

# CONTRACT FOR CONSTRUCTION

THIS AGREEMENT, effective as of January 17<sup>th</sup>, 2025

Between the Owners: The Meadows South HOA  
David Flowers  
1325 Cheney Hwy  
Titusville, FL 32780

And the Contractor: **Noble Construction & Management, LLC**  
2535 Grandview Ave  
Sanford, FL 32773

For the Project: 1325 Cheney Hwy,  
Titusville, FL  
32780 along  
Apollo

## **ARTICLE 1. CONTRACT DOCUMENTS**

**ARTICLE 1.1.** The contract documents consist of this agreement, Signed Proposal attached here as Ex1, and all change orders or modifications issued and agreed to by both parties. All documents noted herein shall be provided to the Contractor by the Owner. These contract documents represent the entire agreement of both parties and supersede any prior oral or written agreement.

## ARTICLE 1.2 Project Draw Schedule

Upon Signing: 50% - \$14,817.80

Upon Completion: 50% - \$14,817.80

**ARTICLE 1.3.** Owner further warrants that Owner and their guests have legal right of access to the Subject Property at their own risk. Recommended that all site visits are scheduled/accompanied by Noble Construction personnel & closed to general public during time of construction.

## ARTICLE 2. SCOPE OF WORK

**ARTICLE 2.1.** Removal of approx.. 160' of chain link fencing, any vegetation along fence line, install silt fence and call for utility locates as that will conclude our mobilization portion of the work. We will construct a stemwall, excavating soil back to original surveyed elevations, resod work area, and reinstall a fence like for like that was removed. This all includes city coordination, construction, site work, and all necessary management. Scope of work excludes surveys, tree work outside of work area, and irrigation out of work area,. Please reference Exhibit 1 attached for additional project scope information.

**ARTICLE 2.2.** Construction shall be in accordance with these Contract Documents.

### ARTICLE 3. TIME OF COMPLETION

**ARTICLE 3.1.** Contractor shall complete work within (6) six business days of project start date. Project start date will be scheduled with Owner upon receipt of signed contract and first payment draw along with City issues site permit. Completion of work will take into consideration delays that are beyond the control of the Contractor, including, but not limited to, COVID, weather conditions, delays in selection or delivery of materials, material or labor shortages, Change Orders requested by Owner, Owner decisions and selection approvals, work stoppages caused by acquisition of Owner's pricing requests prior to acceptance of a Change Order, unavoidable casualties, supplier manufacturing shutdowns.

Initiated by: Owner ADT Contractor TP

## **ARTICLE 4. THE CONTRACT PRICE**

**ARTICLE 4.1.** The purchase price of the project at signing is **\$29,635.60** ("Contract Price"), cost associated with the retention area work shall be paid by the Owner. Contract Price includes all costs required for construction/site work as listed in the scope of work. After the execution of this contract, any increase in construction costs caused by change orders shall be at the Owners expense.

## **ARTICLE 5. DUTIES OF THE CONTRACTOR**

**ARTICLE 5.1.** All work shall be completed in a workman like manner and shall comply with all applicable state and local building codes and laws.

**ARTICLE 5.2.** All work shall be performed by licensed and insured individuals to perform their said work, as outlined by law. Contractor shall hold copies of license and insurance paperwork on all those performing work on the project.

**ARTICLE 5.3.** Contractor shall keep the said property neat. Work shall only be performed during the hours approved for said work, as HOA and local law allows.

## **ARTICLE 6. OWNER**

**ARTICLE 6.1.** The Owner will not assume any liability or responsibility, nor have control over or charge of construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the project, since these are solely the Contractor's responsibility.

**ARTICLE 6.2.** The Owner shall communicate with subcontractors only through the Contractor.

## **ARTICLE 7. INSURANCE**

**ARTICLE 7.1.** Contractor shall ensure that everyone working on the property is licensed and insured. Contractor shall keep in force any other insurance required by law until work is complete.

## **ARTICLE 8. GENERAL PROVISIONS**

**ARTICLE 8.1.** If conditions are encountered at the construction site which are subsurface or otherwise concealed physical conditions or unknown physical conditions of an unusual nature, which differ naturally from those ordinarily found to exist and generally recognized as inherent in construction activities, the Owner Contractor will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, and/or time required for, performance of any part of the work, will negotiate with the Contractor an equitable adjustment in the contract sum, contract time or both.

## **ARTICLE 9. HAZARDOUS MATERIALS, WASTE AND ASBESTOS**

**ARTICLE 9.1.** Both parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions, and licenses. Therefore, unless the scope of this agreement includes the specific handling, disturbance, removal or transportation of hazardous materials, waste or asbestos, upon discovery of such hazardous materials the Contractor shall notify the Owner immediately and allow the Owner/Contractor to contract with a properly licensed and qualified hazardous material contractor. Any such work shall be treated as a Change Order resulting in additional costs and time considerations.

## **ARTICLE 10. PROTECTION OF THE PROPERTY**

**ARTICLE 10.1.** The Contractor shall adequately protect the project area and shall be responsible for any damage or injury due to the acts or negligence of Contractor's and/or Contractor's agents, employees, or independent contractors.

## **ARTICLE 11. GOVERNING LAWS.**

**ARTICLE 11.1.** This Contract shall be construed and enforced in accordance with the laws of the State of Florida

## **ARTICLE 12. CLEANING AND UPKEEP**

**ARTICLE 12.1.** The Contractor shall keep work area and its surroundings free from debris, and, at the completion of the work, Contractor shall remove all debris from the premises, as well as providing a final clean site.

## **ARTICLE 13. TERMINATION OF THE CONTRACT**

**ARTICLE 13.1.** Should the Owner or Contractor fail to carry out this contract, with all of its provisions, the following options and stipulations shall apply: If the Owner or the Contractor shall default on the contract, the non-defaulting party may issue a notice of default giving the defaulting party a set time period to cure the default, which shall not be less than 10 days for any such default. If the defaulting party fails to cure the default within the time period provided, or fails to take reasonable steps to cure, then the non-defaulting party may proceed against the defaulting party for the recovery of all damages incurred as a result of said breach of contract, including a reasonable attorney's fee.

## **ARTICLE 14. RIGHT-TO-CURE.**

**ARTICLE 14.1.** FLORIDA LAW (CHAPTER 558, FLORIDA STATUTES) CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST A CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL FOR AN ALLEGED CONSTRUCTION DEFECT WITH, OR ON, YOUR PROPERTY. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR, SUBCONTRACTORS, SUPPLIER, OR DESIGN PROFESSIONAL A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR AND ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND MAKE AN OFFER.

TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW WHICH MUST BE FOLLOWED TO PROTECT YOUR INTERESTS

## **ARTICLE 15. NOTICE OF DEFAULT.**

**ARTICLE 15.1.** All notices of default must be sent by e-mail and U.S. Mail.

## **ARTICLE 16. ATTORNEY FEES**

**ARTICLE 16.1** In the event of any arbitration or litigation relating to the project, project performance or this contract, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses.

## **ARTICLE 20. ACCEPTANCE AND OCCUPANCY**

**ARTICLE 20.2** Owner shall accept the work after it has been completed and approved by Owner and City of Titusville Code Enforcement.

## **ARTICLE 21. ATTACHEMENT A**

SIGNED on this 17<sup>th</sup> day of January, 2025

Owner Signature: 

Contractor Signature: 

Initiated by: Owner ADT Contractor TP

## Exhibit 1

### ESTIMATE

**Noble Construction & Management, LLC** 2535 Grandview Ave  
Sanford, FL 32773



**Bill to**

The Meadows South HOA 1325 Cheney Hwy  
Titusville, FL 32780

noblecm.taylor@gmail.com  
+1 (704) 249-9203

**Ship to**

The Meadows South HOA 1325 Cheney Hwy  
Titusville, FL 32780

**Estimate details**

Estimate no.: 1068

Estimate date: 11/09/2024

Expiration date: 12/09/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Demolition</b>	-Removal of approx. 160' of chain link fencing -Removal of saplings, palms trees, and tree stump in way of fence or retention area -Removal and haul off of organic materials, roughly top 4" of material in our work area -Installation of Silt fence on North, East, and South end of work areas -Call for Locates	1	\$5,000.00	\$5,000.00
2.		<b>Block Work</b>	-Installation of a stemwall on the North side of the retention to keep all collected water on Meadow South property. Includes concrete footer, block, waterproofing South side of block, and labor	1	\$8,570.00	\$8,570.00
3.		<b>Misc. Sitenwork</b>	-Rough grading work area and hauling away roughly 12 loads of materials to bring the elevation down to its original depth, per City of Titusville request and the approved Meadow South Section 3 Grading & Drainage Plan reflected on page of Attachment A.	1	\$9,565.60	\$9,565.60

Initiated by: Owner RT Contractor TP ~3 007

- Rebuild berms to required heights
- Installation of overflow structure for drain at North end
- Installation of turf reinforcement near Northern most parking lot area to help with water erosion
- Installation of sod over whole area of work (Bahia)

4.

<b>Fencing</b>	This is a subcontracted item and is budgeted for approx. 160' of fence being installed after Noble Construction has completed their final grade but before sod. This is like for like chain link fence, if another type is chosen I will need to get a new quote.	1	\$6,500.00	\$6,500.00
5. <b>Additional Cost Note</b>	Our cost reflects the amount on the approved estimate. Any additional costs/changes will be due upon completion. A separate invoice will be created for such items. It is understood that any additional costs or charges as stated in Exhibit 1, paragraph 5 are subject to Article 1.1 of the contract which requires mutual agreement of both the Owner and the Contractor prior to execution.	1	\$0.00	\$0.00
6. <b>30 Day Note</b>	The price provided in this proposal is valid for 30 days from the date it is sent to the client. If not approved within 30 days, it is subject to revision.	1	\$0.00	\$0.00
7. <b>Draw Schedule if bid is accepted</b>	50% Upon acceptance and signed contract 50% Upon Completion	1	\$0.00	\$0.00
		<b>Total</b>		<b>\$29,635.60</b>

Expiry date

12/09/2024

Accepted date 12/04/2024

Accepted by David Flowers

Initialed by: Owner DPF Contractor TP

## Meadows South

P.O. Box 5635  
Titusville, FL 32783-5635

### Attachment A **Noble Construction & Management, LLC** **Contract Clarifications**

#### The owners are:

The Meadows South Association, Inc. whose mailing address is P.O. Box 5635, Titusville, FL 32783-5635

The President and CEO is Arthur David Flowers Jr. whose mailing address is 3828 Wethersfield Circle, Titusville, FL 32780, and whose phone number is 321.266.9916.

#### The Project is located within:

The northeast portion of the Meadows South Section 3, parcel 22-35-28-06-A, Tract B (as highlighted in yellow) on page 2 herein.

#### ARTICLE 2.1 Should read:

...of the work. We will construct a stemwall, excavate soil back...

#### ARTICLE 14.1 Should read:

On the fourth line, "IN YOUR HOME." should state "WITH, OR ON, YOUR PROPERTY."

#### ARTICLE 20.2 Should read:

...completed and approved by Owner and City of Titusville Code Enforcement.

#### Add ARTICLE 21:

#### **ARTICLE 21. ATTACHMENT A**

**ARTICLE 21:** As contract clarified per Attachment A.

Added to contract above

Initialed by: Owner AD Contractor JP

# Meadows South

P.O. Box 5635

Titusville, FL 32783-5635

## Exhibit 1

### Paragraph #3: Misc. Sitework

After per City of Titusville Request, add "and the approved Meadows South Section 3 Grading and Drainage Plan reflected on page 3 of Attachment A.

### Paragraph #5

It is understood that any additional costs or charges as stated in Exhibit 1, paragraph 5 are subject to Article 1.1 of the contract which requires mutual agreement of both the Owner and the Contractor prior to execution.

## Page 2-6 Header

The header should state *The Meadows South Association, Inc.*, not *Traders Cove HOA*.

Added to contract above

Initialed by: Owner ADJ Contractor TP

Original proposal  
May, 1983

Page 3

THE MEADOWS SOUTH - SECTION THREE

CITY OF TITUSVILLE, BREVARD COUNTY, FLORIDA  
SECTION 28, TOWNSHIP 22 SOUTH, RANGE 35 EAST

A REPLAT OF ALL OF LOTS 1 THRU 5, BLOCK 5, SUN VALLEY SUBDIVISION, AS RECORDED IN PLAT BOOK 11, AT PAGE 29; TOGETHER WITH, ALL OF LOT 38 AND A PART OF LOTS 37, 39 AND 40, BLOCK 1, INDIAN RIVER HEIGHTS, AS RECORDED IN PLAT BOOK 0 AT PAGE 23; ALL ACCORDING TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LEGAL ORGANIZATION:

LEGAL DISCOURSES: THE PRACTICE OF LAW IN THE 19TH CENTURY

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Committee of the State  
Planning and Zoning  
Division  
Engineering  
Division  
At 10 a.m.,  
Tuesday, April 10, 1951.

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