

Compliance date: 7/21/25
CBA Hearing: 10/9/25

CITATION

City of Port St Lucie

CITATION#

32195

CERTIFIED MAIL#

9589 0710 5270 1698 9518 86

This Citation is issued pursuant to City of Port St. Lucie Ordinance 150.530 and State of Florida Statute 489.127/531. THE ACT FOR WHICH THIS CITATION IS ISSUED SHALL CEASE IMMEDIATELY UPON RECEIPT OF THE CITATION.

The undersigned Licensing Investigator has just cause to believe that a violation of the Port St. Lucie Code Section 150.530 and Florida Statute 489.127/531 has occurred:

Falsely hold himself/herself or a business organization out as a licensee, certificate holder, or registrant or holder of a certificate of competency issued by the board;

Falsely impersonate a certificate holder or registrant or holder of a certificate of competency issued by the board;

Present as his/her own the certificate, registration, or certificate of competency of another;

Give false or forged evidence to the Board or a member thereof for the purpose of obtaining a certificate of competency;

Use or attempt to use a certificate, registration, or certificate of competency which has been suspended or revoked.

☒ Engage in the business or act in the capacity of a contractor or advertise himself/herself or a business organization as available to engage in the business or act in the capacity of a contractor without being duly registered or certified or the holder of a certificate of competency;

Operate a business organization engaged in contracting after 60 days following the termination of its only qualifying agent without designating another primary qualifying agent;

Commence or perform work for which a building permit is required per Part IV of Chapter 553 without such building permits being in effect;

Willfully or deliberately disregard or violate any municipal ordinance relating to uncertified or unregistered contractor;

Act in the capacity of a contractor different from the scope of work for which the contractor is certified to perform;

Failed to secure required inspections;

Willfully or deliberately obtaining or attempting to obtain a permit for an entity unregistered or unlicensed;

Practice contracting unless the person is certified or registered (ELECTRICAL)

Use the name or title "electrical contractor" or "alarm system contractor" or words to that effect, or advertise himself or herself or a business organization as available to practice electrical or alarm system contracting, when the person is not then the holder of a valid certification or registration issued pursuant to this part.

and has been observed on 12/9/2024 at the Location of 155 SW PEACOCK BLVD

DESCRIPTION OF WORK PERFORMED:

GENERAL CONTRACTING

ISSUED TO	DAVID		MONTANES	
	First	Middle	Last	
BUSINESS NAME	VIVID CONSTRUCTION & DEVELOPMENT GROUP, VIVID CONSTRUCTION LLC		STREET	PO BOX 28618
CITY	MACON	STATE	GA	ZIP 31221
DL#		DOB		PHONE# (404) 863-5060
				CERT/REG#

ADDITIONAL CITATIONS MAY BE ISSUED FOR EACH DAY THE VIOLATION EXISTS A

PENALTIES:

NON-STRUCTURAL OR NON-MECHANICAL:

1st OFFENSE	\$500.00
2nd OFFENSE	\$1,000.00
3rd OFFENSE	\$1,500.00

PENALTIES:

STRUCTURAL OR MECHANICAL:

1st OFFENSE	\$1,000.00
2nd OFFENSE	\$2,000.00
3rd OFFENSE	Pursuant to Florida Statute 489.127(2)(b)

The Violator may either: (1) PAY the civil penalty defined herein upon receipt of the citation at: City of Port St. Lucie, Building B, Contractor Licensing, 121 SW Port St. Lucie Blvd. 34984 Monday – Friday 8:00 a.m. – 4:30 p.m. (payment must be in cash, credit card, or certified funds and payable to the City of Port St. Lucie).
OR

(2) Request an administrative hearing within 10 days of receipt to contest the citation. Failure to either pay the citation or request a hearing within the time period set forth, shall be deemed to be a waiver of the right to contest the citation and additional penalties may be imposed. Subsequent violations may result in fines not to exceed the maximum as set forth by state statutes.

I REQUEST AN ADMINISTRATIVE HEARING within 10 days: (sign here)

FURTHERMORE, I UNDERSTAND ANY PERSON WHO WILLFULLY REFUSES TO SIGN AND ACCEPT A CITATION ISSUED BY A LICENSING INVESTIGATOR COMMITS A MISDEMEANOR OF THE SECOND DEGREE, PUNISHABLE AS PROVIDED IN s.775.082 or s.775.083.

Violator's Signature

Date Received

JAMES LAPONZA

Date of Citation

James LaPonza

7/1/2025

City of Port St Lucie Contractor Licensing
121 SW Port St Lucie Blvd, Bldg B
Port St. Lucie, FL 34984

CITY OF PORT ST. LUCIE
ST LUCIE COUNTY, FLORIDA

Petitioner

DAVID MONTANES
VIVID CONSTRUCTION & DEVELOPMENT GROUP,
VIVID CONSTRUCTION LLC
PO BOX 28618
MACON, GA 31221

Citation(s) # 32195

Respondent

VIA CERTIFIED MAIL: 9589 0710 5270 1698 9491 11

NOTICE OF CITATION ORDER HEARING

You are hereby notified that the City of Port St. Lucie Construction Board of Appeals has scheduled a hearing open to the public, on the **9th of October 2025 at 9:00 a.m.** in the Port St. Lucie Council Chambers, 121 SW Port St. Lucie Boulevard, Port St. Lucie, St. Lucie County, Florida, to establish findings of fact and conclusions of law for alleged Building Code Violations against the Respondent.

Those who do not speak English are required to bring your own translator. Los personas que no hablan ingles son requerido traer propio traductor. Moun san yo ki pa pale angle yo oblije mianun ou moun pou tradui.

Location(s) of Violation(s): 155 SW PEACOCK BLVD

It is imperative that the Respondent attends this quasi-judicial hearing and present evidence relating to the veracity of the allegations.

This hearing could result in the fine of **\$1,000.00 or \$2,000.00 per citation.**

PLEASE GOVERN YOURSELF ACCORDINGLY.

Certificate of Notice

I HEREBY CERTIFY that a copy of this Notice of Violation Hearing sent by Certified Mail:

DAVID MONTANES herein on the 22ND day of July 2025

Isa Alvarez – Contractor Licensing Coordinator 7/22/25

Isa Alvarez

From: Derrick M. Valkenburg <DValkenburg@shutts.com>
Sent: Thursday, June 26, 2025 8:27 AM
To: Isa Alvarez
Cc: C.Ryan Maloney; Laverne D. Durham; James Laponza
Subject: RE: Case No. 31805 - hearing on June 25, 2025
Attachments: 2024.08.30 - AIA A101 - Shivam and Vivid - 155 SW Peacock Blvd - redacted(786418.1).pdf

Mr. LaPonza:

Pursuant to your request yesterday, attached is a redacted copy of the AIA A101 between Shivam Properties and Vivid Construction for the property located at 155 SE Peacock Blvd. I removed the exhibits that contained confidential and proprietary information relating to Hampton Inn & Suites and Lincoln Hospitality Management's property improvement plan renovation services.

Thank you.

Derrick

Derrick M. Valkenburg
Partner | Shutts & Bowen LLP
Tel: (407) 835-6798
300 South Orange Ave., Ste. 1600, Orlando, FL 32801
[Bio](#) | [E-Mail](#) | [vCard](#) | www.shutts.com



From: Isa Alvarez <IAlvarez@cityofpsl.com>
Sent: Wednesday, June 25, 2025 11:35 AM
To: Derrick M. Valkenburg <DValkenburg@shutts.com>
Cc: C.Ryan Maloney <rmaloney@shutts.com>; Laverne D. Durham <LDurham@shutts.com>; James Laponza <JLaponza@cityofpsl.com>
Subject: RE: Case No. 31805 - hearing on June 25, 2025

Good morning,

Thank you for your patience and understanding this morning. To follow up on the extension granted by the Special Magistrate, you were given a 90-day extension. The new compliance date is September 23rd, 2025. If compliance is not met by that time, a Certification of Fine/Lien hearing will be held on September 24th, 2025, at 9 a.m.

Also, please be sure to follow up with Jim LaPonza so he can look into the unlicensed individual that your client had originally contracted with. You may contact Jim at JLaponza@cityofpsl.com.

I will be sending out a notice in the mail of the extension that was granted today.

Thank you,



Isa Alvarez

Contractor Licensing Coordinator

Building Department

o. 772-873-6371

City of Port St. Lucie | Heart of the Treasure Coast

121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984



How is my service? Please email buildingadmin@cityofpsl.com to submit your suggestions, comments and feedback.

From: Derrick M. Valkenburg <DValkenburg@shutts.com>

Sent: Wednesday, June 25, 2025 8:41 AM

To: Isa Alvarez <IAlvarez@cityofpsl.com>

Cc: C.Ryan Maloney <rmaloney@shutts.com>; Laverne D. Durham <LDurham@shutts.com>

Subject: RE: Case No. 31805 - hearing on June 25, 2025

Ms. Alvarez:

Much appreciated. I went ahead and logged onto the Zoom now and will do some other work until you are ready for me.

Thank you for helping attend via Zoom.

Derrick

Derrick M. Valkenburg

Partner | Shutts & Bowen LLP

Tel: (407) 835-6798

300 South Orange Ave., Ste. 1600, Orlando, FL 32801

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From: Isa Alvarez <IAlvarez@cityofpsl.com>

Sent: Wednesday, June 25, 2025 8:21 AM

To: Derrick M. Valkenburg <DValkenburg@shutts.com>

Cc: C.Ryan Maloney <rmaloney@shutts.com>; Laverne D. Durham <LDurham@shutts.com>

Subject: RE: Case No. 31805 - hearing on June 25, 2025

Good morning,

As a courtesy, we will try to have your case taken care of first when we present the cases to be heard for Certification of Fine/Lien (Item 9.a).

Thank you,



Isa Alvarez

Contractor Licensing Coordinator

Building Department

o. 772-873-6371

City of Port St. Lucie | Heart of the Treasure Coast

121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984



How is my service? Please email buildingadmin@cityofpsl.com to submit your suggestions, comments and feedback.

From: Derrick M. Valkenburg <DValkenburg@shutts.com>

Sent: Monday, June 23, 2025 12:58 PM

To: Isa Alvarez <IAlvarez@cityofpsl.com>

Cc: C.Ryan Maloney <rmaloney@shutts.com>; Laverne D. Durham <LDurham@shutts.com>

Subject: RE: Case No. 31805 - hearing on June 25, 2025

Ms. Alvarez:

I appreciate the summary agenda packet. I will see you via Zoom on Wednesday morning.

Thank you.

Derrick

Derrick M. Valkenburg

Partner | Shutts & Bowen LLP

Tel: (407) 835-6798

300 South Orange Ave., Ste. 1600, Orlando, FL 32801

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From: Isa Alvarez <IAlvarez@cityofpsl.com>

Sent: Monday, June 23, 2025 12:06 PM

To: Derrick M. Valkenburg <DValkenburg@shutts.com>

Cc: C.Ryan Maloney <rmaloney@shutts.com>; Laverne D. Durham <LDurham@shutts.com>

Subject: RE: Case No. 31805 - hearing on June 25, 2025

Hello,

Yes, that is correct. For reference, the attached agenda packet includes all of the cases to be discussed at the hearing on Wednesday. Your case is Item # 27 on page 16.

I will announce the case, and the investigator will provide a brief presentation on the case. After that, you will be able to speak. I have notified our communications team with your item # as well.

Please let me know if you have any questions.

Thank you,



Isa Alvarez

Contractor Licensing Coordinator

Building Department

o. 772-873-6371

City of Port St. Lucie | Heart of the Treasure Coast

121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984



How is my service? Please email buildingadmin@cityofpsl.com to submit your suggestions, comments and feedback.

From: Derrick M. Valkenburg <DValkenburg@shutts.com>

Sent: Monday, June 23, 2025 9:54 AM

To: Isa Alvarez <IAlvarez@cityofpsl.com>

Cc: C.Ryan Maloney <rmaloney@shutts.com>; Laverne D. Durham <LDurham@shutts.com>

Subject: RE: Case No. 31805 - hearing on June 25, 2025

Ms. Alvarez:

I received the attached email with Zoom instructions. Please confirm that this means I may appear via Zoom for the hearing on June 25th and that it starts at 9:00 am.

Thank you for all of your help with this.

Derrick

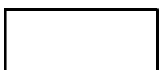
Derrick M. Valkenburg

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Tel: (407) 835-6798

300 South Orange Ave., Ste. 1600, Orlando, FL 32801

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From: Isa Alvarez <IAlvarez@cityofpsl.com>

Sent: Friday, June 20, 2025 10:18 AM

To: Derrick M. Valkenburg <DValkenburg@shutts.com>

Cc: C.Ryan Maloney <rmaloney@shutts.com>

Subject: RE: Case No. 31805 - hearing on June 25, 2025

EXTERNAL: This email originated from outside of the SHUTTS email system. Do not respond, click any links or open any attachments unless you trust the sender and know the content is safe.

Hello,

Following up on our phone conversation, you will find comments left by our plumbing plan reviewer attached. Once the electrical, mechanical, and structural disciplines have completed their review, the contractor will receive an email with all of the corrections that will be required.

Thank you,



Isa Alvarez

Contractor Licensing Coordinator

Building Department

o. 772-873-6371

City of Port St. Lucie | Heart of the Treasure Coast

121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984



How is my service? Please email buildingadmin@cityofpsl.com to submit your suggestions, comments and feedback.

From: Isa Alvarez

Sent: Monday, June 16, 2025 12:37 PM

To: Derrick M. Valkenburg <DValkenburg@shutts.com>; James Laponza <JLaponza@cityofpsl.com>

Cc: C.Ryan Maloney <rmaloney@shutts.com>; contractor licensing <contractorlicensing@cityofpsl.com>

Subject: RE: Case No. 31805 - hearing on June 25, 2025

Hello,

I appreciate you reaching out with an update on the permit. At this time, we are unable to extend the case compliance date past what was granted on the Joint Stipulation agreement. If the permit is not issued before the hearing on June 25th, I would suggest you or an authorized representative attend the hearing to request more time before the Special Magistrate.

I will look into how we can accommodate your request to attend the meeting via Zoom. Can you please provide me with the best phone number to reach you, if necessary?

As an update for your records: Permit # 25-23416 has been sent to Plan Review today, 6/16/25.

Please let me know if you have any questions.

Thank you,



Isa Alvarez

Contractor Licensing Coordinator

Building Department

o. 772-873-6371

City of Port St. Lucie | Heart of the Treasure Coast

121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984



How is my service? Please email buildingadmin@cityofpsl.com to submit your suggestions, comments and feedback.

From: Derrick M. Valkenburg <DValkenburg@shutts.com>

Sent: Friday, June 13, 2025 3:58 PM

To: Isa Alvarez <IAlvarez@cityofpsl.com>; contractor licensing <contractorlicensing@cityofpsl.com>; James Laponza <JLaponza@cityofpsl.com>

Cc: C.Ryan Maloney <rmaloney@shutts.com>

Subject: Case No. 31805 - hearing on June 25, 2025

Ms. Alvarez:

I represent Shivam Properties LLC, the owner of 155 SW Peacock Blvd., regarding the above case number and hearing set for June 25, 2025. The violation results from unpermitted work due to the Owner being misled by an unlicensed contractor. On March 21, 2025, the Owner entered into a joint stipulation of settlement in lieu of enforcement hearing giving the Owner until June 24th to resolve the violation. After a diligent search for licensed contractor, the Owner retained River Ridge Renovations LLC. RRR finalized the exterior permit and it was issued on May 30th. The interior permit was applied for on June 6th, but is still pending plan review. After speaking with Ms. Feilner, the interior permit will likely not be issued before June 24th despite the Owner and RRR's diligent efforts, and a planned meeting for June 20th. Mr. LaPonza and I spoke today, and he confirmed that he has observed the Owner's efforts to come into compliance. In this regard, I was hoping there was a way to have the June 25th hearing continued for 90 days to allow for the Owner to finalize the interior permit, or if that is not possible, I was hoping there is an option for me to appear at the June 25th hearing via Zoom. I appreciate your time and look forward to receiving your feedback.

Thank you.

Derrick

Derrick M. Valkenburg

Partner | Shutts & Bowen LLP

Tel: (407) 835-6798

300 South Orange Ave., Ste. 1600, Orlando, FL 32801

[Bio](#) | [E-Mail](#) | [vCard](#) | www.shutts.com



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Thirtieth day of August in the year Two Thousand Twenty-Four

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Shivam Properties , Shivam Properties LLC
155 SW PEACOCK BLVD
Port St Lucie, FL 34986
Telephone Number: Telephone Number: 561.379.7135

and the Contractor:

(Name, legal status, address and other information)

VIVID CONSTRUCTION & DEVELOPMENT GROUP,, VIVID CONSTRUCTION GROUP LLC
PO BOX 28618
MACON, GA 31221
Telephone Number: 4048635060

for the following Project:

(Name, location and detailed description)

106-256-77 HAMPTON INN & SUITES
155 SW PEACOCK BLVD
PORT ST LUCIE 34986
Year Built 2002 Number of Floors: 4 Floors Number of Keys: 72 Keys BLDG SQFT
45160 72 KEY 4 STORY BUILDING CMU TYPE 5A CONSTRUCTION
RENOVATION-PIP FULL

The Architect:

(Name, legal status, address and other information)

ISOM HAM DESIGN GROUP, ISOM HAM DESIGN GROUP LLC
1309 COLEGATE DR
WILKSBORO NC 28697
Telephone Number: Telephone Number: 3365260038

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

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User Notes:

(3B9ADA43)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
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- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

8/19/24 (MONDAY)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Init.

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User Notes:

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(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than One Hundred Fifty (150) calendar days from the date of commencement of the Work.

☐ [] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

4th floor completion including ffe install
3rd floor completion including ffe install
2nd floor completion including ffe install
1st floor completion including ffe install

Substantial Completion Date

september 20,2024
october 23,2024
november 25,2024
January 13, 2024

Exterior-completion

exterior will be complete before 150 day calendar schedule. 60 days is the time frame for completion

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Six Hundred and Two Thousand Dollars and Zero Cents (\$ 1602000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item

Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$1000/DAY UNLESS THE CONSTRUCTION SCHEDULE IS AFFECTED BY UNFORSEEN MATERIAL DELAYS AND/OR WEATHER

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Init.

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User Notes:

(3B9ADA43)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-Fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Twenty-one (21) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

MATERIAL

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

SUBSTANTIAL COMPLETION

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

OWNER SIGNOFF

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

FINAL PAYMENT WILL BE ISSUED AFTER OWNER/OWNER REP HAS SIGNED OFF ON SCOPE COMPLETION. FINAL PAYMENT WILL INCLUDE RETAINAGE HELD UTD UNLESS DELAYS AND PUNCH AFFECT SUCH RELEASE.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

5.00 % monthly

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Keith A. Johnston
4875 Riverside Drive, Suite 200 (31210)
Post Office Box 899
Macon, Georgia 31202
Telephone Number: (478) 254-8866 Front Desk
Fax Number: (478) 254-8980 Fax Line

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- ☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

RETAINAGE HELD UTD OF TERMINATION

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Lincoln Hospitality Management, LLC and its agents
498 INDIAN HILLS TRAIL
MARIETTA, GEORGIA 30068
Telephone Number: 561.379.7135

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

DAVID MONTANES
133 Lagrange Pl
Macon, Ga 31210
Telephone Number: 4048635060

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:

(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

<https://www.dropbox.com/scl/fo/0pjuea0jw4fqm0iodt7ig/ALWj8KoaYeJrOh8wj1A1gmU?rlkey=2nmn3zbns30hqovzfegufkg13&st=sopknpgc&dl=0>

UPDATED SET OF PLANS INCLUDED NEW MECHANICAL/ELECTRICAL/PLUMBING

RFP LISTED BY LINCOLN HOSPITALITY

HILTON PIP

VIVID BUDGET PROPOSAL (INTERIOR/EXTERIOR)

ALL SHOULD BE ATTACHED WITH THE FORWARDED CONTRACT TO REVIEW

Init.

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User Notes:

(3B9ADA43)

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

. GENERAL 1. The Owner will provide access to one complete floor at a time at minimum . All work will be completed on the floor, which includes the guestrooms and the corridors before proceeding to the next floor. 2. Builders risk insurance will be provided by the Owner . 3. Contractor will provide dumpsters and storage units for the Scope of Services . 4. If Contractor discovers any damp areas or finds evidence of mold or mildew during the renovation, it will be brought to the Owner 's attention. No monies should be included in this proposal to accommodate the remediation except repairs needed to drywall in the replacement of wallpaper in the common areas as well as the guestroom bathrooms which would include any mold or mildew remediation . 5. P ermit documents or permit fees shall not be included in the proposal and should be passed on directly to the Owner as a pass - through cost. 6. Contractor shall bring any building code deficiencies, if any, to the Owner in a timely fashion so the parties

Init.

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User Notes:

(3B9ADA43)

can work together towards a resolution. 7. Owner shall pay cost of all utilities. 8. Owner will not be providing housing onsite and Contractor should account for housing nearby in their proposal. Page 2 of 14 9. Contractor us age of the elevator will be coordinated with the Owner and hotel management. 10. This proposal includes the removal and disposal of the current FF&E as well as the installation of the Owner provided FF&E , which excludes the lamp package in the guestrooms as well as the bed bases. 11. Contractor FF&E installer does not include the installation of drapes and blinds , but does include removal. 12. Owner shall provide all material as outlined in the FF&E Design and Layout Documents. 13. Contractor shall procure material and install according to Hampton standards, Building Code as well as the ADA Guidelines. 14. For the avoidance of doubt, if something is missing from the scope above, the ID drawings should ensure all items are completed and installed as required. Additionally, if it is unknown who will be providing the material, Contractor should assume it will b e provided by them. 15. Contract shall remove all almond color electrical outlets, switches, etc. and replaced with white and décor style with a swing switch. 16. Remove and install new Owner provided signage throughout common areas. 17. All faux wood solid core doors should be replaced with like kind faux wood solid core doors at guestroom entry connecting room as well as common areas where currently installed. Door frames shall be replaced as needed and/or filled/sanded from holes from closures and security late hes. Doors must have adjustable type, automatic, 2 - stage hydraulic door closer as hold - opens of any type are not allowed. 18. Remove and replace all tegular ceiling tiles Tile with 2' - 0"/600 mm x 2' - 0"/600 mm premium, tegular (reveal) edge tiles with a fine texture. Paint all ceiling grids. This includes, but not limited to the following areas: i. Back of House ii. General Manager Office iii. Lobby Area iv. Business Center v. Laundry Room vi. Fitness Center vii. Meeting Room viii. Corridors ix. Storage Rooms

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Lincoln Patel, , MANAGING PARTNER/ Vice President

(Printed name and title)



9/9/2024

CONTRACTOR (Signature)

M. DAVID MONTANES, MANAGING PARTNER & CEO

(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:58:37 ET on 09/04/2024.

PAGE 1

AGREEMENT made as of the Thirtieth day of August in the year Two Thousand Twenty-Four

...

Shivam Properties , Shivam Properties LLC
155 SW PEACOCK BLVD
Port St Lucie, FL 34986
Telephone Number: Telephone Number: 561.379.7135

...

VIVID CONSTRUCTION & DEVELOPMENT GROUP,, VIVID CONSTRUCTION GROUP LLC
PO BOX 28618
MACON, GA 31221
Telephone Number: 4048635060

...

106-256-77 HAMPTON INN & SUITES
155 SW PEACOCK BLVD
PORT ST LUCIE 34986
Year Built 2002 Number of Floors: 4 Floors Number of Keys: 72 Keys BLDG SQFT 45160 72 KEY 4 STORY BUI
LDING CMU TYPE 5A CONSTRUCTION RENOVATION-PIP FULL

...

ISOM HAM DESIGN GROUP, ISOM HAM DESIGN GROUP LLC
1309 COLEGATE DR
WILKSBORO NC 28697
Telephone Number: Telephone Number: 3365260038

PAGE 2

[X] Established as follows:

...

8/19/24 (MONDAY)

PAGE 3

[X] Not later than One Hundred Fifty (150) calendar days from the date of commencement of the Work.

...

4th floor completion including ffe install	<u>september 20,2024</u>
3rd floor completion including ffe install	<u>october 23,2024</u>
2nd floor completion including ffe install	<u>november 25,2024</u>
1st floor completion including ffe install	<u>January 13, 2024</u>

... ~~Exterior completion~~ exterior will be complete before 150 day calendar schedule. 60 days is the time frame for completion

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Six Hundred and Two Thousand Dollars and Zero Cents (\$ 1602000.00), subject to additions and deductions as provided in the Contract Documents.

...

\$1000/DAY UNLESS THE CONSTRUCTION SCHEDULE IS AFFECTED BY UNFORSEEN MATERIAL DELAYS AND/OR WEATHER

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-Fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Twenty-one (21) days after the Architect receives the Application for Payment.

PAGE 5

10%

...

MATERIAL

...

SUBSTANTIAL COMPLETION

...

OWNER SIGNOFF

...

FINAL PAYMENT WILL BE ISSUED AFTER OWNER/OWNER REP HAS SIGNED OFF ON SCOPE COMPLETION. FINAL PAYMENT WILL INCLUDE RETAINAGE HELD UTD UNLESS DELAYS AND PUNCH AFFECT SUCH RELEASE.

...

5.00 % monthly

PAGE 6

Keith A. Johnston
4875 Riverside Drive, Suite 200 (31210)
Post Office Box 899
Macon, Georgia 31202
Telephone Number: (478) 254-8866 Front Desk
Fax Number: (478) 254-8980 Fax Line

...

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

...

RETAINAGE HELD UTD OF TERMINATION

...

Lincoln Hospitality Management, LLC and its agents
498 INDIAN HILLS TRAIL
MARIETTA, GEORGIA 30068
Telephone Number: 561.379.7135

PAGE 7

DAVID MONTANES
133 Lagrange Pl
Macon, Ga 31210
Telephone Number: 4048635060

...

<https://www.dropbox.com/scl/fo/0pjuea0jw4fqm0iodt7ig/ALWj8KoaYeJrOh8wj1AlgmU?rlkey=2nmn3zbns30hqovzfgufkg13&st=sopknpqc&dl=0>

...

UPDATED SET OF PLANS INCLUDED NEW MECHANICAL/ELECTRICAL/PLUMBING

...

RFP LISTED BY LINCOLN HOSPITALITY

...

HILTON PIP

...

...

VIVID BUDGET PROPOSAL (INTERIOR/EXTERIOR)

...

ALL SHOULD BE ATTACHED WITH THE FORWARDED CONTRACT TO REVIEW

PAGE 9

. GENERAL 1. The Owner will provide access to one complete floor at a time at minimum . All work will be completed on the floor, which includes the guestrooms and the corridors before proceeding to the next floor. 2. Builders risk insurance will be provided by the Owner . 3. Contractor will provide dumpsters and storage units for the Scope of Services . 4. If Contractor discovers any damp areas or finds evidence of mold or mildew during the renovation, it will be brought to the Owner 's attention. No monies should be included in this proposal to accommodate the remediation except repairs needed to drywall in the replacement of wallpaper in the common areas as well as the guestroom bathrooms which would include any mold or mildew remediation . 5. Permit documents or permit fees shall not be included in the proposal and should be passed on directly to the Owner as a pass - through cost. 6. Contractor shall bring any building code deficiencies, if any, to the Owner in a timely fashion so the parties can work together towards a resolution. 7. Owner shall pay cost of all utilities. 8. Owner will not be providing housing onsite and Contractor should account for housing nearby in their proposal. Page 2 of 14 9. Contractor use of the elevator will be coordinated with the Owner and hotel management. 10. This proposal includes the removal and disposal of the current FF&E as well as the installation of the Owner provided FF&E , which excludes the lamp package in the guestrooms as well as the bed bases. 11. Contractor FF&E installer does not include the installation of drapes and blinds , but does include removal. 12. Owner shall provide all material as outlined in the FF&E Design and Layout Documents. 13. Contractor shall procure material and install according to Hampton standards, Building Code as well as the ADA Guidelines. 14. For the avoidance of doubt, if something is missing from the scope above, the ID drawings should ensure all items are completed and installed as required. Additionally, if it is unknown who will be providing the material, Contractor should assume it will be provided by them. 15. Contract shall remove all almond color electrical outlets, switches, etc. and replaced with white and décor style with a swing switch. 16. Remove and install new Owner provided signage throughout common areas. 17. All faux wood solid core doors should be replaced with like kind faux wood solid core doors at guestroom entry connecting room as well as common areas where currently installed. Door frames shall be replaced as needed and/or filled/sanded from holes from closures and security latches. Doors must have adjustable type, automatic, 2 - stage hydraulic door closer as hold - opens of any type are not allowed. 18. Remove and replace all tegular ceiling tiles with 2' - 0"/600 mm x 2' - 0"/600 mm premium, tegular (reveal) edge tiles with a fine texture. Paint all ceiling grids. This includes, but not limited to the following areas: i. Back of House ii. General Manager Office iii. Lobby Area iv. Business Center v. Laundry Room vi. Fitness Center vii. Meeting Room viii. Corridors ix. Storage Rooms

...

Lincoln Patel, , MANAGING PARTNER/ Vice President

M. DAVID MONTANES, MANAGING PARTNER & CEO

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, LINCOLN PATEL, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:58:37 ET on 09/04/2024 under Order No. 2114564154 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Renovation Plan									
Date: 7/25/24									
HAMPTON INN-HILTON									
Address: 155 SW PEACOCK BLVD, PORT ST LUCIE, FL 34986									
Property Summary									
Year Built 2002									
Number of Floors: 4 Floors									
Number of Keys: 76 Keys									
BLDG SQFT								45160	
\$/SQFT								35.48	
\$/KEY								\$22,252.22	
Public Space Information									
Area									
Structural and Truss Package									
Structural Steel Package and erection				CFCI		1		\$32,000.00	
Structural Truss Package and lumber				CFCI		1		\$14,500.00	
4 Additional rooms-rough in (108, 220, 222, 224)									
electrical rough				CFCI		4		\$4,000.00	
mechanical rough				CFCI		4		\$4,500.00	
plumbing rough				CFCI		4		\$5,500.00	
sheetrock & finish				CFCI		4		\$1,600.00	
insulation				CFCI		4		\$800.00	
doors & hardware				CFCI		8		\$1,750.00	
fire alarm				CFCI		4		\$2,200.00	
sprinkler				CFCI		4		\$2,150.00	
ONITY (CONFIRM CALIBRABRATION)				CFCI		4		\$600.00	
Exterior EIFS									
BLDEXTERIOR PER PLANS-STRUCTURE INCLUDE PLANS AND DETAILS*****				CFCI		1		\$444,000.00	
Canopy pavers should be replaced with non-slip brick pavers similar to the below in multi-tonal				CFCI		1		\$0.00	
SIDEWALK DEMO AND RE-POUR-----*				CFCI		1		\$5,600.00	
Gift shop									
installation of Owner provided signage/graphics and refrigeration/freezer units.				OFCI		1		\$150.00	
millwork				CFCI		1		\$12,500.00	
								\$150.00	
								\$12,500.00	

Front Desk/ Lobby					
remove, liquidate, and replace tables and chairs, artwork	OFCI	1		\$1,000.00	\$1,000.00
remove carpet and install owner provided carpet w/base	OFCI	1		\$1,500.00	\$1,500.00
Communal table Pendants	OFCI	3		\$150.00	\$450.00
install new tile	OFCI	1		\$4,000.00	\$4,000.00
Reclad front DESK and install new quartz	CFCI	1		\$5,500.00	\$5,500.00
Install corner guards & wall vinyl	OFCI	1		\$9,800.00	\$9,800.00
Paint Doors	CFCI	1		\$500.00	\$500.00
Create cabinetry to house refrigerator, binders, etc. with a quartz top	CFCI	1		\$1,800.00	\$1,800.00
install all FF&E. INCLUDING SIGNATURE GRAPHICS	OFCI	1		\$1,500.00	\$1,500.00
Vending Area					
Remove and replace vinyl wall covering. Drywall shall be replaced as needed.	OFCI	4		\$500.00	\$2,000.00
Remove and replace with Owner provided Tile throughout vending areas.	OFCI	4		\$375.00	\$1,500.00
Business Center					
Remove the existing carpet, carpet pad and base and install Owner provided carpet, carpet pad and base.	OFCI	1		\$500.00	\$500.00
Remove and replace vinyl wall covering. Drywall shall be replaced as needed.	OFCI	1		\$500.00	\$500.00
Remove countertops and replace with quartz.	CFCI	1		\$450.00	\$450.00
Re-finish cabinets. (SANDING AND RESTAINING)	CFCI	1		\$1,200.00	\$1,200.00
Public Restroom Relocation					
plumbing rough in	CFCI	2		\$2,200.00	\$4,400.00
Door & hardware (WILSON ART FINISH-FLAT PANEL)	CFCI	2		\$1,750.00	\$3,500.00
Sheetrock and Finish	CFCI	1		\$780.00	\$780.00
Public Restrooms					
Remove accessories/artwork.	CFCI	2		\$100.00	\$200.00
Vanity & tops	CFCI	2		\$1,500.00	\$3,000.00
Prep/paint Ceilings and Doors.	CFCI	2		\$250.00	\$500.00
install flooring (FLOOR AND WET WALL)	OFCI	2		\$600.00	\$1,200.00
Prep walls and install VWC	OFCI	2		\$700.00	\$1,400.00
install all FF&E.	CFCI	2		\$125.00	\$250.00
Kitchen/Buffer Area					
Demo, remove, store, & protect FF&E.	CFCI	1		\$1,200.00	\$1,200.00
Prep/paint walls and ceilings.	CFCI	1		\$900.00	\$900.00
Plumbing fixtures to be re-connected by Contractor including faucet.	CFCI	1		\$600.00	\$600.00
Contractor to procure and install touchless sink faucet, soap dispenser, and towel dispenser	CFCI	1		\$1,500.00	\$1,500.00

Remove and replace floor tiles and baseboards including the breakfast storage area.	CFCI	0	\$0.00	\$0.00
Install corner guards.	OFCI	1	\$150.00	\$150.00
Remove all cabinetry and METAL tops and replace with new cabinetry (uppers and lowers) PREP AREA	CFCI	1	\$4,200.00	\$4,200.00
Repair and touch up paint as needed as well as paint door frame trim.	CFCI	1	\$1,000.00	\$1,000.00
Install new TILE	OFCI	2	\$1,200.00	\$2,400.00
install all FF&E.	OFCI	1	\$850.00	\$850.00
Replace interior graphics and signage.	OFCI	1	\$100.00	\$100.00
Remove all tegular ceiling tiles-paint grid=replace with washable tegular tile (BUFFET SAME AS HALLWAY)	OFCI	330	\$4.00	\$1,320.00
Remove countertops on the breakfast serving cabinets and replace with quartz.	CFCI	1	\$5,600.00	\$5,600.00
Remove cabinet metal legs and re-finish buffet area cabinets.	CFCI	1	\$4,300.00	\$4,300.00
Remove and Install Owner provided graphics above tile backsplash.	OFCI	1	\$150.00	\$150.00
Fitness Room per plans*				
Remove accent vwc, prep wall, install new vwc.	OFCI	1	\$1,600.00	\$1,600.00
New door (right hand swing) w/hardware	CFCI	1	\$1,200.00	\$1,200.00
New Electrical including tv install	OFCI	1	\$1,500.00	\$1,500.00
Hydration station and new plumbing	OFCI	1	\$500.00	\$500.00
Install new graphics	OFCI	1	\$150.00	\$150.00
Provide and install new Fitness Mirror -custom	FRAME BY OWNER	1	\$350.00	\$350.00
Install new rubber mat provided by owner	OFCI	1	\$3,000.00	\$3,000.00
Swimming Pool			TBD	TBD
Remove pool fence and replace with a black aluminum fence that is 48" in height with a gate.	CFCI	1	\$5,700.00	\$5,700.00
pool deck should be replaced with non-slip brick pavers	CFCI	1		
Meeting Room & Boardrooms				
install all FF&E including TV	OFCI	1	\$500.00	\$500.00
Remove the existing carpet, carpet pad and base and install Owner provided carpet, carpet pad and base.	OFCI	1	\$800.00	\$800.00
Remove and replace vinyl wall covering as well as corner guards.	OFCI	1	\$1,200.00	\$1,200.00
Paint all metal doors and door frames in corridors/common areas.	CFCI	1	\$500.00	\$500.00
Remove and replace vinyl wall covering as well as corner guards.	OFCI	1	\$1,600.00	\$1,600.00
Remove all cabinetry and tops and replace with new cabinetry and quartz countertops.	CFCI	1	\$3,200.00	\$3,200.00
Guestrooms				
Demo/remove/store/protect FF&E.	CFCI	72	\$2,100.00	\$151,200.00
Drywall repair as needed where artwork and drapes removed.	CFCI	72	\$100.00	\$7,200.00

Prep/paint walls	CFCI	76	\$700.00	\$53,200.00
Prep/paint ceilings. (Remove popcorn ceiling and refinish to a flat surface and paint.)	CFCI	76	\$300.00	\$22,800.00
Install corner guards.	OFCI	76	\$25.00	\$1,900.00
Install I-latch at GR entry	CFCI	76	\$25.00	\$1,900.00
Studio suites are going to have cabinetry replaced per sketch in the RFP instead of reface.	CFCI	24	\$1,470.00	\$35,280.00
Barn door install and blocking	OFCI	76	\$275.00	\$20,900.00
Install new carpet pad and carpet.	OFCI	76	\$400.00	\$30,400.00
Install new rubber base.	OFCI	76	\$75.00	\$5,700.00
Replace receptacle covers	CFCI	76	\$10.00	\$760.00
Replace thresholds (entry and connector).	CFCI	76	\$75.00	\$5,700.00
Replace interior graphics and signage.	OFCI	76	\$10.00	\$760.00
INSTALL all FF&E.	OFCI	76	\$700.00	\$53,200.00
Guestroom Baths				
Remove accessories/artwork.	CFCI	72	\$25.00	\$1,800.00
Prep/Paint walls, door, ceilings. (knockdown) *Bathrooms should have gypsum knockdown texture in replacement of orange peel knockdown. *	CFCI	76	\$350.00	\$26,600.00
*Note Room 105 needs to be converted from a shower to an ADA tub. *				
Install vanity light above mirror	OFCI	76	\$50.00	\$3,800.00
Vanity Light and Exhaust Fan switch should be combined into one switch.	CFCI	72	\$75.00	\$5,400.00
vanity removal and install	OFCI	76	\$550.00	\$41,800.00
Remove and replace exhaust fan with lower CFM	CFCI	76	\$50.00	\$3,800.00
Procure & install accessories.	CFCI	76	\$75.00	\$5,700.00
Maintenance Shop				
Corridors/Stairwells				
Demo/remove artwork/signage	CFCI	4	\$250.00	\$1,000.00
Remove and replace all tegular ceiling tiles. Paint all ceiling grids.	CFCI	4	\$3,200.00	\$12,800.00
Entry doors and guest facing doors that have the wood doors will be replaced with new doors with a wilson art finish as outlined in the finish schedule – not painted.	CFCI	99	na	\$68,385.00
Install corner guards.	OFCI	4	\$300.00	\$1,200.00
Remove & install new wall sconces (some need to be moved to center of wall)	OFCI	39	\$75.00	\$2,925.00
Install new rubber base.	OFCI	4	\$350.00	\$1,400.00
Remove and replace vinyl wall covering as well as corner guards.	OFCI	4	\$7,500.00	\$30,000.00
Install new carpet pad & carpet.	OFCI	4	\$2,500.00	\$10,000.00
install all FF&E/signage.	OFCI	76	\$25.00	\$1,900.00

STOP WORK ORDER NOTICE

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

Reason(s) for issuing the Stop Work Order:

FBC 105.1

Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official and obtain the required permit.

155 SW PEACOCK BLVD

ADDRESS

33/TRACT L

SEC/BLOCK/LOT

12/10/2024

DATE

BUILDING OFFICIAL

THIS PROPERTY WILL BE CHECKED PERIODICALLY FOR COMPLIANCE

James LaPonza - Licensing Investigator

Issued By

DO NOT REMOVE THIS NOTICE

Hampden Inn & Suites









