

**City of North Miami Beach
Community Redevelopment Agency**



Community Redevelopment Agency Board of Commissioners:

Chairman George Vallejo
Commissioner Anthony DeFillipo
Commissioner Phyllis S. Smith
Commissioner Beth E. Spiegel
Commissioner Frantz Pierre
Commissioner Barbara Kramer
Commissioner Marlen Martell

Date: January 23rd, 2014

Time: 6:00 PM

Location: 2nd Floor Council Chambers, City Hall
17011 NE 19th Avenue, North Miami Beach, Florida 33162

AGENDA

1. Call to Order / Roll Call
2. Approval of Minutes: December 17th, 2013
3. Façade Application: Womens & Teens Health Clinic
4. Next CRA Board Meeting: February 27th, 2014
5. Adjournment

**CITY OF NORTH MIAMI BEACH
BOARDS AND COMMITTEES MEETING MINUTES**

NAME OF BOARD/COUNCIL: COMMUNITY REDEVELOPMENT AGENCY, BOARD OF COMMISSIONERS

NAME OF PERSON PREPARING SUMMARY: K. MCGUIRE, PROTOTYPE

NAMES OF STAFF, AND INVITED GUESTS PRESENT: CRA COORDINATOR RASHA CAMEAU, CITY MANAGER / CRA DIRECTOR ANA GARCIA, CITY ATTORNEY DARCEE SIEGEL, ECONOMIC DEVELOPMENT CONSULTANT KEVIN CROWDER, CHRIS BROWN, SHARON MCCORMICK

BOARD MEMBERS: COMMISSIONER/CHAIR VALLEJO, COMMISSIONER DEFILLIPO, COMMISSIONER KRAMER, COMMISSIONER MARTELL, COMMISSIONER PIERRE, COMMISSIONER SMITH, COMMISSIONER SPIEGEL

TYPE OF MEETING: REGULAR MEETING **DATE:** December 17, 2013

MINUTES

AGENDA ITEM 1 - Call to Order / Roll call: 5:00 p.m.

Roll Call: Roll was taken at 5:21 p.m. It was noted a quorum was present.

AGENDA ITEM 2 – Approval of Minutes: August 27, 2013. A motion was made, and duly seconded, to approve the minutes of the August 27, 2013 meeting. In a voice vote, the motion passed unanimously (7-0).

AGENDA ITEM 3 – Approval of Minutes: October 24, 2013. A motion was made, and duly seconded, to approve the minutes of the October 24, 2013 meeting. In a voice vote, the motion passed unanimously (7-0).

AGENDA ITEM 4 – Review and Approval of the Economic Development Consultant Service Agreement: Redevelopment Management Associates (RMA). Ms. Cameau explained that since the previous year, Economic Development Consultant Kevin Crowder’s firm has merged with Redevelopment Management Associates (RMA). The updated agreement also includes a new scope of services, which includes an additional \$20,000 for branding, marketing, and discussion of the City’s and CRA’s identities as economic development issues. The contract total is \$45,000, with a monthly payment of \$3750.

The Board members discussed the expense associated with branding and marketing, which will be provided by RMA. This expense includes 30 hours per month allocated to marketing, redevelopment, special event programming, and public/private partnership assistance. Mr. Crowder advised that the 2013-14 CRA Implementation Plan will support both City-wide and CRA-specific branding efforts and the City’s Strategic Plan. The CRA Implementation Plan is intended to aggressively publicize incentives and efforts within the CRA, including branding and marketing. City Manager Ana Garcia emphasized the importance of a seamless marketing effort between the CRA and the City as a whole in order to encourage economic development.

The Board discussed amendments to the scope of services, such as the inclusion of some services in the scope rather than as potential additional expenses.

AGENDA ITEM 5 – Review & Discussion of 2013-14 CRA Implementation Plan. Mr. Crowder showed the Board a PowerPoint presentation reviewing the CRA Implementation Plan, which seeks to proceed with a market-driven effort to assist small business, create jobs, and attract development within the CRA. Areas of focus in 2013 included the following:

- Promote an identity that encourages business investment;
- Attract new business and major capital investment;
- Assist small businesses; and
- Policy decisions.

Mr. Crowder reviewed some of the previous year’s accomplishments, including adoption of a tenant improvement grant program and a tax increment financing (TIF) rebate, proposal of a mixed-use overlay zoning district, improvements on 163rd Street, and repeal of a waiting period attached to zoning changes, among others. These

changes have led to increased interest in the City by developers and investors. The addition of RMA's services to the proposed 2014 contract will bring a focus on marketing, incentives, CRA planning, urban design, and other significant aspects of the implementation plan.

The 2013-14 Implementation Plan will be presented to the Redevelopment Advisory Board in December and brought back to the CRA Board in January, including timelines, tasks, and budgets for each item included in the plan. Mr. Crowder briefly reviewed these items, which include a realistic five-year finance plan, development of an identity for the City and improvement of its image and reputation, public relations and marketing, and public realm improvements. He emphasized the need for a mixed-use zoning overlay district, and noted that the potential Tri-Rail station on 164th Street could act as a catalyst for additional redevelopment and investment within the City and the CRA. He concluded that ways to assist small businesses include working with Code Enforcement, parking and infrastructure issues, and the façade and tenant improvement programs, among others.

Sharon McCormick of RMA addressed the issue of branding as it relates to economic development, citing examples of successful branding efforts the firm has achieved in other cities. She described this process as the creation of a sense of place, which can be achieved by research into the areas, outreach through social media, and special events and activities within the communities. Mr. Crowder reiterated that support of a mixed-use zoning overlay would be an important next step for the CRA and the City.

The Board members discussed the presentation and the CRA Implementation Plan, including identification of how North Miami Beach might be successfully branded and the importance of bringing in new business. It was noted that the City's canal is considered its best underused asset. Mr. Crowder emphasized the importance of partnership between the CRA and the City's planning, community development, and capital improvement efforts, which will identify the infrastructure necessary to support new business and growth. Ms. Garcia noted that representatives of these City Departments also work with RMA, and confirmed that the City's budget will comprehensively address these needs.

The members also discussed a timeline for the CRA Implementation Plan and performance measures that will show the Plan's progress. Mr. Crowder explained that a 12-month work plan, including specific tasks, assignments, and deadlines, will be developed into an implementation matrix, which will be presented to the Board on a monthly basis in 2014. Chris Brown of RMA cited examples of their success in the city of Oakland Park over the past two years, including the development and branding of that city's culinary arts district and the attraction of related business and industry.

Ms. Garcia added that it is important to invest in infrastructure and parking throughout the City as well as within the CRA in order to attract economic development. Improvements begun within the CRA are likely to spread throughout the City. Mr. Crowder noted that a great deal of the work done over the previous year has focused on driving new investment through the implementation of incentives, such as the TIF rebate program; next steps include removing obstacles in the planning and zoning process. He cautioned that new development will not occur right away, and that a City-wide branding and strategic planning effort is very important in addition to branding and planning within the CRA. Ms. Garcia added that special events will draw attention to the foundation for improvements being laid within the City, which can attract investors to participate in the early stages of redevelopment.

Commissioner Martell remarked that the combination of schools, parks, and water often contributes to urban development. She pointed out that these attributes exist on or near Hanford Boulevard, but have not been fully developed or connected as part of a city center in the past. Commissioner Spiegel noted that a Healthy Heart Walk is planned along the canal in February 2014, which could contribute to the branding of the area.

A motion was made by Commissioner Smith, and duly seconded, to accept the contract with the [two amendments] as stated. In a voice vote, the motion passed unanimously (7-0).

Ms. Cameau noted that the CRA Implementation Plan will be reviewed further with the Redevelopment Advisory Board and will be presented to the CRA Board for approval in January 2014. Mr. Crowder added that the Board members will be able to review the Plan and reach out to him with further comments and suggestions prior to the

next meeting.

AGENDA ITEM 6 – Review & Approval of Interior Renovation Application Guidelines. Ms. Cameau recalled that this tenant improvement grant program will provide a 50% match of the property owner's tenant improvement allowance up to \$10/sq. ft., with a maximum grant of \$25,000. This program may be used in conjunction with the façade grant program, with the combined grant not to exceed \$25,000; however, the CRA Board may increase this maximum amount at their discretion. The grant will be available to new businesses and to existing businesses that are expanding by more than 50%. Eligible improvements are those that would remain if a tenant moved out of the property. Should the property owner sell within four years of a project's completion date, the grant must be repaid to the CRA.

The Board members discussed the guidelines, including the possibility that consecutive tenants may wish to make improvements to a given property. It was clarified that the \$25,000 maximum is per property rather than per tenant, although Mr. Crowder noted that this could be changed if the Board wished, as it could limit the improvement available to a strip center. Chair Vallejo emphasized that the Board would need discretion to make exceptions in special cases, such as more than one business existing on a given property; however, Commissioner Smith pointed out that owners have taken advantage of grant programs in the past to make improvements to multiple bays, and stated that the Board should be able to limit the amount granted to individual storefronts on the same property. City Attorney Darcee Siegel clarified that as the program is currently written, property owners may allocate their grant funds to multiple tenants.

A motion was made by Commissioner Spiegel, seconded by Commissioner Smith, to approve the interior renovation application guidelines.

Ms. Siegel read the following into the record:

CRA Policy Resolution 2013-6: A resolution of the North Miami Beach Community Redevelopment Agency Board approving incentive guidelines for the interior improvement grant program, authorizes the CRA Executive Director to take any and all actions necessary to implement such guidelines in accordance with the Board's intentions and approvals, and providing an effective date.

In a voice vote, the motion passed unanimously (7-0).

AGENDA ITEM 7 – Next CRA Board Meeting: January 23, 2014. It was noted that this meeting will convene at 6 p.m.

AGENDA ITEM 8 – Adjournment. There being no further business to come before the Board at this time, the meeting was adjourned at 6:28 p.m.

North Miami Beach CRA Facade Improvement Grant Application

Date 10/18/13

Name and Type of Business

Women + teens Healthcare.
MEDICAL CENTER

Location of Business

(Street address, name of building if applicable)

16870 N.E. 15TH Ave, NMB
16876 N.E. " " "
16880 N.E. " " "
33162,

Name/Address of Property Owner

SYLVESTER BRAITHWAITE MD
STILL AIMING HIGH LLC
16876 N.E. 15TH Ave
N.M.B. FL. 33162

Property Owner Phone

954-347-0070

Applicant's Mailing Address

16876 N.E. 15TH Ave
N. MIAMI BEACH. FL.
33162

Email Address

DRBRAITHWAITE@MAC.COM

Property Folio # (s)

16870 07-2209-023-0010
16880 -07 2209023 0020
16876 -07-2209023-001

Total Cost of Project \$

\$6,500

Requested Grant Amount \$

\$3,250

Reviewed by Sose Bonio for technical and
Carlos Rivero, Planning + Zoning

General description of proposed improvement:

- Facade
- Siding
- Walls/Fencing
- ADA improvements
- Pedestrian amenities
- Windows/Doors
- Awnings/Canopies
- Lighting
- Painting
- Signage
- Detached monument signs
- Sidewalks/Surface Parking
- Landscape

Other details: Attach sheet if needed.

APPLICATION MUST BE ACCOMPANIED BY THREE (3) BONA FIDE BIDS FROM LICENSED CONTRACTORS FOR THE WORK TO BE COMPLETED UNDER THIS PROGRAM. THE LOWEST OF THE THREE BIDS WILL BE CHOSEN.

Signature of Property Owner RA Braithwaite

Print Name of Property Owner Dr. Sylvester Braithwaite

Date 12/2/13

Proposed Scope of Work

Please provide a brief, general description of the work to be performed, materials to be used, color and material samples (if applicable).

- **Exterior Walls** (Includes facade (if applicable) structural, decorative and non-functional elements)

- **Siding**

- **Windows/Doors**

- **Awnings/Canopies**

- **Walls/Fencing**

- **Lighting**

- **Painting**

- **ADA Improvements**

- Signage/Detached Monument signage

- Sidewalk/Surface Parking Improvements

Paint + seal coating of parking lot.

- Pedestrian Amenities

- Other Proposed Use

Attachments:

The following attachments are required:

- Current survey of property
- Site Plan
- Existing Elevation Drawings/Pictures
- Proposed Elevation Drawings/Renderings
- Schematic drawings illustrating proposed work, or pictures with project description outlines.
- Permitting Department Review.
- Three bids for work to be completed.

Grant Funds Usage

PLEASE NOTE: ARCHITECTURAL FEES, SURVEY FEES, PERMIT FEES, ETC ARE NOT ELIGIBLE FOR REIMBURSEMENT.

Signage Cost: \$
 Removal New Altered/Repaired

Awning Cost: \$

Painting Cost: \$
Square feet _____

Cosmetic Alteration Cost: \$
Describe:

Other Cost:

\$

\$

\$

Structural Alteration Cost: \$
Describe:

Total Project Cost: \$

Amount Requested \$
(Not to Exceed 50% of Total Project Cost)*: \$

**Grantee is solely responsible for securing & paying for any permits
I hereby submit this application for a Facade Improvement Grant. I understand that these must be approved by the City of North Miami Beach CRA and no work should begin until I have received written approval from the CRA. I also understand that the grant funds will not be paid until the project is completed and a CC or CO is obtained.*

Signature of Applicant/
Property Owner PA - Smithway Date 12/2/13

Please submit this checklist as part of your application

**NOTICE TO APPLICANTS:
THE CRA AND THE CITY OF NORTH MIAMI BEACH MAY REQUIRE THE FOLLOWING:**

Improvements

SIGNS/DETACHED MONUMENT SIGN:

- Provide a color rendering of the design chosen.
- Include specifications as to the size and width of the sign.
- Note how and where the sign will be hung on the building.
- Make sure the design and size comply with City codes.
- Submit at least three written bids from sign companies.

AWNINGS:

- Provide information about color and style of awning chosen. Remember, awning selection must take into account the architectural style of the building.
- Note where awning will be placed on building.
- Provide sample of material and color rendering.
- Submit three written bids as required.

PAINT: (provide color rendering)

- Provide samples of the colors chosen.
- Mark the location of body colors and accent colors.
- Submit three written bids as required.

COSMETIC IMPROVEMENTS:

- Provide pictures and/or samples of the accessories (such as lighting, planter boxes, etc.)
- Submit written bids from three licensed contractors.

STRUCTURAL AND EXTERIOR FACADE ALTERATION:

- Provide a rendering of major changes.
- Provide all applicable items from Minor Improvements list above.
- Provide building and construction details, diagrams, and signed and sealed engineering or architectural drawings, as appropriate in accordance with City requirements.
- Submit three written bids from licensed contractors.

INDEMNITY AND HOLD HARMLESS AGREEMENT

Dr. Braithwaite (the Property Owner) agree(s) to indemnify and hold harmless the City of North Miami Beach and the North Miami Beach Community Redevelopment Agency and their elected officials, commissioners, officers, employees, agents or instrumentalities (collectively the "Indemnified Parties"), from any and all claims, liabilities, demands, suits, causes of actions or proceedings of any kind or nature, losses or damages including attorneys' fees and costs (at both the trial and appellate levels), which the Indemnified Parties may incur arising out of the negligent acts, errors, omissions, intentional acts, or any other cause in connection with, related to or resulting from the Property Owner's participation in the North Miami Beach CRA Facade Improvement Grant Program including but not limited to, any claims for personal injury or property damage from the work performed as part of the project and including, without limitation, any third party claims and claims made by or against Property Owner's contractors and their subcontractors. The obligation to indemnify and hold harmless specifically includes claims, liabilities, demands, suits, causes of actions or proceedings arising from the acts or omissions of the Indemnified Parties including the failure of the North Miami Beach Community Redevelopment Agency to fund the grant due to funding unavailability for any reason. The Property Owner shall pay claims and losses in connection with the all of the foregoing and shall investigate and defend all claims, suits, or action of any kind or nature, including appellate proceedings in the name of the applicable indemnified party, and shall pay all costs and judgments and attorney's fees and costs which may issue thereon at both the trial and appellate levels. The parties agree that this Indemnity and Hold Harmless Agreement, and its underlying obligations, will be construed under Florida law. The Property Owner further agrees not to contest jurisdiction nor venue in the courts situated in Miami-Dade County, Florida. In consideration of being granted monies for restoration, modifications, signage, or other physical changes to the property located at the above address, the Property Owner is solely responsible for providing contractors and subcontractors, and assuring that contractors and subcontractors are fully insured and licensed and have obtained all necessary permits in accordance with City and County regulations.

Property Owner agrees that this Indemnity and Hold Harmless Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion of the Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Property Owner further states that he/she/it has carefully read the above Indemnity and Hold Harmless Agreement and knows its contents and signs this Agreement as Property Owner's own free act. Property Owner's obligations and duties hereunder shall in no manner be limited or restricted by the maintaining of any insurance coverage related to the above referenced event. The undersigned hereby represents and warrants that he/she has full and legal authorization to enter into this Agreement and be obligated thereby.

Dated this 2 day of December 2013.

Property Owner
Signature [Signature] Print Name Sylvester Braithwaite

Witness [Signature] Print Name Laura Arroyo

Pavement Maintenance Proposal

Women and Teens Healthcare

Laura Arroyo

Project:

Parking lot improvements

16876 NE 19th Ave
North Miami Beach, FL 33162

1800asphalt
a Parking Lot Services Company

Jay Rosenberg
Sales Person

Service Provider Information

Company Info

1800asphalt
a Parking Lot Services Company

1-800 Asphalt, Inc.
1309 SW 21st Terrace
Fort Lauderdale, Florida, 33312

P: 954-588-4467
F: 8666268754
www.1800asphaltinc.com

Contact Person

Jay Rosenberg
Sales Person
jrosenberg@1800asphaltinc.com
Cell: 561-983-2527

About Us

1-800-Asphalt, Inc. is committed to solving problems with the design, maintenance and construction of asphalt and concrete services throughout Florida. We understand that delivering on the needs of you, or customer, is what matters the most.

We have been providing all aspects of pavement maintenance and construction for more than 20 years. You will see that our use of technology will provide efficiencies that enable very competitive pricing as well as many references of commercial, industrial and municipal market we will share.

We look forward to demonstrating how we can make your life easier by using the services of 1-800-Asphalt, Inc.!

Proposal: Parking lot improvements

New Asphalt Pavement | Overlay

1. The area under consideration for new asphalt surface comprises approx. 2,850 square feet.
2. All areas will be barricaded before, during and after this project.
3. In order to make sure that the new surface meets existing surfaces flush, we will remove existing pavement where it meets utility lids, concrete aprons, dumpster pads etc to create the smoothest transition possible.
4. All surfaces to be paved will be cleaned of all loose materials.
5. **PrePave Leveling** : Our firm will level low and depressed areas by installing **2 tons** of asphalt leveling surface. This is a very important process that will enable minimization of standing water.
6. We will prime or tack coat
7. Our firm will machine install 1 inches of compacted thickness hot (Type SIII) surface asphalt, with all work being completed in 1 trip(s). **Vital to note that all work we specify is the final depth, not the depth prior to compaction.**
8. **Parking Blocks**: This proposal includes the setting aside and replacing 12 parking blocks/chalks. We will do everything possible not to damage any parking block, however if they are currently damaged moving them will cause possible future damage, of which will be an additional charge.
9. NOTE: Includes up to 50 sq ft asphalt patching in remainder of parking lot if done at the same time as the overlay.

Total Price for this item: \$3,380.00

Sealcoating Specification (remainder of lot)

1. The area under consideration comprises approx. **5,319 square feet** .
2. Our firm will complete this project in **1 trip(s)**.
3. To complete this project with minimal disruption to your operation, we have included the work to be complete on a **Weekend** .
4. It is the owners responsibility to have all material, cars, equipment etc removed from the area where the work will take place.
5. We will barricade all areas where we will be working.
6. All surface will be cleaned of all loose material, weeds, grass and dirt so that the material will adhere to the existing surface.
7. **Oil Spots** will be scraped, cleaned, and then we will install latex based emulsion to help prevent oil & gas bleeding up through the freshly applied sealant.
8. We will install your sealant by Spray application.
9. **Additive**: We will be using **Neyra -ArmorFlex** as per the manufacturers specification.
10. **Sealant Material**: Our firm will install **2 coat(s) of Neyra (Tarconite)** pavement sealer as per the attached manufactures specification link.
11. This process will carry a 1 year warranty.
12. **Highly Recommended**: For Optimum performance and durability a third coat should be sprayed at main drives, intersections, entrances / exits, if elected add \$.04 to totaling sq. ft. for requested 3rd coat areas (see attached specifications).

Total Price for this item: \$995.00

Concrete Verticle (Trenched) Modified "D" Curb

1. **Barricading** : All areas will be barricaded before, during and after the project. It is the owners responsibility to make sure all barricades remain effective after our crews leave the jobsite.

Proposal: Parking lot improvements

2. Cut, remove and haul away existing extruded curb in two areas totaling 65 l/f.
3. Install new concrete 6"x 12" **trenched curb** w/ 2 #3 rebar in areas totaling 110 l/f. This includes the area to include two realigned and protected parking spaces.
4. We will form, place and finish to match existing concrete with 3,000 psi AE concrete.
5. Spread existing trenched material behind new curbing areas, if trenched material is to be hauled away add \$.38 per/l/f of curb.

Total Price for this item: \$2,250.00

Line Striping

1. Our firm will restripe the parking lot area as per the existing layout.
2. All work will be performed so that there is minimal interruption to your facility.
3. If sealcoating, we will stripe parking area after the sealcoating material has cured.
4. 23 Regular parking spaces (two spaces to be realigned as pull in versus parallel parking).
5. 1 H/C spaces and walkway
6. Scrape all concrete car stops to remove loose paint, dirt and debris prior to repainting.
7. Replace five broken or missing car stops
8. Repaint all existing concrete car stops.

Total Price for this item: \$650.00

Area for overlay Ex. 1



Notes:

Area for Overlay Ex. II



Notes:

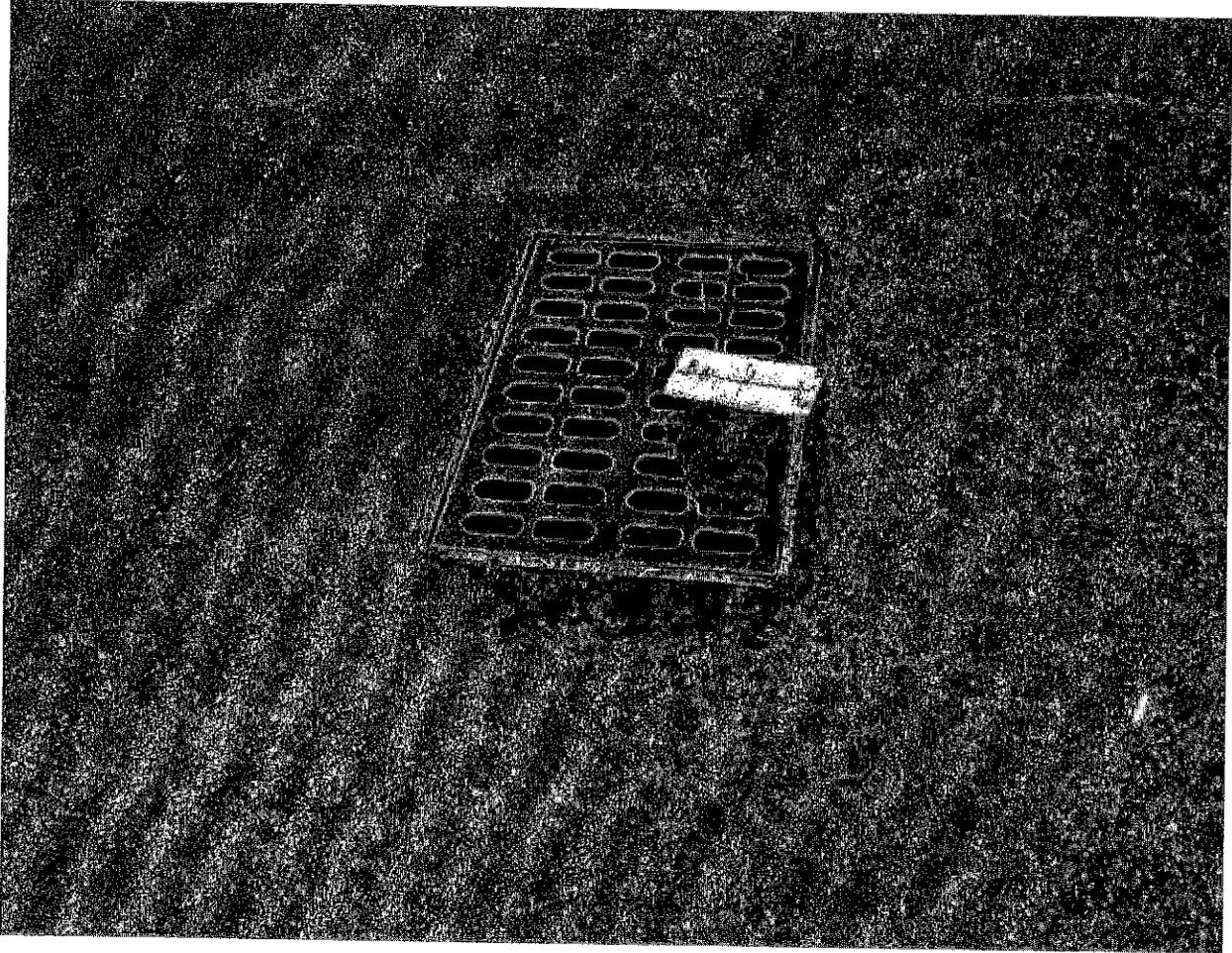
Proposal: Parking lot improvements

Damaged curbing



Notes:

Pavement damage



Notes:

Realigned spaces



Notes:

Price Breakdown: Parking lot improvements

Please find the following breakdown of all services we have provided in this proposal. This proposal originated on October, 20, 2013.

Item	Description	Cost
1	New Asphalt Pavement Overlay	\$3,380.00
2	Sealcoating Specification (remainder of lot)	\$995.00
3	Concrete Verticle (Trenched) Modified "D" Curb	\$2,250.00
4	Line Striping	\$650.00
Total		\$7,275.00

Payment Terms

Customer agrees to the following:

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

35% of entire contract amount prior to commencement, an additional 30% of entire contract amount when 50% of contract price of each line item is completed; balance is due upon completion of each line item. In cases of punch list items or pending final inspections on permits, customer can withhold a maximum of 10% retainage until job is completed in full. If balance not paid within 30 days of completion of work, there will be a finance charge of 1.5% per month applied to remaining balance.

Date: _____

 Laura Arroyo / Office Manager
 Women and Teens Healthcare
 16876 NE 19th Ave
 North Miami Beach, FL, 33162
laura@womenandteens.com
 C: 786-309-1002
 O: 305-895-5555

 Jay Rosenberg / Sales Person
jrosenberg@1800asphaltinc.com
 C: 561-983-2527
 1-800 Asphalt, Inc.
 1309 SW 21st Terrace
 Fort Lauderdale, Florida, 33312
 P: 954-588-4467
 F: 8666268754
www.1800asphaltinc.com

Proposal: Parking lot improvements

Contract Terms & Conditions

1. A Permit Processing fee of \$495.00 will apply if requesting a city permit for work to be performed. If additional visits are needed to process the permit, there will be an additional charge of \$85 per visit. If yes, Owner to provide 5 sets of plans & Owner to pay permit fees. Permit to be submitted by 1-800 Asphalt, Inc. Yes_____ No_____
2. If the applicable Building Department requires additional work other than described, those costs are not included.
3. Work areas will be barricaded, but cannot guarantee trespassing of others in work areas.
4. Final Field Measurement Prevail: Areas to be marked by 1800 Asphalt, Inc., prior to mobilization.
5. All cars must be removed prior to arrival. Any delay or downtime due to blocked access of any area where work is to be performed; there will be a charge of \$150.00/hour.
6. This contract/proposal is subject to review if not accepted within thirty calendar days. If contract is not executed within 30 days of acceptance, contract pricing will be subject to review for possible material price increases.
7. In the event of legal dispute, the venue shall be Broward County and prevailing party shall get court costs and legal expenses
8. Person signing contract represents and warrants that they are the record or have the authority to bind the record owner to the contract. Such representation is made with the intent that 1-800 Asphalt Inc., relies on it.

Sealcoating Commercial | Owners Resp & Conditions

1. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
2. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
3. **Site Services:** The owner is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
4. **Barricaded Parking Lot:** It is vital that all vehicals are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles.
5. **Pavement Sealer:** will take a minimum of 30 days to fully cure and is sensitive to animal droppings, tree droppings; water stains from irrigation systems, ponding water & tire markings during this time. This is normal and no reason to be concerned, it will fade over time. Areas of shade will take longer to dry and cure then areas in the direct sunlight. In standing or sitting water areas, sealcoat material will possibly fade faster than all other areas depending on the amount of water and how long it takes to dissipate.
6. **Driving on Surface:** Once you start driving on sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly sealed parking lot, scuffing and turn marks will be evident, no worries in time they will blend in with surrounding surface.
7. **Overspray on Grass:** where grass meets your pavement, you may expect a small "drift spray" of pavement sealer. This is normal and will disappear generally after the next mowing.
8. **Weeds:** It is important to note that we have proposed all work at the time of the assessment. If you decide to do work 3 months after we look at the project, if your parking area has developed excessive weeds in the cracked areas as well as the edge lines for any reason, there may be additional costs for treatment & removal.
9. **Trip:** Sealcoating price is good for specified number of trips. If any additional trips are requested; an extra \$450 per trip will apply.
10. **Patch Areas:** We will not be Sealcoating on large new asphalt patched areas over 50 sq. ft.; we must allow new asphalt pavement surfaces to cure so that there is no concentration of oils on the surface for a period of at least 90 days at +70 °F daytime temperature. We will come back and sealcoat this asphalt w/ 1 coat squeegee application for an additional cost, if requested.
11. **Spray:** Asphalt surface (2 coats) and squeegeed around carstops, curb edges, sidewalk edges (1 coat).

Proposal: Parking lot improvements

Paving Notes:

1. Paving or overlaying your property will result in industry standard seams that are a result of the paving machine, these visual seams are inevitable but will blend over time. Power steering marks may occur when cars turn their wheels while in one place, overtime these marks should blend in.
2. Striping on new asphalt will also appear lighter due to the asphalt being porous.
3. Due to existing drainage conditions, we cannot be responsible for sitting and standing water, damage to underground utilities or removal of construction debris other than debris related directly to the scope of work.
4. Engineering, Surveys, and compaction testing is not included (by others).
5. New asphalt pavement is subject to scuffing and marking until fully cured.

Misc. Notes:

1. If Tree Bio-Barrier (root barrier) is installed add \$14.50 per l/f installed. (Minimum of 100 l/f)
2. Thermoplastic Paint is not included. if builidng department requires thermoplastic those cost will be extra.
3. Due to age and condition of existing carstops, we cannot guarantee that they will not break upon removal
4. Irrigation repairs and sod replacement is not included.
5. Surveying, engineering, compactions testing is not included
6. Drainage, silt fencing, sidewalks, pavers, detectable warnings, are not included
7. If installation of new concrete carstops w/ rebar pins add \$32.50 per carstop
8. If cutting or pruning roots, we cannot be responsible for tree survival or destabilization.
9. Not responsible for damage to underground utilities.
10. If carstops to be painted (no stencils) add \$4.00 ea.

Attachments

Please click any of the links below to view and print all documents.

Company Attachments

[Armorflex](#)

[Econ Tarconite](#)

[Gen Lia & Workers Comp](#)

[Tarconite Brochure](#)

[Tarconite MSDS](#)

[Tarconite Product Info](#)

[Warranty Letter](#)

FLORIDA DEPARTMENT OF STATE BUREAU OF CORPORATIONS	
Home	Contact Us
E-Filing Services	Document Searches
Forms	Help

Detail by Entity Name

Florida Profit Corporation
1-800-ASPHALT, INC.

Filing Information

Document Number	P11000020701
FEI/EIN Number	275458118
Date Filed	02/28/2011
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/23/2012
Event Effective Date	NONE

Principal Address
1309 SW 21ST TERR
FT. LAUDERDALE, FL 33316
Changed: 10/23/2012

Mailing Address
1309 SW 21ST TERR
FT. LAUDERDALE, FL 33316
Changed: 10/23/2012

Registered Agent Name & Address
VELLA, KENNETH
1309 SW 21ST TERR
FT. LAUDERDALE, FL 33316
Name Changed: 10/23/2012
Address Changed: 10/23/2012

Officer/Director Detail

Name & Address

Title PVST

VELLA, KENNETH S
1309 SW 21ST TERR
FT. LAUDERDALE, FL 33316

Annual Reports

Report Year	Filed Date
2012	10/23/2012
2013	04/15/2013

Copyright © and Privacy Policies
State of Florida, Department of State

<u>04/15/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>10/23/2012 -- REINSTATEMENT</u>	View image in PDF format
<u>02/28/2011 -- Domestic Profit</u>	View image in PDF format

A & J Asphalt & Pavers Corporation

7060 Tyler Street
Hollywood FL 33024

Estimate

Phone # 786-663-4143 drivewayimpressions@yahoo.com

Date 10/8/2013 Estimate # 0503

Name / Address

Women and Teens Clinic
16876 NE 19th Ave
N Miami Beach, FL 33162

Project

Description	Qty	Rate	Total
Mill edges of asphalt parking spaces in rear of clinic to match new level of overlay		6,500.00	6,500.00
Sweep parking area with power blower			
Tack entire parking area			
Overlay 1" with hot asphalt type III D.O.T approved 2,600 SQ FT			
Compact with roller			
Stripe 10 parking spaces yellow with fast dry high traffic paint			
1 handicap parking space			
Sealcoat side parking area of building			
Stripe 8 parking spaces yellow			

permit fees are additional and are not included in this quote.

Total

\$6,500.00

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS					
Home	Contact Us	E-Filing Services	Document Searches	Forms	Help

Detail by Entity Name

Florida Profit Corporation
A & J ASPHALT & PAVERS CORP

Filing Information

Document Number	P13000042905
FEI/EIN Number	NONE
Date Filed	05/14/2013
State	FL
Status	ACTIVE
Effective Date	05/09/2013

Principal Address
7060 TYLER ST
HOLLYWOOD, FL 33024

Mailing Address
7060 TYLER ST
HOLLYWOOD, FL 33024

Registered Agent Name & Address
GUTIERREZ, ALEXIS M
7060 TYLER ST
HOLLYWOOD, FL 33024

Officer/Director Detail

Name & Address

Title P

GUTIERREZ, ALEXIS M
7060 TYLER ST
HOLLYWOOD, FL 33024

Title VP

GUTIERREZ, JOSE F
7060 TYLER ST
HOLLYWOOD, FL 33024

Annual Reports

No Annual Reports Filed

Document Images

05/14/2013 -- Domestic Profit

Copyright © and Privacy Policies
State of Florida, Department of State



October 8, 2013

Laura Arroyo
16876 NE 19th Ave.
North Miami Beach FL 33162
OFC: 786-309-1002
Email: laura@womensandteens.com

RE: Women's and Teens Healthcare – Sealcoat, Stripe, Asphalt and Curbing Repairs

ATLANTIC SOUTHERN PAVING & SEALCOATING, LLC PROPOSES TO FURNISH ALL LABOR, MATERIALS & EQUIPMENT TO PERFORM THE FOLLOWING:

1. PREPARATION

- A. Clean entire area to be sealed with power blowers and hand brooms.
- B. **Customer is responsible for any "heavy cleaning"; otherwise Atlantic Southern Paving & Sealcoating, LLC will bill for this additional cleaning.**
- C. Oil-stained spots will be sealed with Oil Spot Primer (provides better adhesion through separation of oil spot area.)

2. SEALCOATING

- A. Apply two (2) spray coats of long lasting, Neyra Industries **Tarconite** Coal Tar Pavement Sealer up to 5,427 square feet, strictly to Manufacturer's and Federal specifications, with 3 pounds of Silica Sand per gallon with 2% Polymer Additive and applied at a rate of 1/8 gallon per square yard.

TOTAL: 1 Phase \$ 1,250.00

NOTE:

- **Customer Requests a Weekend Application**
- All cars are to be out of sealcoat phase by 7:30 a.m. the day of work or Tow truck will start towing at the expense of owner. If tow truck is provided by owner, the truck must be there by 8:00 a.m. or stand by time will be in effect. (See mobilization fee/stand by time note below)
- Mobilization Fee / Stand By time: \$250 per Hr with (4) Hr min in Broward County and (6) Hr min in Dade or Palm Beach County
- Unless otherwise specified, sealcoat perimeter will be to either the interior edge of the city sidewalk or the city right-of-way.
- Each phase of this work will require 48 hours from the start of the sealcoat application to the end of the required curing time. Any trespassing in designated construction area will void all warranties.
- Sealcoating will be completed in (1) phase.
- ATLANTIC SOUTHERN PAVING & SEALCOATING, LLC is not responsible for fixing damage to sealcoat application due to tire scuffing

INITIAL HERE

or power steering marks.

- Sweeper/vac trucks must stay off of the sealcoated area for a minimum of two (2) weeks, or the warranty will be void.

3. PAVEMENT MARKINGS

Restripe as it now exists utilizing F.A.A. and D.O.T. approved traffic paint to include the following:

- A. 12 Car Stops Lifted and Stacked
- B. 12 Car Stops Placed and Pinned
- C. 21 Car stops, painted yellow
- D. 10 Single Stall Lines yellow
- E. 11 Single Stall Lines YELLOW " New Layout"
- F. 1 Handicap Stall Blue
- G. 300 Lineal Feet of Curbing Painted GRAY

TOTAL: \$ 530.00

NOTE:

- Contractor is NOT Responsible for any broken car stops due to relocation
- New Car Stops can be replaced at a cost of \$32.50 each
- Newly Applied Curbing Should Not be Painted for at least 1 Month

4. ASPHALT OVERLAY (up to 2,822 sf = 314 sy)

- A. Lift and Stack Car Stops
- B. Transitional Mill along Edges, and Grind High areas in Parking Stalls
- C. Preparation and cleaning of surface area
- D. Apply D.O.T. approved tack coat to surface
- E. Apply up to 1" of D.O.T. approved hot mix asphalt compacted

TOTAL: \$ 5,821.00

NOTE:

- Atlantic Southern will make Necessary arrangements to Grind and Level prior to Overlay
- Atlantic Southern can Not Guarantee a completely level lot without removing and reconstructing the sub base

5. CURBING (up to 79 lf) 4 locations

- A. Sawcut and remove existing curbing where necessary
- B. Pour and finish type Mod D 12"x6" curbing using 3000 psi concrete

TOTAL: \$ 1,761.00

INITIAL HERE _____

PAYMENT TERMS:

INITIAL HERE

40% deposit upon contract, balance upon completion

Prices are based on cost of materials as of the date of this proposal.

Actual material cost will be determined by the cost in effect at the time of Shipment.

(A signed proposal and deposit are required prior to scheduling of the work)

GENERAL TERMS AND CONDITIONS

1. 90% of contract amount and change orders must be paid prior to completing punch list items and/ or any changes for additional work required by cities or municipalities.
2. It is understood and agreed that all work is performed "weather permitting".
3. Towing fees, if necessary, billed as actual.
 - Any vehicles left in the construction area at commencement of the work will be relocated on site and billed to the Owner/Authorized Agent
4. Permit fees billed as actual. Expediting fees billed in addition to the cost of permit: Broward- \$250 Min/ Dade or Palm Beach- \$500 Min.
 - This proposal does not include the cost of permit fees, inspection fees or impact fees which may be required from the various agencies or municipalities having jurisdiction.
 - If Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner/Authorized Agent.
5. Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum.
6. Cannot guarantee sealcoat longevity where there is standing water.
 - Cracks in pavement will still be noticeable after Sealcoating
 - Tire turning marks will be visible at first, but will disappear
7. Additional mobilization(s) to be billed at \$1500 each for Sealcoating. This charge may be billed due to, but not limited to: Site unavailability for commencement of the Work due to vehicles encroaching on work area, change of schedule by Owner/Authorized Agent without prior consent of Contractor or repairs to work caused by trespassing.
8. Conflicts with irrigation, electrical and utilities are to be repaired by owners at their expense
9. ATLANTIC SOUTHERN PAVING & SEALCOATING, LLC will not be responsible for trafficking, paint tracking or damage to cars or persons trespassing in designated construction areas.
10. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
11. This proposal, including all terms and conditions, shall become a legally binding attachment to any contract entered into between Atlantic Southern Paving & Sealcoating, LLC and the financially responsible company for which the work will be performed.
12. In the event of a dispute regarding this contract, the financially responsible party for which the work is performed agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is settled.
13. Atlantic Southern Paving & Sealcoating, LLC will add a 1½% finance charge to any unpaid invoice past due at least (30) thirty days.
14. This proposal is based on work being completed during the hours of 7:00AM and 5:00PM, Monday through Friday, excluding holidays and weekends.
15. No warranties are honored unless payment is made in full.

E&OE

Tommy Murphy

Tommy Murphy
Sales Representative

(NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN THIRTY DAYS OF PROPOSAL DATE)

INITIAL HERE _____

INITIAL HERE _____



October 8, 2013

RE: Women's and Teens Healthcare – Sealcoat, Stripe, Asphalt and Curbing Repairs

WE THANK YOU FOR THE OPPORTUNITY TO SUBMIT THIS QUOTATION AND TRUST WE WILL BE ABLE TO BE OF SERVICE TO YOU IN THIS WORK.

TOTAL: \$ 9,362.00

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. When signed, this document becomes a contract. E&OE

NOTE: INITIAL EACH PAGE, SIGN BELOW AND RETURN BY FAX TO THIS OFFICE. NO WORK WILL BE SCHEDULED UNTIL THIS WRITTEN AUTHORIZATION IS RECEIVED.

Contractor's authorized signature:

Owner's authorized signature:

Tommy Murphy

PRINT NAME

PRINT NAME AND TITLE

Date of acceptance:

Date of acceptance:

October 8, 2013

Note: This proposal may be withdrawn by us if not accepted in thirty (30) days.

SIGN AND RETURN ORIGINAL TO:

**ATLANTIC SOUTHERN PAVING & SEALCOATING, LLC
1490 NW 65TH AVENUE
PLANTATION, FL 33313**

**866-581-5805 Toll Free
954-581-5805 Phone
954-581-0465 Fax**

INITIAL HERE _____

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS	
Home	Contact Us
E-Filing Services	Document Searches
Forms	Help

Detail by Entity Name

Florida Limited Liability Company
ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC

Filing Information

Document Number	L11000069213
FEI/EIN Number	650350132
Date Filed	06/13/2011
State	FL
Status	ACTIVE
Effective Date	05/27/1992
Last Event	CONVERSION
Event Date Filed	06/13/2011
Event Effective Date	NONE

Principal Address
1490 NW 65TH AVE
PLANTATION, FL 33313

Mailing Address
P.O. BOX 15591
FT. LAUDERDALE, FL 33318-5591

Registered Agent Name & Address
CURRY, MICHAEL JSR.
1490 NW 65TH AVE
PLANTATION, FL 33313

Manager/Member Detail

Name & Address

Title MGR

CURRY, MICHAEL JSR
1490 NW 65TH AVE
PLANTATION, FL 33313

Title MGR

Curry, Michael
1490 NW 65TH AVE
PLANTATION, FL 33313

Title MGR

Curry, Daniel
1490 NW 65TH AVE
PLANTATION, FL 33313

Annual Reports

Copyright © and Privacy Policies
State of Florida, Department of State

2012	02/08/2012
2013	01/18/2013

Document Images

<u>01/18/2013 -- ANNUAL REPORT</u>	<input type="button" value="View image in PDF format"/>
<u>02/08/2012 -- ANNUAL REPORT</u>	<input type="button" value="View image in PDF format"/>
<u>06/13/2011 -- Florida Limited Liability</u>	<input type="button" value="View image in PDF format"/>

North Miami Beach CRA Façade Improvement Grant Application List of Bona Fide Bids

Name of Business: Women & Teens Healthcare 16880 NE 19th Avenue, NMB, FI

Paving Contractor	Service	Cost
A & J Asphalt & Pavers Corporation	Asphalt, seal coat and stripe parking lot	6,500.00
Atlantic Southern & Paving	Asphalt, seal coat and stripe parking lot	9,362.00
1800 Asphalt	Asphalt, seal coat and stripe parking lot	7,275.00
	Total Cost of Project	6,500.00
	Requested Grant Amount	3,250.00



