all terms on any other agreements, contracts, proposals, bids, acknowledgements, invoices or other documentation are void to the extent of any conflict or inconsistency with this Agreement.

3. ORDERING PROCESS

3.1 **Specifications.** During the term of this Agreement, Pulte may make available Specifications and related documents and information to Contractor related to a specific Project and ask Contractor for a bid or proposal for Work. If requested by Pulte, Contractor may, at no cost to Pulte, work on the initial development of the Specifications for a specific Project, provided that such assistance by Contractor shall not entitle Contractor to any Work Orders.

3.2 **Jobsite Inspection.** In connection with Contractor's bid or proposal for Work, Contractor shall: (a) inspect the applicable Project jobsite, if necessary, available and accessible, and review the Specifications for the Project in formulating and preparing its bid or proposal; (b) identify all proposed Contractor’s Agents; (c) provide all information requested by Pulte, including detailed take-offs, specifications and literature for Materials, quantities, unit costs, labor costs and hours, submittals, shop drawings, insurance costs and other overhead; and (d) investigate and confirm that its proposed Work complies with all Applicable Laws and immediately notify Pulte in writing of any portion of the Work that does not so comply.

3.3 **Ownership.** Contractor agrees that all Specifications, including copies thereof, are the property of Pulte and are not to be used on other work or given to other parties, except as required for the Work. Pulte shall be deemed the author and owner of the Specifications and shall retain all common law, statutory and other reserved rights, including copyright. All Specifications and all copies thereof shall be returned to Pulte upon completion of the Work.

3.4 **Work Orders.** During the term of this Agreement, Pulte may issue Work Orders to Contractor for Work. Items of Work omitted from Work Orders or Specifications that are clearly inferable from the information presented therein shall be provided and performed by Contractor and shall be deemed to be part of the Work at no additional cost to Pulte. Contractor shall immediately notify Pulte of any discrepancy, error, conflict or omission discovered by Contractor in the Work Orders or Specifications at any time.

3.5 **Changes to Work Orders.** If Pulte requests a Change that increases the cost of the Work, Contractor shall provide to Pulte, within a reasonable time, not to exceed 3 business days, a written report stating the estimated cost of such Change and estimated time to incorporate the Change into the Work and the impact upon the Work Price. Any mutually agreed Change that increases the Work Price for the applicable Work Order shall be set forth in writing as an amendment to the applicable Work Order. Any such Change shall contain a detailed description of the additional Work, a completion date and the amount(s) and schedule of payment of the Work Price authorized for such Change. Pulte shall have the right to request a Change that does not increase the cost of the Work. Pulte shall have the right to delete any portion of the Work described in a Work Order by giving at least 1 business day written notice to Contractor. The Work Price will be reduced by an amount equal to the price of the deleted Work determined by applying the same cost structure for Materials, labor, overhead and profit utilized in calculating the original Work Price.

3.6 **No Guarantee of Work.** This is a non-exclusive agreement and nothing herein constitutes a promise, guarantee, representation or commitment of any minimum or specified number of opportunities or that any Work Orders will be issued to Contractor. Contractor is not obligated to accept any Work Orders from Pulte, and Contractor shall accept or decline any Work Order, in writing, within 2 business days after issuance of the proposed Work Order by Pulte. Contractor's commencement of any portion of the Work under a proposed Work Order shall be deemed Contractor's acceptance of such Work Order.

4. **INITIATION OF WORK**

4.1 **Notice to Proceed.** Unless the Work Order specifies otherwise, Contractor shall have no authority to commence Work at any location of the Project until Contractor has received notice to proceed from Pulte.

4.2 **Permits.** Unless otherwise specified in the applicable Work Order, Contractor shall, at its sole cost, obtain all permits required for Contractor to perform the Work, including general land development and construction permits.

4.3 **Licensing.** Contractor must be properly authorized to do business in every jurisdiction where it shall perform the Work, and properly licensed to perform the Work by all necessary governmental authorities. Contractor shall maintain current copies of all licenses and certificates of competency required by all jurisdictions where Contractor shall perform Work and provide current copies of these documents to Pulte within 2 business days of request by Pulte.

4.4 **Jobsite Inspection.** Contractor, prior to commencing Work on the Project, or at any subsequent time as reasonably necessary, shall:

- (a) inspect the then-current state of the Project jobsite and review the latest version of the Specifications and Construction Schedules for the Project;
- (b) ascertain the jobsite conditions to be encountered in the performance of the Work;
- (c) report any discovered damage to Pulte;
- (d) verify that all Work, storage and access areas and surfaces related to or adjoining the Work are satisfactory for the commencement of the Work; and
- (e) notify Pulte of any discrepancy, error, conflict or omission discovered by Contractor regarding the Project, Specifications or Work Order.

4.5 **Acceptance of Jobsite.** The commencement of the Work by Contractor shall be deemed as Contractor's acceptance of the jobsite and all access and storage areas.

5. **PERFORMANCE AND PROGRESS OF WORK**

5.1 **Performance of Work.** Contractor shall perform all Work described in the applicable Work Order in accordance with this Agreement.

5.2 **Instructions to Contractor.** From time to time Pulte may issue instructions to Contractor identifying the Work to be performed at each specific location within the Project and establishing a Construction Schedule for that portion of the Work. Pulte may also direct that certain parts of the Work be prosecuted in preference to others in order to maintain the progress of the Project.

5.3 **Review.** Contractor shall stay informed regarding all changes in the jobsite, Specifications and Construction Schedules throughout the course of the Project. Contractor shall review the Construction Schedule daily to verify, prior to commencing any Work, any Changes and that the Materials, colors, options, elevations and orientation of the garage on the lot are correct.

5.4 **Costs of the Work.** Contractor shall furnish, at its own cost and expense, all labor, Materials, tools, equipment, facilities, light, appliances, fans, and any water pumping necessary to perform the Work. To the extent not otherwise provided, Contractor shall also furnish at its own cost and expense, electricity and heat necessary to perform the Work. Contractor shall pay all taxes, royalties and license fees applicable to such items furnished by Contractor and forms and methods used by Contractor in the performance of this Agreement. Contractor shall secure and pay for all government approvals necessary for the use of such items. Costs to locate and relocate existing utilities as well as all costs associated with tying into such existing utilities are included in the Costs of the Work. If Contractor uses Pulte's equipment or facilities, then Contractor shall reimburse Pulte, at a pre-determined rate prior to use thereof.

5.5 **Personnel.** Contractor shall have the necessary personnel available to meet the Construction Schedule and to compensate for weather delays.

5.6 **Project Meetings.** Contractor shall attend all Project meetings called by Pulte.

5.7 **Project Manager.** At all times when the Work is in progress, Contractor shall have a qualified, experienced and knowledgeable project manager, superintendent or foreperson, readily available or on the Project jobsite as Contractor's representative for the Project who is able to communicate in English with Pulte and others on the jobsite and is authorized to represent Contractor as to all matters on the Project and to make such monetary and non-monetary decisions on behalf of Contractor as may be necessary for the prompt and efficient performance of this Agreement. Prior to the commencement of Work, Contractor shall notify Pulte of the identity of Contractor's representative on the Project jobsite and any replacement representative. Pulte may reasonably reject Contractor's representative and any replacements.

5.8 **Conduct.** While at any Pulte facility or a Project jobsite, Contractor, Contractor's employees and Contractor's Agents shall conduct themselves in a professional manner, shall comply with all Project jobsite rules and regulations adopted by Pulte, and shall comply with all of Pulte's reasonable requests regarding personal conduct.

5.9 **Project Rules and Applicable Laws.** In connection with all of its activities under this Agreement, Contractor shall comply with all rules, programs and processes initiated by Pulte for the Project and all Applicable Laws.

5.10 **Archaeological Sites and Artifacts.** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or culturally significant artifacts, the Contractor shall immediately suspend any operations that would affect such items or areas and shall notify Pulte. The Contractor shall continue to suspend such operations until otherwise instructed by Pulte but shall continue with all other operations that do not affect those items or areas.

5.11 **OSHA Compliance.** Contractor acknowledges that the Occupational Safety and Health Act of 1970 (and any and all state and local laws related to occupational health and safety) (the "**OSHA Regulations**"), all as amended from time to time, require, among other things, all contractors and subcontractors to furnish to their workers employment and a

place of employment that is free from recognized hazards. In this regard, Contractor specifically agrees, without limitation of its general obligations under Section 5.9, as follows:

(a) Contractor will fully comply with the OSHA Regulations then in effect during the performance of any Work and will cooperate with Pulte and all subcontractors of Pulte in order to assure compliance with the OSHA Regulations.

(b) Contractor accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations on the Project jobsite and Contractor shall make available for Pulte's review all records and logs indicating such training was administered by Contractor to its employees.

(c) Contractor will assist Pulte in complying with the OSHA Regulations, including the preparation of a spill prevention, control and countermeasures plan (SPCC).

(d) Before using any chemicals in its performance of the Work for Pulte or incorporating any chemicals into Materials supplied to Pulte or to the Project jobsite, Contractor must give Pulte prior written notice of the existence and the possible exposure to such chemicals and deliver a material safety data sheet to Pulte.

(e) Contractor will fully comply (and will cause its employees and Contractor's Agents to comply) with all Project jobsite rules or regulations, including those that relate to safety, that Pulte may put in place. Even though Pulte may put some safety-related rules and regulations in place, Contractor acknowledges that it continues to be responsible for the safety of its employees and Contractor's Agents and that Pulte assumes no responsibility or obligation for their safety.

5.12 **OSHA Violations.** Pulte has entered into this Agreement with Contractor with the expectation that Contractor will perform Work on the Project jobsites fully in compliance with OSHA Regulations. Any failure by Contractor to do so could result in potential losses to Pulte (potential liability for injuries, administrative fines or penalties, operational costs due to work stoppages, etc.). Because of these potential losses, if Pulte identifies violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety by Contractor (or its employees or Contractor's Agents), Contractor shall, in addition to and not in place of any and all other rights and remedies that Pulte may have under this Agreement, reimburse Pulte for all Costs. Pulte may offset or back-charge these Costs against amounts that may otherwise be due from Pulte to Contractor under this Agreement. Although Pulte has the right to do so, Pulte has no obligation to monitor compliance with OSHA Regulations by Contractor (and its employees and Contractor's Agents). Pulte's failure to assess Costs against Contractor as provided in this Section 5.11 shall in no way waive any of Pulte's rights and remedies available under this Agreement or otherwise. Furthermore, failure to comply with this Section is a default by Contractor, giving Pulte the right to exercise any remedies (including termination, penalties and fines) available under this Agreement.

5.13 **Injuries.** Contractor shall immediately advise Pulte of any injury to any of Contractor's employees or Contractor's Agents at the jobsite and will provide Pulte with a written report regarding such injury within 24 hours of such injury.

5.14 **Safe and Clean Jobsite.** Contractor shall at all times keep all aspects of the Project jobsite, including any streets, alleys, sidewalks and storage areas, in a safe condition and free from all Waste generated in connection with the Work, and remove all such Waste from the jobsite or deposit it in such locations as Pulte may from time to time designate. When practicable, all such Waste shall be compacted before disposal. The interior and exterior of all homes on a Project are to be clean at all times to allow Contractor and all other contractors and subcontractors of Pulte to perform their work efficiently and safe. Upon completion of the Work, Contractor shall promptly remove all such Waste and tools from the Project jobsite. Contractor shall leave the Project jobsite and adjacent areas thereto in "broom clean" condition at the end of each day. Contractor shall also move all excess usable Materials and/or spoils provided to Pulte by Contractor in accordance with instructions issued by Pulte. If Contractor fails to clean up as provided herein, Pulte has the right, but not the obligation, to do so and Pulte shall be entitled to reimbursement from Contractor for all Costs of such clean up. If a dispute arises among Contractor, other contractors and Pulte as to the responsibility for maintaining the Project jobsite and the surrounding area free from Waste, Pulte may clean up and Pulte will allocate the Costs among those responsible, as reasonably determined by Pulte. Pulte's allocation of Costs shall be binding on Contractor.

5.15 **Noise.** Contractor shall comply with all requirements of the local jurisdiction within which a Project is located relating to construction noise.

5.16 **Work Hours.** Unless otherwise specified by Pulte, construction, alteration, or repair activities which are authorized by a valid permit shall be allowed only during the hours permitted by the local jurisdiction in which the Project is located. On weekends and federal holidays, construction shall be allowed only as permitted by the local jurisdiction and any active homeowners' association rules.

5.17 **Blasting.** If blasting activities are required for the Work, Contractor shall conduct the blasting activities in compliance with all Applicable Laws. Contractor shall submit blasting plans for review and approval by the local jurisdiction prior to commencing any blasting activities.

5.18 **Excavation or Digging.** Contractor must verify that there is no conflict with the location of any utilities or landscaping prior to any excavation or digging. Contractor shall have all existing underground utilities located prior to excavation or digging. Contractor shall perform the Work so as to not damage utility lines and shall follow all applicable encroachment standards affecting the utility rights of way and adequately protect its own employees, and those of others and Pulte, in performing the Work.

5.19 **Pulte's Geotechnical Engineer.** Pulte will retain a geotechnical engineer (the "**Testing Firm**") to provide testing for Pulte's quality assurance. Pulte's testing does not relieve Contractor of the sole obligation to provide Pulte with compaction required, if any, in accordance with the applicable Work Order. Contractor is solely responsible for all repairs caused by improper use of soils or compaction and improper stabilizations of subgrades.

5.20 **Placement of Structural Soils.** Contractor must schedule the Testing Firm not less than 24, but not more than 72, hours prior to performing any structural soils placement and compaction. If the Testing Firm does not appear on site to test soils as scheduled, Contractor will do no structural soils placement until Contractor has notified Pulte in writing, and Pulte has returned written approval for the Work to continue. If Contractor places structural material without the Testing Firm present to approve the structural material placement, Contractor will be responsible for all costs associated with obtaining the Testing Firm's approval. In addition, Contractor will be responsible for all costs for correction of the Work as well as any other work which may be affected by the structural soils placement and compaction, including any work subsequently placed on the structural soil.

5.21 **Costs of Moving and Transporting Soils.** Unless otherwise specified in the applicable Work Order, all costs of moving and transporting soils necessary to complete the Work are included in the Work Price and Pulte will not be required to make any additional payment therefor.

5.22 **Use of Utilities.** Contractor shall not use any utilities, except those specifically provided by Pulte. Current homeowners' utilities shall not be used except where approved by homeowner for the purpose of completing warranty work.

5.23 **Coordination of Work.** Contractor shall coordinate its Work with Pulte and other contractors and subcontractors of Pulte so that Contractor's performance of its Work will not interfere with or cause problems, defects or delays in the work being performed by Pulte and its other contractors and subcontractors.

5.24 **Failure to Prosecute the Work.** If Contractor should fail or refuse to prosecute the Work properly and diligently or fail to perform any provisions of this Agreement and should any such failure or refusal continue for 48 hours after oral or written notice to Contractor, then such failure shall constitute a breach of this Agreement. Such breach shall entitle Pulte to immediately terminate this Agreement or the applicable Work Order and remedy the situation with all Costs being borne by Contractor.

5.25 **No Damages for Delays.** Pulte shall have no liability to Contractor if any other contractor fails to comply with its respective Construction Schedule thereby delaying the progress of the Work. Contractor expressly agrees not to make, and hereby waives, any and all monetary claims for damages against Pulte caused by any delay for any cause whatsoever, even those delays caused by Pulte or those delays for which Pulte may otherwise be liable. Contractor acknowledges that an extension of time shall be its sole and exclusive remedy in this regard. Should Contractor be delayed in the prosecution of any Work solely by the acts of Pulte or by a Force Majeure Event, the time allowed for completion of

the Work shall be extended by the number of days that Contractor has been thus delayed, but no allowance or extension shall be made unless a claim therefor is presented in writing to Pulte immediately upon the onset of such delay.

5.26 **Shortage of Labor or Materials.** Contractor shall give Pulte immediate written notice if Contractor foresees, experiences or is advised of any constraint, shortage or insufficiency in the supply of any Materials, labor or other items necessary for Contractor to timely perform its obligations under this Agreement. The giving of such notice shall not excuse Contractor from its obligations hereunder. In the event of any such constraint, shortage or insufficiency, Contractor shall, at its own cost and expense, use its best efforts to promptly resolve any such constraint, shortage or insufficiency, including increasing its forces, working such overtime or expediting the delivery of Materials or other items as may be required to bring its Work into compliance with the Construction Schedule. Contractor shall provide Pulte with priority of supply and labor over any other customer of Contractor at no additional cost to Pulte. In the event that Contractor is unable to remedy a Material shortage under this Section 5.22, Pulte may, at its sole discretion, locate, order and take delivery of affected Materials directly from the manufacturer or an alternative supplier and Contractor shall reimburse Pulte for all Costs associated therewith.

5.27 **No Changes to the Work.** Contractor shall not make any changes in the Work (including additions, deletions or substitutions) or perform any additional Work without the prior written consent of Pulte. Contractor will not receive any sums in excess of the Work Price or any extension in the Construction Schedule without first obtaining such prior written consent of Pulte. Any authorizations for changes in Work, including performance of additional Work, shall be subject to the terms of this Agreement and shall be upon such written forms as shall be provided by Pulte to Contractor.

6. RECEIPT AND PROTECTION OF MATERIALS; PROTECTION OF WORK

6.1 **Acceptance of Materials.** Contractor is responsible for accepting or rejecting all Materials. Contractor shall reject all Materials that do not conform to the Specifications. Contractor shall not install or use any damaged Materials.

6.2 **Risk of Loss.** All Materials delivered to and accepted by Contractor or transported by Contractor to and from the Project jobsite shall be at the sole risk and responsibility of Contractor.

6.3 **Protection of Materials and Work.** Contractor shall keep, store and maintain all Materials in good order and protect all Materials from damage, theft and loss. Contractor shall be solely responsible for the protection of and good condition of the Work until final completion thereof.

6.4 **Loss or Damage to Materials and Work.** Contractor shall protect the Work and all property adjacent to that upon which it is performing Work and the property, work and materials of other contractors and subcontractors from injury or damage arising out of the Work. In no event shall Pulte be responsible for loss or damage to the Work (except as a direct result of the intentional acts of Pulte), and Contractor shall indemnify and hold Pulte harmless from any such claims.

6.5 **Natural Disasters.** Without limiting the generality of the foregoing, Contractor shall take all precautions and actions that may be appropriate, regardless of whether requested by Pulte, to protect Materials and Work during predicted natural disasters, such as tornados, hurricanes, flooding, and severe thunderstorms.

6.6 **Damage, Theft, or Vandalism.** Contractor is solely responsible for its Materials, tools and equipment lost, damaged or stolen at the Project jobsite. Contractor shall be responsible for any defect in the Work or damages, theft or loss thereof caused by or resulting from its failure to adequately and properly protect the Work. Contractor shall be fully liable and responsible to Pulte for all Costs associated with any damage, loss, theft, or vandalism resulting from Contractor's failure to fully comply with the terms of this Section. Contractor acknowledges and agrees that Pulte owes no duty to protect the Work and if Pulte uses the services of any security guard that such services are for Pulte's exclusive benefit and that Contractor shall not rely upon such services.

7. PRICES AND PAYMENT

7.1 **Work Price.** Contractor shall perform the Work for the Work Price.

7.2 **Progress Payments.** Progress payments for the Work specified in the applicable Work Order shall be paid only after the following conditions have been met, which progress payments shall reflect adjustment in retainage, if any, under Section 7.7 for such Work:

(a) Pulte agrees that Contractor has, in fact, performed the percentage or stage of the Work (“**Applicable Work**”) that would trigger a progress payment according to the Work Order;

(b) The Applicable Work has been performed in accordance with all governmental requirements and, if requested, Contractor has provided Pulte with satisfactory evidence of the same;

(c) Contractor has delivered to Pulte Lien waivers in a form acceptable to Pulte from Contractor and from each Contractor Agent and Materials supplier that provided labor, Materials or other services in connection with the Applicable Work;

(d) The payment request and supporting documents comply with Pulte’s requirements;

(e) Contractor is in compliance with all insurance requirements set forth herein; and

(f) Contractor has corrected any defective Work in accordance with the provisions of this Agreement.

7.3 **Final Payment.** Final payment, including all retainage withheld in accordance with Section 7.7, for the Work specified in the applicable Work Order shall be paid only after the following conditions have been met:

(a) The Work has been fully completed, including all corrections to defective Work, as requested by Pulte;

(b) Pulte has provided final written approval of the Work;

(c) Contractor has delivered to Pulte final Lien waivers in a form acceptable to Pulte from Contractor and from each Contractor Agent and Materials supplier;

(d) The Work has been performed in accordance with all applicable governmental requirements and Contractor has provided Pulte with satisfactory evidence of the same;

(e) If requested by Pulte, Contractor has provided fully detailed “as built” drawings of its completed Work;

(f) Contractor has provided Pulte with copies of all written warranties and assignments of any manufacturer’s warranties from Contractor’s Agents and Materials suppliers as set forth in Section 10.2;

(g) Contractor has delivered all operating, servicing and maintenance manuals, if any; and

(h) Contractor has fully performed any other outstanding obligations under the applicable Work Order.

7.4 **Notice of Nonpayment.** Contractor agrees to notify Pulte within 5 business days if Contractor has not received payment in full within 60 days of payment becoming due as provided above. Failure to so notify all appropriate parties will result in Contractor forfeiting money due for such completed Work.

7.5 **No Waiver.** Payment under any Work Order is not evidence of performance of Contractor’s obligations under this Agreement, either in whole or in part, and payment does not constitute acceptance of defective Work.

7.6 **Contractor’s Acceptance of Final Payment.** Contractor’s acceptance of Pulte’s final payment shall be conclusive evidence that Pulte has made all payments due and owing with respect to the Work and Contractor shall have no further right to request any further payment with respect thereto.

7.7 **Retainage.** Subject to Applicable Laws, Pulte may retain up to 10% from amounts owing to Contractor under a Work Order. Such retainage may be retained by Pulte as long as permitted by Applicable Laws. If no Applicable Laws govern, Pulte may retain the retainage for such period of time during which a Lien or claim of Lien could lawfully be filed by anyone related to the applicable Work Order.

7.8 **Offsets and Backcharges.** Contractor agrees that amounts owed under any Work Order are subject to withholding, backcharge and offset by Pulte in the event of: (a) Contractor's breach of this Agreement; (b) any damages caused by Contractor; (c) any Liens, Costs or other claims arising out of the Work; (d) any Costs of curing defective Work or completing unfinished Work; (e) Contractor's breach of any other agreement between Contractor and Pulte; (f) claims or amounts due to Pulte regardless of whether they arise out of this Agreement; or (g) any other reason for withholding provided in this Agreement or under Applicable Laws. If Pulte terminates any Work Order as a result of Contractor's failure to comply with the terms and conditions of the Work Order or this Agreement, then Pulte shall have the right to terminate any other agreements between Contractor and Pulte.

7.9 **Effect of Contractor's Breach.** If Contractor breaches this Agreement, Pulte may stop all payments to Contractor until such time as Pulte ascertains its Costs resulting from the breach, at which time Pulte is authorized to deduct all Costs related thereto from any monies owed Contractor.

7.10 **Disputed Payments.** Contractor shall not delay or stop any Work by reason of Pulte's failure to make any payments if the failure is a result of a dispute as to the amount of the payment or whether payment is due.

8. LIENS; WAIVER OF LIENS

8.1 **No Liens.** Contractor shall pay when due, all claims for labor, equipment and Materials furnished to the Project as part of the Work, and all claims made by any benefit trust fund pursuant to any collective bargaining agreement to which Contractor may be bound, to prevent the filing of any Liens involving the Work, the Project or Contractor. Contractor shall within 5 days after notice take whatever action is necessary to terminate the effect of any Liens, including filing or recording a release or lien bond.

8.2 **Failure to Remove Liens.** Contractor's failure to comply with the requirements of Section 8.1 within a period of 5 days after notice from Pulte of any Liens shall entitle Pulte to terminate the applicable Work Order or this Agreement or both. In addition, Pulte may use whatever means it may deem best to cause the Liens, together with their effect upon the Project or any of Pulte's property or operations, to be removed, discharged, compromised or dismissed, including making payment of the full amount claimed, and the Costs thereof shall become immediately due and payable by Contractor to Pulte.

8.3 **Pulte May Withhold Payment to Contractor.** If Pulte receives notice of any failure to pay or notice of Liens (or intent to Lien) pertaining to Contractor, Contractor's Agents or the Work, Pulte may withhold the payment of any monies to which Contractor would otherwise be entitled to receive, until such time that Pulte has reasonable evidence that such Liens have been discharged.

8.4 **Direct or Joint Payments.** If Contractor fails to pay or discharge when due any monetary obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement, regardless of whether Liens have been or may be issued or filed with respect thereto, which monetary obligations in the opinion of Pulte are proper, Pulte may pay all or any part of such monetary obligations for Contractor's account or Pulte may issue payment jointly to Contractor and the applicable third party. Pulte has no obligation to make any such direct or joint payment and whether it chooses to make any such payment is solely at the discretion of Pulte. Any such payment made by Pulte shall constitute a payment to Contractor under this Agreement. Contractor hereby expressly waives and releases any claim against or right of recovery from Pulte because of any act or omission of Pulte in making any such payment and nothing herein shall be deemed to mean Pulte assumes any liability towards Contractor's Agents.

8.5 **Payment of Costs.** Contractor shall pay to Pulte upon demand all Costs in connection with the discharge and release of any Lien.

8.6 **Waiver of Lien Rights.** Contractor intends to furnish Work in the construction, repair or replacement of improvements upon real property owned or to be owned by Pulte.

(a) Notwithstanding any alleged breach of this Agreement by Pulte and to the extent not otherwise prohibited by Applicable Law, Contractor hereby waives and releases all Liens and rights to claim Liens that Contractor may have or hereafter be entitled to have as a result of the performance or furnishing of Work. Contractor waives any right to assert and agrees that it will not have such Lien claims against the real property on which the Work is performed or

directly against Pulte or Pulte's homebuyer. Contractor shall not assign any claim for payment or any right to perfect a Lien against Work, real property, or the improvements thereon, to any third person. Any such attempted assignment shall be invalid and not enforceable and shall be deemed a breach of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section 8.6(a) in all subcontracts for Work by which Contractor's Agents shall waive and release all Liens and rights to claim Liens.

(b) To the extent that Contractor's waivers of Liens and Lien rights in Section 8.6(a) are unenforceable, then, in addition to any notices required by Applicable Law, Contractor shall provide Pulte with written notice at least 10 business days before placing or filing any Lien against any real property upon which Work is performed.

9. QUALITY, INSPECTION AND CORRECTION OF WORK

9.1 **Quality of the Work.** Contractor shall perform the Work in a good and workmanlike manner, free of defects, in compliance with this Agreement, Applicable Laws, and all manufacturer's recommendations, installation guidelines and specifications, and to the satisfaction of Pulte. All Work shall meet or exceed the highest standards of the industry for residential construction in the same geographic area.

9.2 **Inspection of the Work.** Contractor shall inspect the Work for quality and completion. Unless otherwise directed by Pulte, Contractor shall schedule all inspections relative to the Work and shall perform any tests necessary to receive inspection approval. Pulte may hire third party inspectors and Contractor shall cooperate with such inspectors and make corrective Work they require, at no additional cost to Pulte.

9.3 **Correction of Deficiencies or Defects.** Contractor shall promptly correct all Work which Pulte deems deficient, defective or nonconforming. Contractor shall bear all costs of correcting such rejected Work without any increase in the Work Price. Pulte may nullify any previous approval of Work if it subsequently determines that the Work is defective or non-compliant with the Work Order. Contractor shall, within 2 business days after receiving notice from Pulte, remove all Materials, which Pulte rejects as unsound or improper, and Contractor shall repair or replace all Work rejected at Contractor's sole expense.

9.4 **Pulte's Rights.** If Pulte exercises any of its options, remedies or rights under the terms of this Agreement in the event of any material failure of performance or breach by Contractor, Pulte may: (a) use any Materials on the Project jobsite, which belong to Contractor, to complete the Work, whether such Work is completed by Pulte or others, and Contractor agrees that it shall not remove such Materials from the Project jobsite unless directed in writing by Pulte to do so; (b) eject Contractor from the Project jobsite; and (c) enforce any or all of Contractor's contracts with Contractor's Agents, true and complete copies of which (including all modifications and change orders) shall be provided by Contractor immediately upon Pulte's request. In exercising its rights under Section 9.4(c), Pulte shall only be acting as the authorized agent of Contractor and Pulte shall not incur any independent obligation in connection therewith.

10. WARRANTIES; WARRANTY WORK AND PERFORMANCE STANDARDS

10.1 **Materials and Work.** Contractor warrants and guarantees that: (a) all Materials, except materials provided by Pulte, shall meet or exceed the requirements of this Agreement and all Applicable Laws and shall be new, of good quality and free of Liens, security interests, claims or encumbrances; and (b) all Work shall meet or exceed the requirements of all Applicable Laws.

10.2 **Warranty.** Contractor warrants that the Work shall be and remain in conformity with the Specifications and Work Order, and free from defects or flaws for the Warranty Period. Upon Pulte's acceptance of the Work, Contractor shall deliver and transfer to Pulte any and all manufacturer's warranties for Materials. The warranties and guarantees contained herein shall in all cases survive termination of this Agreement and shall apply to both patent and latent defects in workmanship and materials.

10.3 **Warranty Work and Performance Standards.** If, during the applicable Warranty Period, the Work does not comply with the warranties set forth in this Agreement, then Contractor shall promptly repair or replace the Work at Contractor's sole cost and expense, within 48 hours after notice to do so, or within 3 hours after notice in the event of any emergency. Pulte shall determine whether an emergency exists, which generally includes those conditions involving the risk of harm to persons or property or which make the home not habitable comfortably. Repairs and replacements shall be

made in a diligent first-class manner with as little inconvenience as possible to Pulte and the homeowner. Contractor shall clean up thoroughly after repairs are completed. Neither repairs nor replacements shall be deemed to be complete until the defect or non-conformity has been permanently corrected. Contractor shall reimburse Pulte (or at Pulte's direction, the homeowner) for any damages to the Project jobsite or any home, for any damages to personal property located on the Project jobsite or at any home, and for any reasonable Costs incurred as a result of the inconvenience or loss of use and enjoyment of the Project jobsite or any home which is caused by the defect, non-conformity or the repairs or replacements. If Contractor fails or refuses to timely fulfill any of its warranty obligations, Pulte may repair or replace the applicable Work and Contractor shall reimburse Pulte for all Costs related thereto.

10.4 **Repairs After Expiration of the Warranty.** If the Work is determined by Pulte to be defective or otherwise non-conforming after the expiration of the Warranty Period but before the expiration of the applicable statute of limitations or repose, Contractor shall, upon request from Pulte, repair and replace such Work. Contractor shall use commercially reasonable efforts to promptly perform such repair and replacement at Contractor's sole cost and expense. If Contractor performs any such repair or replacement after the expiration of the Warranty Period and after the expiration of the applicable statute of limitations or repose, Pulte shall compensate Contractor for such repair or replacement activities at reasonable market rates. The provisions of this Section shall survive expiration or termination of this Agreement or completion of the Work.

10.5 **Notice and Opportunity to Repair Statutes.** Contractor shall cooperate with Pulte in connection with any matters relating to any applicable notice and opportunity to repair statutes. If Contractor fails or refuses to cooperate in that process, Pulte will have the right to correct any defective Work and damage caused as a result of such defective work, and Contractor shall, upon demand, immediately reimburse Pulte for all Costs incurred responding to such matters and performing all such repairs.

11. **GENERAL ENVIRONMENTAL COMPLIANCE**

11.1 **Compliance with Applicable Laws.** Contractor and Contractor's Agents shall fully comply with all Applicable Laws regarding the environment and natural resources.

11.2 **Storage of Materials.** Contractor is solely responsible for the proper use, storage and handling of all Materials, including potential pollutants, used in the Work, and for the generation, handling and disposal of all Waste resulting from the Work, in full compliance with all Applicable Laws regarding the environment and natural resources. In addition, Contractor shall immediately notify Pulte if Contractor or Contractor's Agents generate more than 100 kilograms of hazardous waste in any one month on a Project site.

11.3 **Impacts to Wetlands and Waters.** Contractor and Contractor's Agents shall not (i) cause any unpermitted impacts to wetlands, waters, habitats or designated protected areas, or (ii) violate any permits governing such matters or issued in connection therewith.

11.4 **Vehicles and Equipment.** Contractor and Contractor's Agents shall minimize any vehicle or equipment fueling, washing, maintenance or repair on a Project jobsite and any such activities shall not result in run-off or releases onto the ground or off a Project jobsite or into a storm water management or conveyance system. Contractor shall provide secondary containment for all petroleum products and potentially hazardous materials stored or used on any jobsite.

11.5 **Remediation.** Contractor will take immediate steps, at Contractor's sole expense, to cause to be remediated in full compliance with and to the full extent required by the Applicable Laws, any release or discharge by Contractor of any hazardous or other regulated substance on or from a Project jobsite.

11.6 **Failure to Correct Non-Compliance.** If Contractor fails to correct any non-compliance with this Section after written notice from Pulte, Pulte may, without assuming any liability therefor, correct such non-compliance and charge the Costs to Contractor.

12. **STORMWATER MANAGEMENT**

12.1 **Compliance with Stormwater Applicable Laws.** Contractor shall fully comply with all Stormwater Applicable Laws, Project NPDES Permit(s), and the Project SWPPP.

12.2 **Contractor's Representative.** Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor's employees and Contractor's Agents regarding compliance with the requirements of the Stormwater Applicable Laws, Project NPDES Permit(s), and Project SWPPP. Prior to commencing Work, the designated Contractor representative shall contact Pulte's jobsite stormwater representative to request information on stormwater management at the Project. Contractor and Contractor's Agents shall review prior to commencing Work on the jobsite, and shall abide by at all times, (i) all stormwater and jobsite orientation materials and direction provided by Pulte to Contractor, and as may be required by the Stormwater Applicable Laws, Project NPDES Permit(s), and Project SWPPP, and (ii) file all notifications, plans and forms required by Stormwater Applicable Laws, Project NPDES Permit(s), and Project SWPPP. Contractor is responsible for circulating information provided by Pulte regarding stormwater management to its employees and Contractor's Agents who will be working on the Project.

12.3 **Compliance with SWPPP.** Contractor shall require Contractor's Agents to immediately notify Contractor and Pulte of any source pollutants that Contractor's Agents intend to use on the jobsite that are not identified in the Project SWPPP, and require that each of Contractor's Agents on the Project immediately notify Contractor and Pulte of any corrections or recommended changes to the Project SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor's Agents shall discharge any prohibited non-stormwater discharges to stormwater systems or from the jobsite. If requested by Pulte, Contractor shall annually or at the completion of the Work, certify that the Work was performed in compliance with the requirements of the Stormwater Applicable Laws, Project NPDES Permit(s), and Project SWPPP.

12.4 **Best Management Practices.** Contractor acknowledges that periodic changes may have to be made to the Project SWPPP during the progress of the Work, and Contractor shall at all times comply with, and require that Contractor's Agents at all times comply with, the most current version of the Project SWPPP. Contractor and Contractor's Agents shall use best efforts to comply with the Project SWPPP practices and procedures, including the "best management practices," and Contractor shall implement "best management practices" to control erosion and sedimentation and to prevent the discharge of pollutants. Contractor shall ensure that all of Contractor's and Contractor's Agent's personnel are appropriately trained in the appropriate "best management practices", and trained to comply with the Project SWPPP, Project NPDES Permit(s), and Stormwater Applicable Laws.

12.5 **Notice of Discharge.** Contractor shall immediately notify Pulte if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the Project SWPPP, Project NPDES Permit(s), and Stormwater Applicable Laws, and (iv) any damage to or failure of a "best management practice" or any other stormwater and erosion and sediment control measure. Contractor shall retain all records relating to the Project SWPPP, Project NPDES Permit(s), and Stormwater Applicable Laws, and any and all violations of the same, for a period of three (3) years following completion of the Project, or longer as required by applicable law.

12.6 **Pulte's Right to Remediate.** Notwithstanding anything to the contrary contained herein, Pulte shall have the right, but not the obligation, to immediately remedy any violation of Stormwater Applicable Laws, Project NPDES Permit(s), and the Project SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Pulte remedy any such violation, Pulte shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Pulte shall have the right, in Pulte's sole and absolute discretion, to require Contractor to reimburse Pulte for the Costs incurred by Pulte to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Pulte for such Costs within ten (10) days after receiving Pulte's written request for payment of the same, Contractor will be in default of this Agreement, and Pulte shall have all rights and remedies available to Pulte as a result of a Contractor default. Nothing in this Section shall limit or modify in any way Contractor's obligations or Pulte's rights under other provisions in this Agreement.

13. **LABOR MATTERS**

13.1 **Not Pulte Employees.** Contractor acknowledges that (i) Contractor, its agents, its employees, or any individual who performs work for or at the request of Contractor is not an employee of Pulte and (ii) Pulte does not govern and is not responsible for any aspect of the employment relationship between Contractor and its employees.

13.2 **Contractor's Employees.** Contractor may recruit, interview, select, and hire individuals who, in Contractor's judgment, are best qualified to perform the Work. At Pulte's request, Contractor shall remove from the Project jobsite any employee who violates any Applicable Laws, makes threats or presents a potential danger to others at the Project jobsite, or improperly interferes with other work being performed at the Project jobsite, provided that this arrangement shall in no way affect the right of Contractor, in its sole discretion, to hire, assign, reassign and/or terminate its employees, contractors and subcontractors. In connection with performance of the Work, Contractor shall:

- (a) comply with any and all applicable federal, state and local equal employment opportunity/non-discrimination/anti-harassment laws and regulations including those precluding discrimination or harassment against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status required by law;
- (b) calculate, pay, and record wages and overtime of its employees in full compliance with the Fair Labor Standards Act, which prescribes standards for wages and overtime pay, and all other Applicable Laws. Contractor must seek legal advice and/or contact the U.S Department of Labor at 1-866-4-USA-DOL (1-866-487-2365) or applicable state governmental entity if it has any questions regarding wage and hour compliance;
- (c) calculate and pay all fringe or other benefit payment or contribution, including interest thereon, owed to Contractor's employees or third parties on behalf of Contractor's employees;
- (d) calculate, pay or withhold all required employment related taxes, including payroll taxes, insurance premiums and other government mandated charges for Contractor's employees;
- (e) maintain personnel, payroll, and timekeeping records for its employees;
- (f) ensure that all employees are properly classified under Applicable Laws and that any individuals retained as independent contractors are properly classified as such under Applicable Laws; and
- (g) comply with the Immigration Reform and Control Act of 1986 ("**IRCA**") and warrant that all employees of Contractor used to provide work or services to Pulte were hired in compliance with IRCA and all other Applicable Laws concerning the employment and verification of individuals authorized to work in the United States (including timely I-9 verification).

13.3 **Labor Harmony.** Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, Materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's Agents, Pulte or any other contractor or subcontractor on the Project. Contractor shall perform Work with labor that is compatible with that of other trades performing work at the Project jobsite, and Contractor shall exercise all due diligence to overcome any strike or other labor dispute or action.

13.4 **Eligible to Work Legally in the United States.** Contractor is solely responsible for the verification of each of its employee's and Contractor's Agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's Agents shall all be eligible to work legally in the United States; (b) Contractor will timely obtain, review and retain all documentation required by all Applicable Laws to ensure that each of its employees and each of Contractor's Agents is eligible to work legally in the United States; (c) Contractor shall comply with all Applicable Laws and other governmentally required procedures and requirements with respect to work eligibility,

including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of the Work.

13.5 **Compliance with Employment Laws.** Contractor understands and agrees that Contractor's compliance with all employment laws is very important to Pulte and is a condition to maintaining its relationship with Pulte. Contractor must immediately inform Pulte if it is audited or investigated by any government body or any employment related lawsuit is filed against it.

14. **RELATIONSHIP MANAGEMENT**

14.1 **Cooperation.** Each party shall reasonably cooperate with the other party in connection with its obligations under this Agreement. Such cooperation shall include informing the other party of all management decisions that the party reasonably expects to have a material effect on the obligations required to be performed by that party under this Agreement.

14.2 **Communication.** Contractor shall maintain electronic communications with Pulte via e-mail or the Internet and shall establish and maintain such other commercial communication methods and technical systems as Pulte may require from time to time.

14.3 **Verification of Performance of Obligations.** Contractor shall provide Pulte with all reports, documentation and information as Pulte reasonably requests to verify the performance of Contractor's obligations under this Agreement, including full reports of the progress of Work in such detail as may be required by Pulte including any shop drawings, as-built drawings and diagrams in the course of preparation, process, fabrication, manufacture, installation or treatment of the Work.

14.4 **Conduct of Contractor.** Contractor represents and warrants that it: (a) shall perform its obligations and deal with Pulte in good faith and with fair dealing; (b) shall conduct its business in a manner which reflects favorably on Pulte; (c) shall not engage in any deceptive, misleading, illegal or unethical business practices; (d) has not and shall not, directly or indirectly, request, induce, solicit, give or accept any bribe, kickback, illegal payment or excessive gifts or favors to or from Pulte or any Pulte employee, or any third party acting on Pulte's behalf; and (e) has not engaged in and shall not engage in any anticompetitive behavior, price fixing or any other unlawful restraints of trade. Contractor shall immediately provide written notice to Pulte of any of the foregoing upon Contractor's becoming aware of the same.

14.5 **Notice of Litigation or Investigation.** To the extent permissible under Applicable Law or agreement, Contractor shall notify Pulte in writing promptly of: (a) any litigation or arbitration brought against Contractor related to the Work; (b) any actions taken or investigations initiated by any governmental agency in connection with the Work; (c) any legal actions initiated against Contractor by governmental agencies or individuals regarding any illegal activities, including fraud, abuse, false claims or kickbacks; (d) any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event. At Pulte's request, and to the extent permissible under Applicable Law or agreement, Contractor shall provide to Pulte all known details of the nature, circumstances, and disposition of any of the foregoing.

15. **GOALS, CONTINUOUS IMPROVEMENT AND QUALITY**

15.1 **Cooperation.** Contractor acknowledges that Pulte's long-term goals may include: (a) shortening build-times for the Projects; (b) increasing flexibility; (c) achieving ongoing cost reductions; and (d) achieving specific quality goals and continuous quality improvement. Contractor agrees to cooperate with Pulte in working toward achieving these goals, which includes the obligations set forth in this Section. At least once each contract year at Pulte's request, the parties shall meet to review Contractor's competitiveness regarding pricing, quality, technology and services, with a view to assuring they remain competitive with other contractors in the marketplace.

15.2 **Improvements in Performance of Work.** Contractor understands that Pulte's selection of Contractor as a provider of Work is based in part on Pulte's belief that Contractor is committed to continuing to improve its performance of Work and to find cost savings over the term of this Agreement. Savings may relate to development and implementation of manufacturing efficiencies, feature improvements, component purchase price reductions, engineering breakthroughs or delivery and distribution enhancements that result in lower cost of Work or operating expenses for Contractor or Pulte. To

this end, Contractor shall use commercially reasonable efforts to continuously improve the performance and quality of Work, to assist Pulte in achieving costs savings associated with Work, and to reduce Contractor's costs of performing Work, through increases in efficiency and otherwise.

15.3 **Corrective Action Plan.** If Contractor fails to perform Work properly, Contractor shall promptly put into place a written corrective action plan, reasonably acceptable to Pulte, designed to ensure that Contractor will perform Work properly going forward.

16. **INSPECTIONS AND REVIEWS**

16.1 **Review of Books and Records.** At Pulte's request, Contractor shall allow Pulte or its designated representatives to review Contractor's applicable invoices, books and records to the extent necessary to verify Contractor's representations and charges to Pulte and compliance with this Agreement. Contractor shall reasonably cooperate with Pulte or its designated representatives in connection with such review. Upon completion of any such review, Pulte and Contractor shall review the report together and work in good faith to agree upon any adjustment of charges (including any reimbursement of overpayments) resulting from the review.

16.2 **Inspections.** Pulte and its agents shall have the right to inspect all Materials, facilities, Project jobsites and surrounding areas, to confirm Contractor's compliance with the requirements of this Agreement, including OSHA compliance. No inspection or failure to inspect by or on behalf of Pulte will increase Pulte's obligations or liabilities nor limit Pulte's rights or Contractor's obligations.

17. **INDEMNIFICATION**

17.1 **Indemnity.** To the extent permitted by law, Contractor hereby releases, covenants not to sue, and shall indemnify, defend and hold harmless Indemnitees from and against any and all Claims arising out of, resulting from, or relating to: (a) the performance or nonperformance of the Work, (b) defects in the Materials, (c) Contractor's or Contractor's Agents' failure to comply with the Stormwater Applicable Laws, NPDES Permit(s), or the Project SWPPP, (d) Contractor's or Contractor's Agents' failure to comply with the Fair Labor Standards Act, IRCA, or any other Applicable Laws concerning labor or employment, or (e) any other breach of this Agreement. Notwithstanding the preceding sentence, any promise to indemnify or hold harmless under this Agreement caused in whole or in part by any act, omission, or default of an Indemnitee, (i) shall be limited to a maximum liability of \$1 million per occurrence, as required under Florida Statute 725.06(1), and (ii) shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Indemnities or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or Contractor's Agents, as required under Florida Statute 725.06(1)(c). It is the intent of the parties that all indemnification provisions of the Agreement be interpreted so as to be consistent with Florida Statutes 725.06 and to indemnify the Indemnities to the fullest extent permitted by law and this Agreement. The parties agree that each has had full and fair opportunity to consider the limitations included in this section and such limitations are commercially reasonable with regard to the Agreement.

17.2 **Statutory Limits Inapplicable.** In any and all Claims against any Indemnitee brought by Contractor or Contractor's Agents, the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or Contractor's Agents under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

17.3 **Indemnification and Defense Obligations.** Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

17.4 **Homeowner Claims.** In the event any Indemnitee is required to mediate or arbitrate a Claim with a homeowner arising out of or relating to Work, an Indemnitee may, in its sole discretion, require Contractor to participate in the mediation and/or arbitration in accordance with the Federal Arbitration Act, and pursuant to the applicable rules of the American Arbitration Association as determined by Pulte's contract with the homeowner. Any award rendered by the arbitrator may be confirmed, entered and enforced in any court having jurisdiction and Contractor and the Indemnitee(s) shall be bound by that decision.

17.5 **Survival.** The provisions of this Section 17 shall survive expiration or termination of this Agreement or completion of the Work and shall continue until such time it is determined by final judgment that the Claim against Indemnitees is fully and finally barred by the statute of limitations. The indemnification obligations shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise exists in favor of Pulte or any Indemnatee.

18. **INSURANCE.** Contractor shall carry, with insurance companies rated A- VII or better by A.M. Best Company, the following insurance coverage continuously during the life of this Agreement, and thereafter as provided below:

18.1 **Commercial General Liability Coverage.**

(a) Commercial General Liability Insurance (“**CGL**”) coverage shall be on an occurrence form containing limits of at least \$1,000,000.00 per occurrence/\$2,000,000.00 general aggregate/\$1,000,000.00 products-completed operations, protecting against property damage, bodily injury and personal injury claims arising from the exposures of:

- (i) Premises or ongoing operations;
- (ii) Products-completed operations, which shall:
 - (A) cover materials designed, furnished and/or modified in any way by Contractor;
 - (B) have a separate aggregate limit at least equal to the CGL per occurrence limit; and
 - (C) be maintained through the longer of the statute of limitations or repose period for construction defect and products liability claims in the state where the Work is performed. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds;
- (iii) Independent contractors;
- (iv) Contractual liability; and
- (v) Property damage resulting from explosion, collapse, or underground (x, c, u) exposures (if applicable).

(b) The CGL coverage must be primary. Any of Pulte’s insurance shall be considered excess to all primary and excess insurance of Contractor for the purpose of responding to claims. The following wording must be included in the Description of Operations on the Certificate of Insurance: “This insurance is Primary and Non-Contributory.”

(c) Contractor’s CGL policy includes a waiver of subrogation in favor of PulteGroup, Inc., its subsidiaries and affiliates, by referencing and attaching the required endorsement.

(d) The policy shall not contain exclusions for the Work, including exclusions for residential construction, attached product (if applicable), liability that arises from a dispute governed by a notice and opportunity to repair statute, or any Contractor's Agent's Work or injuries to its employees or agents (if Contractor subcontracts any portion of the Work). For attached product, the following wording must be included in the Description of Operations on the Certificate of Insurance: “No exclusionary language or limitations relating to residential construction, condominiums, multi-family, or multi-unit dwelling.” For detached product, the following wording must be included in the Description of Operations on the Certificate of Insurance: “No exclusionary language or limitations relating to residential construction.”

(e) PulteGroup, Inc., its subsidiaries and affiliates, shall be named as additional insureds on the CGL policy by having the insurance carrier issue an additional insured endorsement(s) at least as broad as the ISO CG 2010 11/85 Additional Insured - Owners, Lessees or Contractors - Form B endorsement. Such additional insured status under the CGL policy shall not be limited by amendatory language to the policy. Further, this endorsement shall:

- (i) Provide coverage for both premises/ongoing operations and products-completed operations to the benefit of the additional insured; and
- (ii) Provide coverage to the full extent of the actual limits of Contractor's coverage even if such actual limits exceed the minimum limits required by this Agreement.

(f) Owners and Contractors Protective Liability Policies cannot fulfill the requirement for CGL coverage under this Agreement.

(g) In the event that Contractor opts to participate in any alternative general liability insurance program offered through Pulte as a means to fulfill the requirement for CGL coverage, Contractor agrees that Pulte may deduct premium payments due Contractor under this Agreement.

(h) In the event that Contractor provides Work for a Project covered by an Owner Controlled Insurance Program arranged by Pulte, the CGL requirements are hereby waived for purposes of that Project only.

18.2 **Automobile Liability Coverage.** Contractor shall carry automobile liability coverage with a combined single limit of \$1,000,000 insuring against bodily injury and/or property damage arising out of the operation, maintenance, use, loading or unloading of any auto including owned, non-owned, and hired autos. PulteGroup, Inc., its subsidiaries and affiliates, shall be named as additional insureds on the automobile liability policy.

18.3 **Workers' Compensation and Employer's Liability Coverage.**

(a) Contractor shall carry workers' compensation insurance providing statutory benefits imposed by applicable state or federal law such that: (1) Pulte shall have no liability to Contractor, its employees or Contractor's Agents; and (2) Contractor shall satisfy all workers' compensation obligations imposed by state law.

(b) This policy shall include a documented waiver of subrogation in favor of PulteGroup, Inc., its subsidiaries and affiliates (in states where permitted).

(c) If any of Contractor's employees or Contractor's Agents are subject to the rights and obligations of the Longshoremen and Harbor Workers Act or any other maritime law or act, the workers' compensation insurance must be broadened to provide additional required coverage.

(d) For purposes of worker's compensation coverage, Contractor agrees that Contractor, Contractor's employees and Contractor's Agents are not employees of Pulte and are therefore not beneficiaries of any Pulte coverage.

(e) Contractor may satisfy its workers' compensation obligations by providing documentation of current authorization from the appropriate state authorities for the state(s) where the Work is performed indicating that Contractor is adequately self-insured for workers' compensation claims.

(f) Contractor shall carry employer's liability coverage with limits of not less than:

- (i) \$500,000 Each Accident
- (ii) \$500,000 Aggregate Policy Limit for Disease
- (iii) \$500,000 Each Employee

18.4 **Pollution Liability Insurance.** Contractor shall carry the insurance required under this Section 18.4 if any of the Work involves demolition; disturbing or otherwise handling asbestos containing materials, lead based paint, pollutants or hazardous or toxic materials; mold remediation or similar environmental scopes of work.

(a) Contractor shall carry Pollution Liability insurance ("PL") coverage with limits of at least \$5,000,000.00 per occurrence and in the aggregate insuring against losses for Clean-up, Bodily Injury, Property Damage or Natural Resource Damage that Contractor becomes liable to pay to a third party, including local, state or federal government, for a pollution release, including contaminants associated with asbestos, lead based paint, PCB's or other pollution conditions, arising from Work performed at a Project.

(b) The PL policy shall include coverage for loss due to loading, transporting or unloading of asbestos, lead-based paint or other products or hazardous or toxic substance or material performed by or on behalf of Contractor or Pulte.

(c) If PL coverage is carried on a claims made basis, the policy limits must be at least \$5,000,000.00 per claim and in the aggregate, or limit carried, whichever is greater, and the PL policy must be in effect as of the date of commencement of performance of the Work and be maintained for a minimum of 3 years thereafter.

(d) PulteGroup, Inc., its subsidiaries and affiliates, shall be named as additional insureds on the PL policy.

18.5 **Umbrella or Excess Coverage.** To the extent Contractor carries umbrella or excess insurance above the minimum required limits stated in this Agreement, the protection afforded the additional insureds in the umbrella or excess liability insurance shall be as broad or broader, than the coverage in the underlying insurance and in accordance with this Agreement. Each umbrella or excess liability policy shall specifically state that the insurance provided by Contractor shall be considered primary.

18.6 **Deductibles.** Contractor shall disclose all applicable policy deductibles and/or self-insured retentions (“**SIR**”) and be liable for all costs within the deductibles and/or SIR.

18.7 **Certificates of Insurance.** Prior to commencement of the Work, Contractor shall evidence that such insurance is in force by furnishing Pulte with a certificate of insurance, or if requested by Pulte, certified copies of the policies. Notwithstanding the non-renewal or termination of this Agreement, Contractor shall provide renewal certificates and endorsements to Pulte for so long as the applicable insurance is required to be maintained pursuant to this Section 18. Renewal certificates shall be provided at least 10 days prior to expiration of the policy. The certificate shall evidence the requirements of this Agreement and specify that:

(a) PulteGroup, Inc., its subsidiaries and affiliates, are additional insureds on the CGL and automobile policies, and if applicable the umbrella and/or excess policies, by referencing and attaching the required endorsement;

(b) The policy does not contain exclusions for the Work and/or for duties performed by Contractor pursuant to this Agreement, including residential construction, attached product (if applicable), or liability that arises from a dispute governed by a notice and opportunity to repair statute. For attached product, the following wording must be included in the Description of Operations on the Certificate of Insurance: “No exclusionary language or limitations relating to residential construction, condominiums, multi-family, or multi-unit dwelling.” For detached product, the following wording must be included in the Description of Operations on the Certificate of Insurance: “No exclusionary language or limitations relating to residential construction.”

(c) Contractor’s coverage is primary and Pulte’s insurance is excess for any Claims. The following wording must be included in the Description of Operations on the Certificate of Insurance: “This insurance is Primary and Non-Contributory;”

(d) Contractor’s CGL policy contains contractual liability coverage;

(e) Contractor’s workers’ compensation policy includes a waiver of subrogation in favor of PulteGroup, Inc., its subsidiaries and affiliates (in states where permitted), by referencing and attaching the required endorsement;

(f) Contractor’s CGL policy includes a waiver of subrogation in favor of PulteGroup, Inc., its subsidiaries and affiliates, by referencing and attaching the required endorsement; and

(g) Contractor must provide evidence of workers compensation in the states(s) that it operates by either listing on the certificate those states listed in item 3.A. of the Information Page of the workers compensation Policy or attaching a copy of the Information Page.

18.8 **Contractor’s Agent(s).**

(a) If Contractor subcontracts any portion of the Work, Contractor shall nevertheless be bound to indemnify Indemnitees as provided in this Agreement on behalf of Contractor's Agent(s). Contractor shall require that Contractor's Agent(s) indemnify Indemnitees as provided in this Agreement and carry insurance as set forth in this Agreement prior to permitting Contractor's Agent(s) to commence such portion of the Work.

(b) Contractor shall require in its purchase orders that its suppliers indemnify Contractor and Indemnitees from all claims arising from any Materials included in any Work.

18.9 **Modifications.**

(a) Any attempt by Contractor to cancel or modify insurance coverage required by this Agreement, or any failure by Contractor to maintain such coverage, shall be a default under this Agreement and, upon such default, Pulte will have the right to immediately terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies, Pulte may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.

(b) The amounts and types of insurance set forth above are minimums required by Pulte and shall not substitute for an independent determination by Contractor of the amounts and types of insurance which Contractor shall determine to be reasonably necessary to protect itself and its Work.

19. **TERMINATION**

19.1 **By Contractor.** Contractor may terminate this Agreement if Pulte commits a material breach of this Agreement and fails to cure such breach within 30 days of its receipt of written notice of the breach from Contractor.

19.2 **By Pulte.** Pulte may terminate this Agreement or any individual Work Order, with or without cause, effective upon notice to Contractor. A termination "for cause" includes circumstances where: (a) Contractor fails to comply with this Agreement; (b) Contractor indicates or makes any statements indicating that Contractor will not perform its obligations under this Agreement; (c) in the event of any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event; (d) Contractor refuses or neglects to supply Work of proper quality, as determined by Pulte; (e) Contractor fails to make prompt payment to Contractor's Agents or for Materials, equipment or labor; (f) Contractor violates any Applicable Law; or (g) Contractor is listed by the administrative office of an applicable employee benefit trust, including by way of illustration but not exclusion, health, welfare, pension, vacation or apprenticeship trust, as being delinquent in the payment to any such trust, regardless of the construction project upon which delinquency occurred.

(a) Pulte's total liability to Contractor upon termination of any Work Order without cause shall be limited to payment for completed Work, including any retainage, delivered and accepted by Pulte.

(b) If Pulte terminates any Work Order for cause, Pulte may immediately provide any required Work and Contractor shall reimburse and pay Pulte for all Costs. Pulte may deduct all such Costs from any money then due or thereafter to become due to Contractor under any Work Order.

19.3 **Post-Termination Obligations.** Upon expiration or termination of this Agreement for any reason, Contractor will, at Pulte's request, continue to provide Work pursuant to the terms of this Agreement, and provide reasonable transition assistance services to prevent disruption in Pulte's business activities, for a period of up to 3 months after the termination date. At Pulte's request, Contractor will promptly vacate the Project jobsite(s), remove all of its supplies, scaffolding, tools, and other equipment from the Project jobsite(s), complete all of Contractor's clean-up and other obligations, and otherwise reasonably cooperate with Pulte in winding down Contractor's participation on the applicable Project(s).

19.4 **Survival.** All provisions of this Agreement which by their nature should survive termination of this Agreement shall survive termination of this Agreement, including those provisions related to confidentiality, warranty, indemnification, insurance, waivers, releases and limitations of liability.

20. **CONFIDENTIALITY AND PUBLICITY**

20.1 **Confidentiality**. During the term of this Agreement, Contractor may have access to information that is considered confidential and proprietary by Pulte. This information may include non-public information relating to prices, compensation, research, products, services, developments, inventions, processes, protocols, methods of operations, techniques, strategies, programs (both software and firmware), designs, systems, proposed business arrangements, results of testing, distribution, engineering, marketing, financial, merchandising or sales information, individual customer profiles, customer lists or aggregated customer data, and similar information of a sensitive nature (“**Confidential Information**”). Contractor may use Confidential Information only for the purposes of this Agreement and Work Orders. Contractor shall maintain the confidentiality of Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall Contractor take less than reasonable precautions to prevent the unauthorized disclosure or use of Confidential Information. Upon request, Contractor shall return all Confidential Information and shall not use Confidential Information for its own, or any third party’s benefit. The provisions of this Section shall survive termination of this Agreement for so long as the Confidential Information is considered confidential by Pulte.

20.2 **Publicity**. Contractor shall not use any Pulte trademarks, service marks, trade names or logos or refer to Pulte directly or indirectly in any marketing materials, customer lists, media release, public announcement or other public disclosure relating to this Agreement or its subject matter without obtaining Pulte’s prior written consent.

21. **GENERAL TERMS**

21.1 **Time is of the Essence**. Time is of the essence in connection with all of Contractor’s obligations under this Agreement.

21.2 **Force Majeure**. Subject to the terms of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by any Force Majeure Event.

21.3 **Independent Contractor Relationship**. The relationship between Pulte and Contractor is that of independent contractor. Nothing in this Agreement shall be construed as creating a relationship between Pulte and Contractor of joint venturers, joint employers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document. Pulte does not control the Work or Contractor's employees, and Contractor is solely responsible for management and all other employer functions with respect to its employees.

21.4 **Continued Performance**. Each party shall continue performing its obligations under this Agreement while any dispute submitted to litigation or any other dispute resolution process is being resolved until such obligations are terminated by the expiration or termination of this Agreement or by a final and binding award, order, or judgment to the contrary.

21.5 **Cooperation**. Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld unless otherwise expressly permitted.

21.6 **Cumulative Rights**. All warranties provided by Contractor, and all of Pulte’s rights and remedies set forth in this Agreement, are cumulative and are in addition to all other warranties, rights and remedies provided to Pulte by this Agreement, any other document, or at law, in equity or otherwise.

21.7 **Third Party Beneficiaries**. The parties agree that: (a) this Agreement is for the benefit of the parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party) other than the Indemnitees; and (b) there are no third-party beneficiaries to this Agreement, or any specific term of this Agreement, other than the Indemnitees.

21.8 **Entire Understanding of the Parties**. This Agreement contains the entire understanding of the parties with respect to the subject matter addressed herein and supersedes, replaces and merges all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. Upon execution of this MLTA, and any renewal thereof, the terms of this MLTA shall apply to all then-outstanding Work Orders or other agreements between Pulte and

Contractor. Both parties contributed to the drafting of this Agreement, and had the advice of counsel, and therefore agree that this Agreement should not be construed in favor of either party.

21.9 **No Modification Except in Writing.** Except as expressly provided herein, this Agreement may not be modified except by a writing signed by both parties.

21.10 **Construction of Terms.** As used in this Agreement, the word “**shall**” is always mandatory and not discretionary; the word “**may**” is permissive; the word “**includes**” means “includes without limitation” and the word “**including**” means “including without limitation” or “including but not limited to.”

21.11 **No Waiver.** Any waiver of a party’s right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party’s right or remedy shall affect the other provisions of this Agreement.

21.12 **Choice of Law and Forum Selection.** This Agreement shall be governed by the laws of the state in which the Work is performed and the federal laws of the United States. Except as otherwise provided in this Agreement, any litigation arising between the parties in relation to this Agreement shall be initiated and maintained in the state or federal courts in the state in which the Work is performed.

21.13 **Attorneys’ Fees and Costs.** In the event it becomes necessary for Pulte to enforce any of its rights under this Agreement against Contractor by legal action, Contractor agrees to reimburse Pulte for all of its legal and court expense in connection with such action, including reasonable attorneys’ fees.

21.14 **Unenforceable Provisions.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the fullest extent that it is valid and enforceable under Applicable Law. All other provisions of this Agreement will remain in full force and effect.

21.15 **Notice.** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and delivered by electronic mail transmission, personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, addressed as set forth on page 1 or to such other address and person as either party may communicate to the other by written notice. Any notice or communication shall be deemed to have been given and received on the earliest of the following: (i) on the date of transmission, if delivered by electronic mail transmission on or before 5:00 p.m. on a business day, provided that written notice by one of the other approved methods of delivery is sent on the same day; (ii) on the next business day after transmission, if delivered by electronic mail transmission after 5:00 p.m. or on a Saturday, Sunday or state holiday, provided that written notice by one of the other approved methods of delivery is sent on the same day; (iii) on the date of delivery (or the first business day thereafter if delivered on a Saturday, Sunday or state holiday), if hand delivered or sent by overnight courier, with a written acknowledgement of receipt; or (iv) three (3) business days after the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid. Notices given by legal counsel for any Party shall constitute notice from that Party. Notice by facsimile transmission is not an authorized form of notice under this Agreement.

21.16 **Assignment.** Neither party may assign this Agreement, in whole or in part, without the other party’s prior written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Notwithstanding the foregoing, Pulte may assign this Agreement without Contractor’s consent: (a) to one or more Affiliates, provided that each such Affiliate agrees to be bound by this Agreement; and (b) as reasonably necessary in connection with any merger, acquisition, sale of assets or other corporate restructuring. Subject to the provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

22. WAIVER OF JURY TRIAL. FOR THEIR MUTUAL BENEFIT, PULTE AND CONTRACTOR WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

Exhibits to this Agreement consist of: *[Pulte Homebuilding Operations to identify additional Exhibits]*

Exhibit A: _____

Exhibit B: _____

Exhibit C: _____

Exhibit D: _____

AGREED AND ACCEPTED:

Pulte

DocuSigned by:
By Patrick Gonzalez
F46C79A2D3614A1...
(signature)


Name Patrick Gonzalez
(printed)

Title VP Land Development

Date 3/29/2021

Pipeline Utilities, Inc.

(Contractor's Full Legal Company Name)

By 
(signature)

Name Gary Ducote
(printed)

Title Vice President

Date 3/19/2021

CONTRACTOR INVOICE INSTRUCTIONS

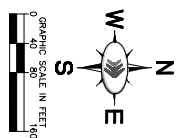
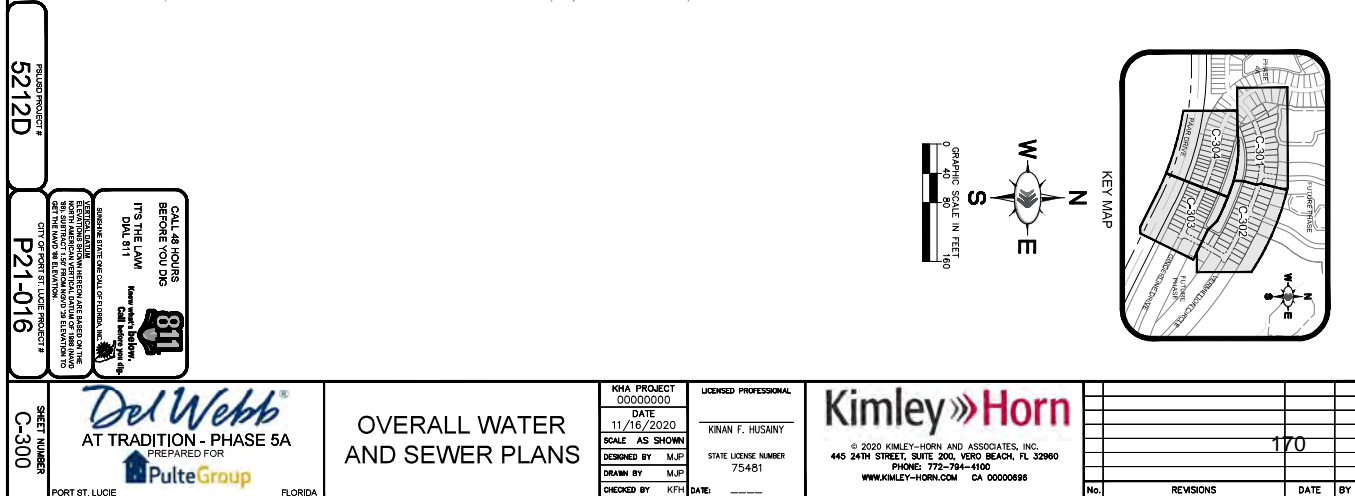
PLEASE CONTACT PATRICK GONZALEZ WITH QUESTIONS

PROCESS:		TASK
STEP	LOCATION / TAB	
1	DETAIL TAB	FILL IN YELLOW CELLS OF INVOICE DETAILS SECTION AT TOP RIGHT. DATE CANNOT BE PRIOR TO CONTRACT DATE.
2	DETAIL TAB	COPY YELLOW CELLS OF "QTY" COLUMN OF "TOTAL PAYMENT RELEASE REQUESTS TO DATE" SECTION TO "PREVIOUS PAYMENT RELEASE REQUEST" COLUMN
3	DETAIL TAB	DELETE ALL ITEMS IN THE YELLOW CELLS OF THE "QTY" COLUMN OF THE "CURRENT PAYMENT RELEASE REQUEST" SECTION
4	DETAIL TAB	INPUT APPROVED QUANTITIES TO BE PAID IN THE "QTY" COLUMN OF THE "CURRENT PAYMENT RELEASE REQUEST" SECTION
5	DETAIL TAB	CONFIRM "TOTAL COST" COLUMN IS NOT RED. IF IT IS RED AN ERROR EXISTS IN ROUNDING AND UNIT NUMBER NEEDS ADJUSTING
6	DETAIL TAB	CONFIRM PROCESSED AND CURRENT TOTALS ON SUMMARY SHEET MATCH TOTALS ON DETAIL SHEET
9	N/A	SUBMIT CONTRACTOR'S INVOICE AND INITIALED/EXECUTED SUMMARY PAGE, DETAIL PAGES, AND PAY REQUEST PAGE ALONG WITH CONTRACTOR'S INVOICE AND UPDATED ELECTRONIC VERSION OF THIS FILE

TO BE FILLED IN BY PULTE MANAGER


CODING DETAILS:

[illegible]



KEY MAP

GRAPHIC SCALE IN FEET



A horizontal scale bar with four segments. The first segment is labeled '0', the second '40', the third '80', and the fourth '160'. The segments are black and white alternating.

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Del Webb
AT TRADITION - PHASE 5A
PREPARED FOR
 **PulteGroup**

KINAN F. HUSAINY
STATE LICENSE NUMBER
75481

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VERTICAL DATUM

ELEVATIONS SHOWN HEREON ARE BASED ON THE
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD
88). SUBTRACT 1.57 FROM NAVD 88 ELEVATION TO
GET THE NAVD 83 ELEVATION.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

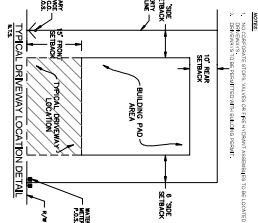
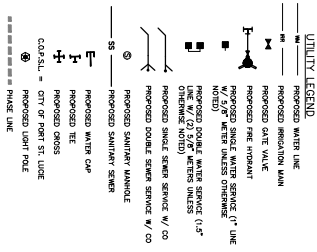
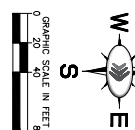
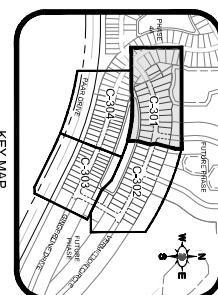
CITY OF BOCA RATON, FLORIDA PROJECT #

P21-016

C-300

170

No.	REVISIONS	DATE	BY
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MATCHLINE
SEE SHEET C-302)

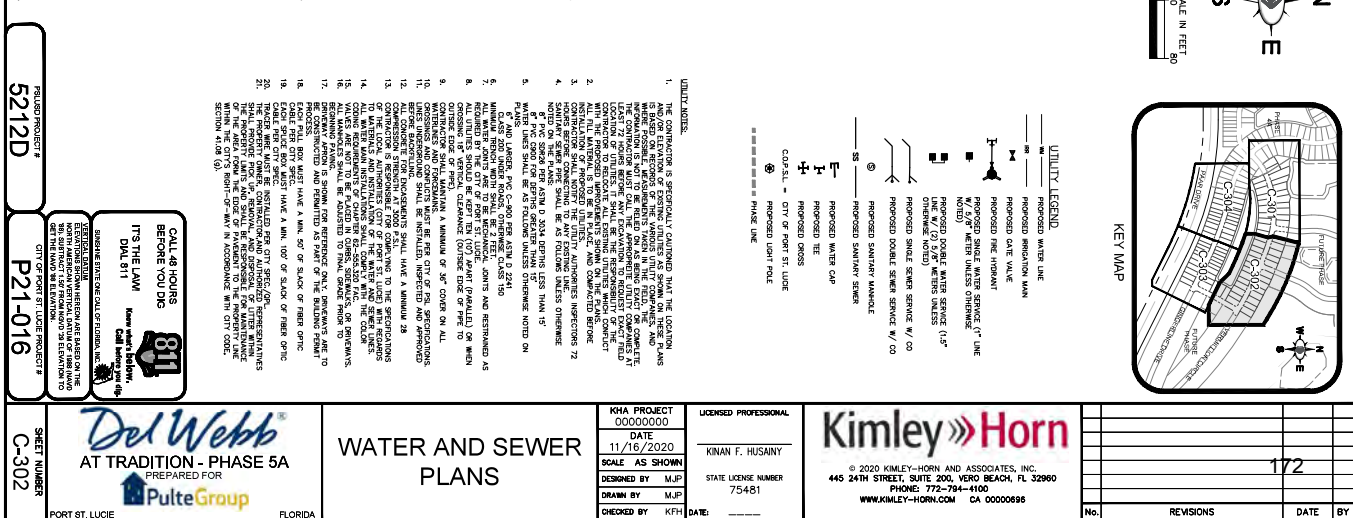
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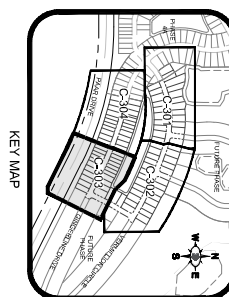
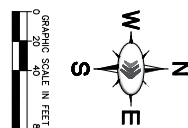
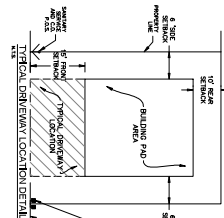
WATER AND SEWER PLANS




























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PORT ST. LUCIE FLORIDA

No.	REVISIONS	DATE	BY
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- | QUALITY CHECKED | |
|---|--------------------------|
|  | PROPOSED WATER LINE |
|  | PROPOSED IRRIGATION MAIN |
|  | PROPOSED GAS LINE |
|  | PROPOSED SEWER HYDRANT |
|  | PROPOSED SEWER LINE |
|  | PROPOSED WATER MAIN |
|  | PROPOSED SEWER LINE |
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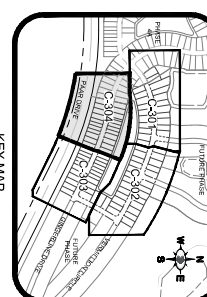
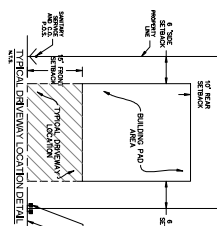
VERTICAL DATUM
ELEVATIONS SHOWN HEREON ARE BASED ON THE
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD
88). SURVEY POINT 1567 FROM MOND 29 ELEVATION TO
GET THE NAVD 88 ELEVATION.
















SUNSHINE STATE ONE CALL OF FLORIDA, INC.

WATER AND SEWER PLANS

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		173	
No.	REVISIONS	DATE	BY



- | CULTURAL RESOURCES | |
|--|---|
|  | PROPOSED IRRIGATION MAIN |
|  | PROPOSED DRIVE VALVE |
|  | PROPOSED FIRE HYDRANT |
|  | PROPOSED SINGLE WATER SERVICE (7" LINE NOTED) |
|  | PROPOSED WATER MAIN (12" LINE NOTED) |
|  | PROPOSED DOUBLE WATER SERVICE (1.5" LINE NOTED) |
|  | PROPOSED WATER MAIN (12" LINE NOTED) |
|  | PROPOSED SINGLE WATER SERVICE W/ CO |
|  | PROPOSED SANITARY SEWER |
|  | PROPOSED SANITARY SEWER |
|  | PROPOSED WATER CAP |
|  | PROPOSED WATER CAP |
|  | PROPOSED CROSS |
|  | C.O.P.L. = CITY OF PORT ST. LOUIS |
|  | PROPOSED UTILITY POLE |
| | PHASE LINE |

- [illegible]

C-304

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VERTICAL DATUM

**ELEVATIONS SHOWN HEREON ARE BASED ON THE
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83).
SUBTRACT 1.57 FROM NAVD83 ELEVATION TO
GET THE NAVD 88 ELEVATION.**

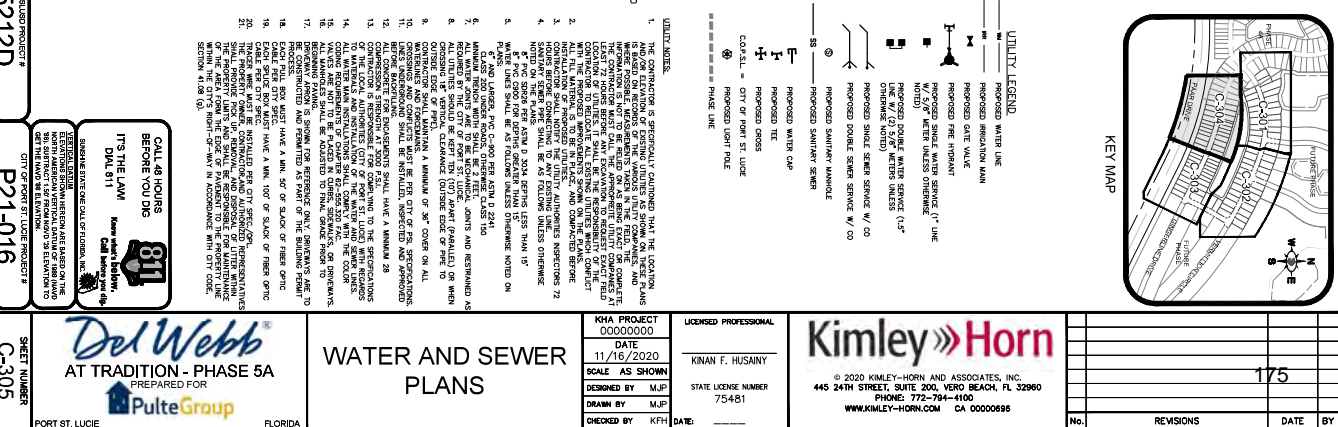
Del Webb
AT TRADITION - PHASE 5A
PREPARED FOR
PulteGroup

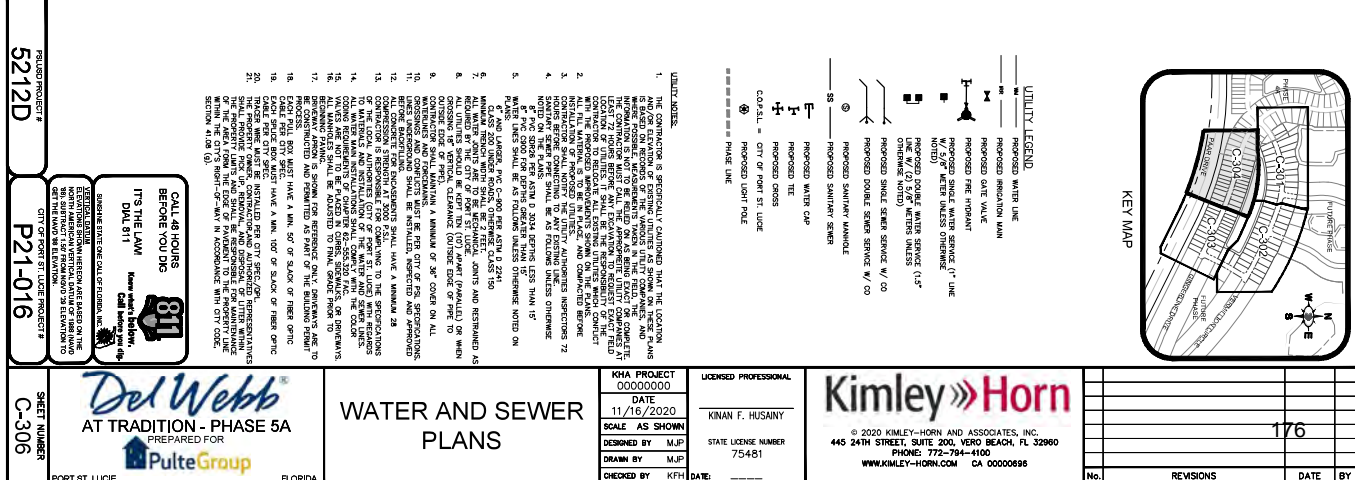
WATER AND SEWER PLANS

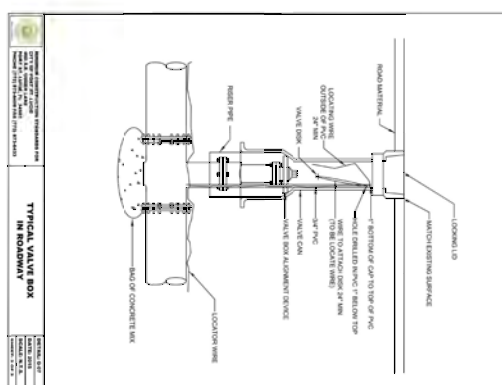
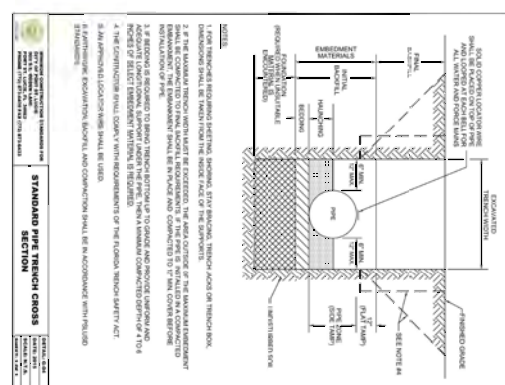
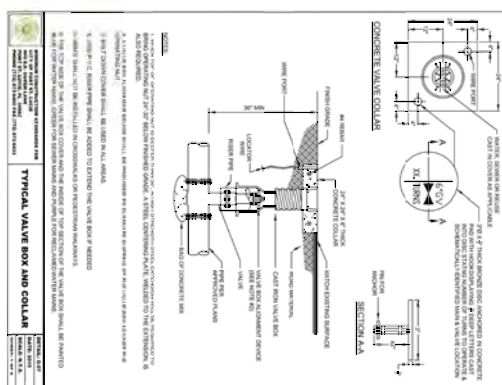
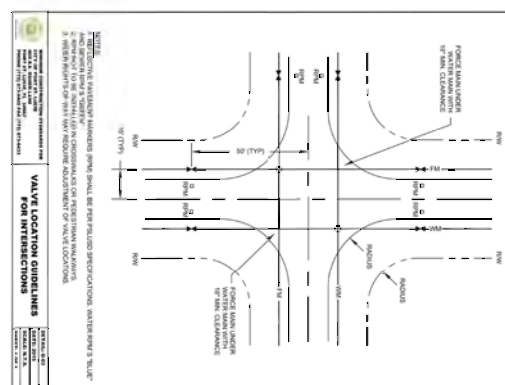
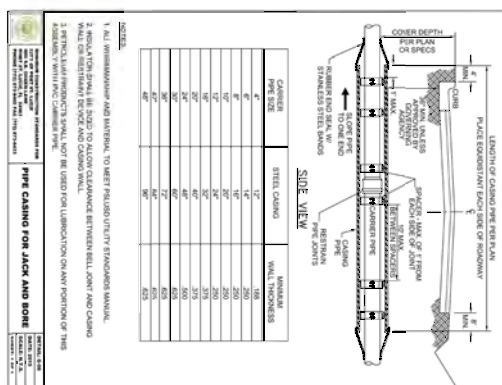
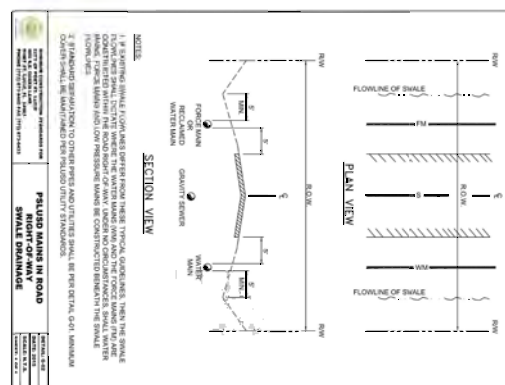
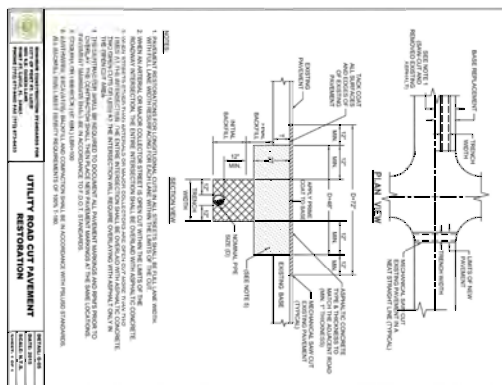
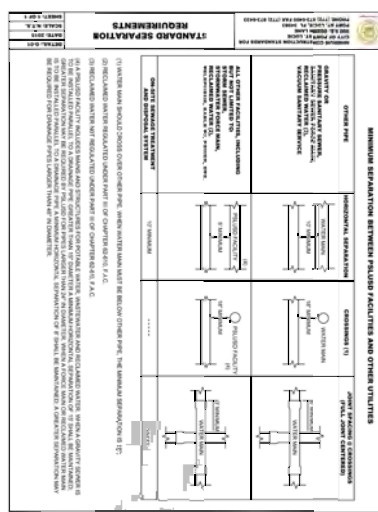
KHA PROJECT 00000000	LICENSED PROFESSIONAL
DATE 11/16/2020	KINAN F. HUSAINY
SCALE AS SHOWN	STATE LICENSE NUMBER 75481
DESIGNED BY MJP	
DRAWN BY MJP	
CHECKED BY KFH	DATE: _____

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No.	REVISIONS	DATE	BY







PROJECT NO. 5212D

PROJECT NAME: P21-016

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Del Webb

AT TRADITION - PHASE 5A

PREPARED FOR

PulteGroup

PORT ST. LUCIE, FLORIDA

UTILITY DETAILS

KHA PROJECT 00000000

DATE 11/16/2020

SCALE AS SHOWN

DESIGNED BY MJP

DRAWN BY MJP

CHECKED BY KPH

DATE

LICENSED PROFESSIONAL

KINAN F. HUSANY

STATE LICENSE NUMBER 75481

Kimley-Horn

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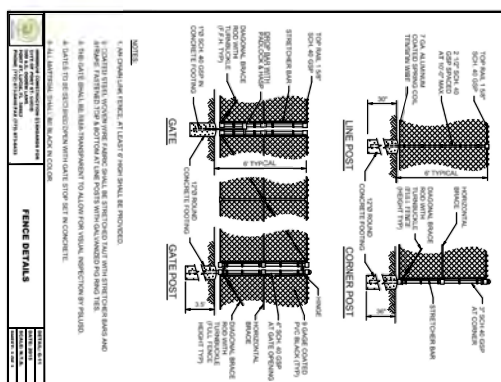
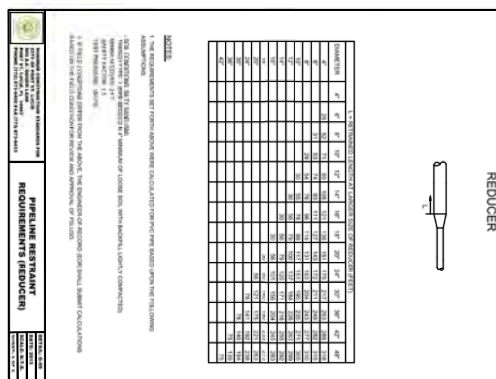
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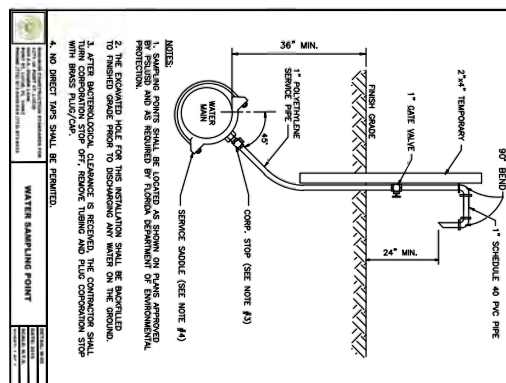
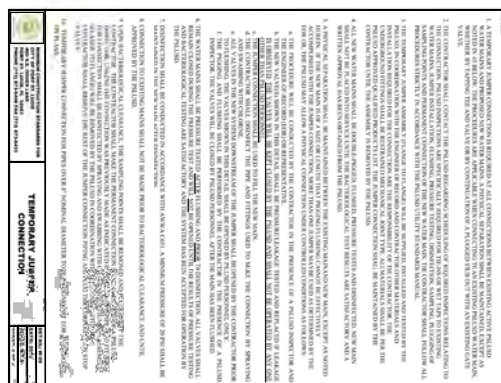
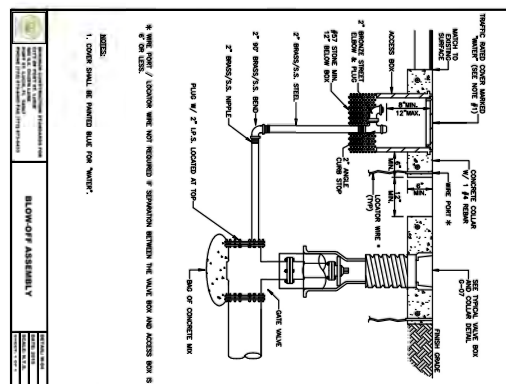
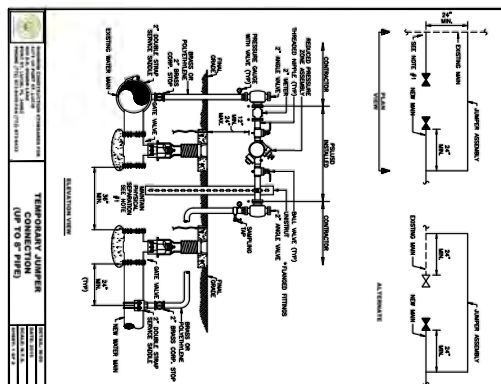
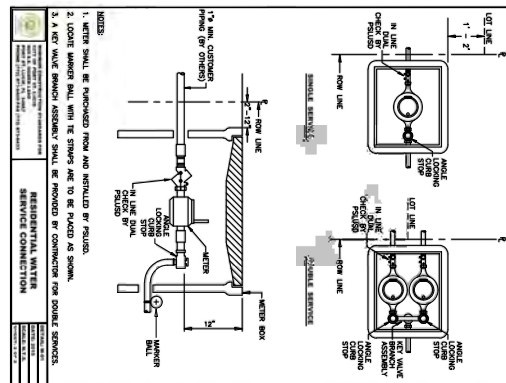
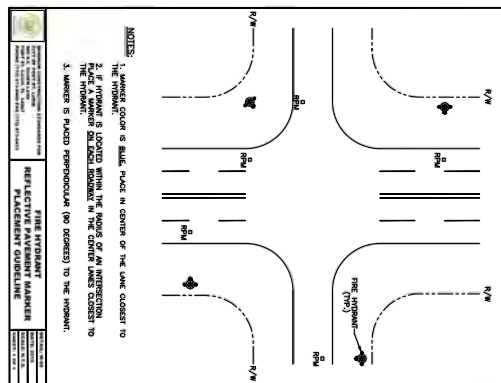
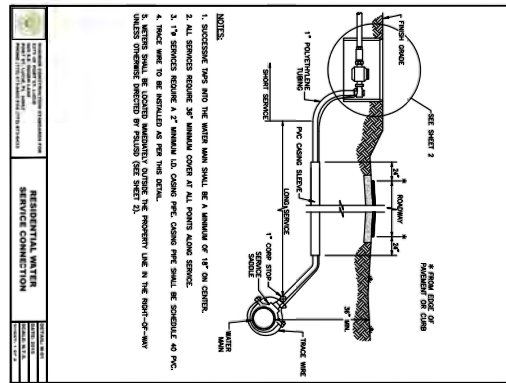
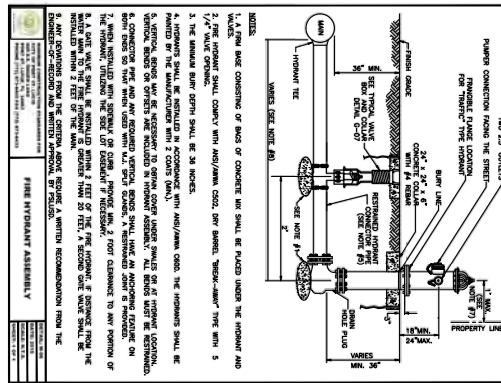
PHONE: 772-794-4100

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177

NO. REVISIONS DATE BY





PROJECT NO. 5212D

DESIGNED BY: P21-016

DATE: 11/16/2020

SCALE: AS SHOWN

DESIGNED BY: MJP

DRAWN BY: MJP

CHECKED BY: KPH

DATE: 11/16/2020

STATE LICENSE NUMBER: 75481

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PREPARED FOR: PulteGroup

PORT ST. LUCIE, FLORIDA

UTILITY DETAILS

KHA PROJECT	00000000
DATE	11/16/2020
SCALE	AS SHOWN
DESIGNED BY	MJP
DRAWN BY	MJP
CHECKED BY	KPH
DATE	11/16/2020
STATE LICENSE NUMBER	75481

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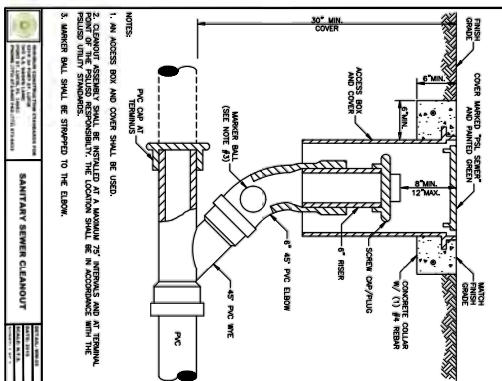
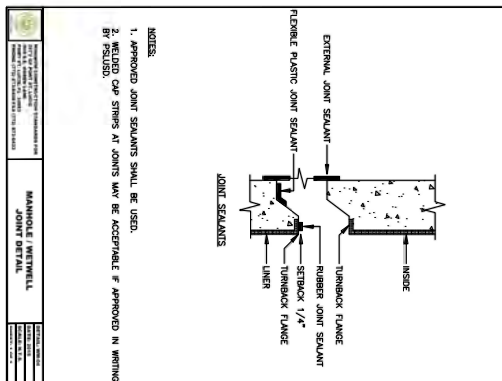
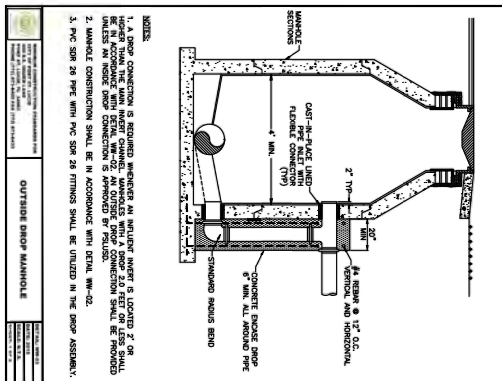
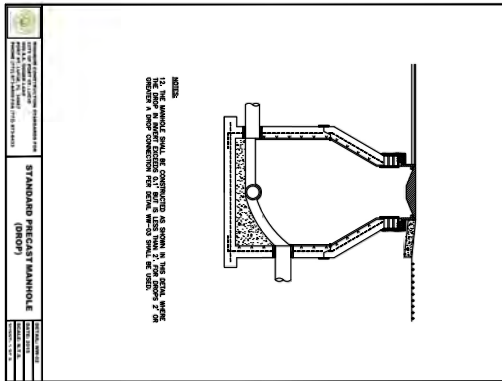
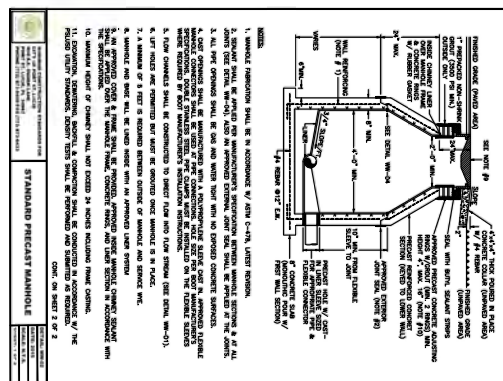
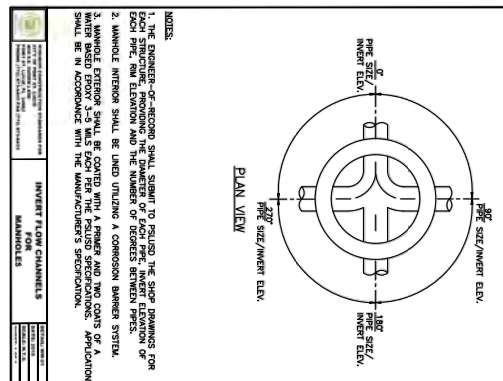
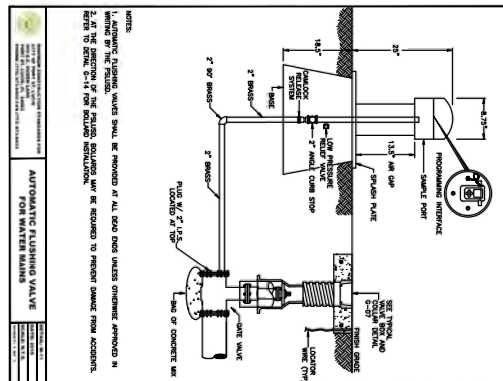
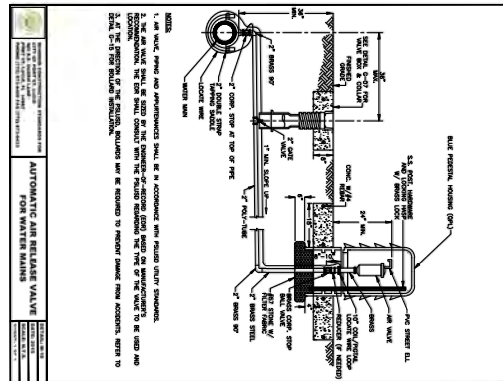
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445 24TH STREET, SUITE 200, VERO BEACH, FL 32960

PHONE: 772-794-4100

WWW.KIMLEY-HORN.COM CA 0000696

No.	REVISIONS	DATE	BY
179			



PROJECT NO. 5212D
 CALL 48 HOURS BEFORE YOU DIG
 IT'S THE LAW
 DMH 811
 Know what's below, call before you dig.
 811
 DEL WEBB
 PREPARED FOR
 PulteGroup
 PORT ST. LUCIE, FLORIDA

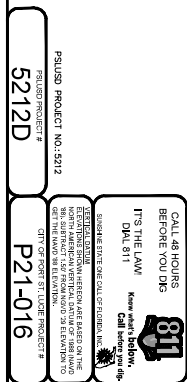
Del Webb
 AT TRADITION - PHASE 5A
 PREPARED FOR
PulteGroup
 PORT ST. LUCIE, FLORIDA

UTILITY DETAILS

KHA PROJECT 00000000
 DATE 11/16/2020
 SCALE AS SHOWN
 DESIGNED BY MJP
 DRAWN BY MJP
 CHECKED BY KPH
 LICENSED PROFESSIONAL
 KINAN F. HUSANY
 STATE LICENSE NUMBER 75481
 DATE

Kimley-Horn
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 445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
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NO.	REVISIONS	DATE	BY
180			



RESOLUTION 2022-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF SOUTHERN GROVE
COMMUNITY DEVELOPMENT DISTRICT 1, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Southern Grove Community Development District 1 (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the St. Lucie County, Florida; and

WHEREAS, the initial supervisors have taken and subscribed to the oath of office per F.S. 190.006(4); and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desires to organize by designating the Officers of the District per F.S. 190.006(6).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT 1:**

1. The following persons are elected to the offices shown, to wit:

Frank Covelli	Chairman
Anissa Cruz	Vice-Chairman
B. Frank Sakuma, Jr.	Secretary/Treasurer
Steven Dassa	Assistant Secretary
James Fitzgerald	Assistant Secretary
Carolyn DeSanti	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 9th DAY OF FEBRUARY, 2022.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT 1**

Secretary

Chairman

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS DESIGNATING THE OFFICERS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT 2, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Southern Grove Community Development District 2 (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the St. Lucie County, Florida; and

WHEREAS, the initial supervisors have taken and subscribed to the oath of office per F.S. 190.006(4); and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desires to organize by designating the Officers of the District per F.S. 190.006(6).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT 2:

1. The following persons are elected to the offices shown, to wit:

Frank Covelli	Chairman
Anissa Cruz	Vice-Chairman
B. Frank Sakuma, Jr.	Secretary/Treasurer
Steven Dassa	Assistant Secretary
James Fitzgerald	Assistant Secretary
Carolyn DeSanti	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 9th DAY OF FEBRUARY, 2022.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT 2**

Secretary

Chairman

RESOLUTION 2022-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF SOUTHERN GROVE
COMMUNITY DEVELOPMENT DISTRICT 3, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Southern Grove Community Development District 3 (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the St. Lucie County, Florida; and

WHEREAS, the initial supervisors have taken and subscribed to the oath of office per F.S. 190.006(4); and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desires to organize by designating the Officers of the District per F.S. 190.006(6).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT 3:**

1. The following persons are elected to the offices shown, to wit:

Frank Covelli	Chairman
Anissa Cruz	Vice-Chairman
B. Frank Sakuma, Jr.	Secretary/Treasurer
David Graham	Assistant Secretary
Wes McCurry	Assistant Secretary
Steven Dassa	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 9th DAY OF FEBRUARY, 2022.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT 3**

Secretary / Assistant Secretary

Chairman

RESOLUTION 2022-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF SOUTHERN GROVE
COMMUNITY DEVELOPMENT DISTRICT 4, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Southern Grove Community Development District 4 (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the St. Lucie County, Florida; and

WHEREAS, the initial supervisors have taken and subscribed to the oath of office per F.S. 190.006(4); and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desires to organize by designating the Officers of the District per F.S. 190.006(6).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT 4:**

1. The following persons are elected to the offices shown, to wit:

Frank Covelli	Chairman
Anissa Cruz	Vice-Chairman
B. Frank Sakuma, Jr.	Secretary/Treasurer
David Graham	Assistant Secretary
Wes McCurry	Assistant Secretary
Jeff Snyder	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 9th DAY OF FEBRUARY, 2022.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT 4**

Secretary / Assistant Secretary

Chairman

RESOLUTION 2022-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF SOUTHERN GROVE
COMMUNITY DEVELOPMENT DISTRICT 5, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Southern Grove Community Development District 5 (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the St. Lucie County, Florida; and

WHEREAS, the initial supervisors have taken and subscribed to the oath of office per F.S. 190.006(4); and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desires to organize by designating the Officers of the District per F.S. 190.006(6).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT 5:**

1. The following persons are elected to the offices shown, to wit:

Frank Covelli	Chairman
Anissa Cruz	Vice-Chairman
B. Frank Sakuma, Jr.	Secretary/Treasurer
David Graham	Assistant Secretary
Wes McCurry	Assistant Secretary
Steven Dassa	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 9th DAY OF FEBRUARY, 2022.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT 5**

Secretary / Assistant Secretary

Chairman

RESOLUTION 2022-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF SOUTHERN GROVE
COMMUNITY DEVELOPMENT DISTRICT 6, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Southern Grove Community Development District 6 (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the St. Lucie County, Florida; and

WHEREAS, the initial supervisors have taken and subscribed to the oath of office per F.S. 190.006(4); and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desires to organize by designating the Officers of the District per F.S. 190.006(6).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT 6:**

1. The following persons are elected to the offices shown, to wit:

Frank Covelli	Chairman
Anissa Cruz	Vice-Chairman
B. Frank Sakuma, Jr.	Secretary/Treasurer
David Graham	Assistant Secretary
Wes McCurry	Assistant Secretary
Jeff Snyder	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 9th DAY OF FEBRUARY, 2022.

ATTEST:

**SOUTHERN GROVE COMMUNITY
DEVELOPMENT DISTRICT 6**

Secretary / Assistant Secretary

Chairman

Financial Report: (Under Separate Cover)

