Tremco's Vulkem
Pedestrian Traffic
Coatings and
Vulkem 350NF EP
Under Tile Systems

*2023* 





### WARRANTY TREMCO BOOK #7

**Building:** 

**Eden House** 

**Unit:** 

*705* 

Address:

6700 Indian Creek Miami Beach, FL 33141

TREMCO 350NF/351 BALCONY

C.A.C GROUP INVESTMENTS L.L.C

www.cacsoundcontractor.com 786-285-6005 786-306-4514









### C.A.C GROUPS INVESTMENTS LLC.

### **INSTALLATION PROCEDURE VULKEN 350NF**

To whom it May concern,

The application instructions for waterproof under tile systems have been followed, according to TREMCO recommendations, In accordance NOA # 20-0629.08 as follows.

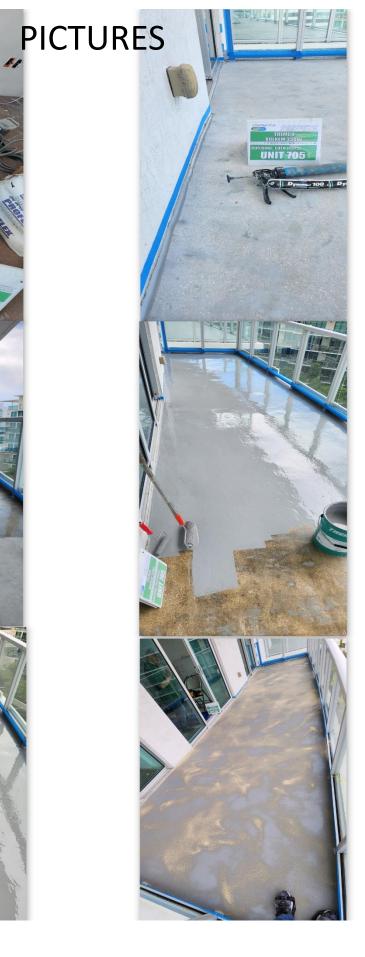
- 1- Preparation of the Balcony (picture #1)
  - The materials to be used must be presented, and these must be purchased from a distributor authorized by TREMCO, so that your application can be approved and guaranteed.
- 2- Blow the Balcony (picture #2)
  - The concrete surface shall be properly cleaned so that the surface to receive the coating, sealant or liquid-applied, must be free of mold, paint and dust.
- 3- Total sealing of the balcony with Dymonic 100 (picture #3)
- Sealing of the joint, perimeters and railings. Allow sealant to cure overnight.
- 4- Application of the Vulkem Primer #171 (picture #4)
- Allow 30 to 45 minutes for primer to become tacky before applying sealant, coating, or membrane.
- 5- Application of the Vulkem 350NF (picture #5 and #6)
- Prior to use, Vulkem 350NF should be mixed for a minimum of 5 min. Apply 40-60 mils thick. Allow a minimum of 4 to 6 hours and a maximum of 24 hours to cure.
- 6- Application of the Epoxy Primer (picture #7 and #8)
  - Mix part A and part B, Apply a topcoat of Tremco Epoxy Primer at a minimum thickness of 10-12 wet mils.
- 7- Broadcast to refusal (flood coat) the material with 30 to 40 mesh (picture #9)
- Immediately following the application of the Tremco Epoxy Primer broadcast to refusal (flood coat) the material with 30 to 40 mesh diameter silica sand. Allow this to fully cure overnight. Vacuum of blow off any excess sand.
- 8- Final inspection

Pass final inspection.

Carlos Gaitan Construction Trades 15BS00423

6910 NW 84<sup>th</sup> Avenue Miami, FL 33166 Ph:(786)285.6005 e-mail: cacgroups@aol.com website: www.cacsoundcontractor.com





**CONTRACTOR:** 



CAC GROUP INVESTMENTS LLC 6910 NW 84TH Av Miami FL 33166 Ph: (786)285-6005– (786)306-4514

## WATERPROOF TREMCO 350NF/351

ADDRESS: 6700 INDIAN CREEK MIAMI BEACH, FL 33141

# BUILDING: EDEN HOUSE UNIT 705



Tremco Commercial Sealants & Waterproofing 3735 Green Road Beachwood, OH 44122 US: 800.852.9068 Canada: 800.363.3213 www.tremcosealants.com

May 30, 2023

CAC Group Investments LLC Attention: Carlos Gaitan RE: 6700 Indian Creek; Unit 705; Miami FL 33141 Tremco System: Vulkem 350NF/EP Under Tile System

To Whom It May Concern,

I have reviewed in-progress and completed photos of the above noted waterproofing Project. Based upon what is visible in the photos, it appears that the Vulkem 350NF/EP Under Tile System has been applied in accord with Manufacturers Installation Instructions.

Should you have any questions, please contact me to discuss.

With Kind Regard,

Elizabeth S. Bailey, CDT, ICRI, CSI Eastern USA Sales Administrator Tremco Construction Products Group

### **EXHIBIT**

Subject to the terms, conditions, and limitations stated in this warranty, the Company warrants to the Owner:

Warranty No.: CPG676070-679417

<u>Under-Tile Coating System</u> (Common Applications: Balconies, Walkways, Swimming Pools with wearing/protective surface)

That the Product(s) 1) will not crack due to normal exposure or normal expansion or contraction, and 2) will not fail cohesively or adhesively under conditions of normal wear and tear where movement and/or cracking of the underlying substrate does not exceed 1/16 of an inch, for the period stated in the table below from the Date of Project Substantial Completion.

The Company's obligations and Owner's rights shall be void if the system is ruptured, cracked or otherwise damaged by any misuse or abnormal use or conditions, including but not limited to, industrial truck or heavy equipment traffic, snow plowing, building alterations or structural defects, surface scaling or spalling of underlying concrete or substrates or any cause other than defects in the system as manufactured and supplied.

### Warranty Issued

Applicator:	CAC Group Investment	Installation Completion	5/26/2023
VF. 105		Date:	
Consultant (if		Warranty Term:	5 years
applicable):			
Product:	Tremco Epoxy Primer	Linear/Square Footage:	243 sq ft

Applicator:	CAC Group Investment	Installation Completion	5/26/2023
		Date:	
Consultant (if		Warranty Term:	5 years
applicable):			
Product:	Vulkem 350NF/Tremco	Linear/Square Footage:	243 sq ft
	Epoxy Primer		







### CAC GROUP INVESTMENT LLC, 15 YEARS LIMITED SYSTEM WARRANTY

Subject to the conditions and limitations set forth herein, CAC GROUP INVESTMENTS LLC, warranty that when using TREMCO products, waterproofing Vulkem 350NF, will not disbond for a period of 15 years from the date of installation. When installed in accordance with the recommended installation by CAC GROUP INVESTMENTS LLC, and used in a residential environment, CAC GROUP INVESTMENTS LLC, will guarantee the tile and grout against cracking for a period 15 years. All warranties must be fully registered and signed by an officer of CAC GROUP INVESTMENTS LLC.

### **EXCLUSIVE REMEDY**

The CAC GROUP INVESTMENTS LLC products must be properly applied, using approved materials as enumerated in CAC GROUP INVESTMENT LLC. Specifications, all applicable building code regulations, and applicable industry. TREMCO products must be installed in accordance with the written guidelines and specifications. For any valid claim presented under this warranty, CAC GROUP INVESTMENTS LLC, will supply owner whit materials and labor necessary to replace the specific portion of the installation that is proven to be defective. Due to product availability, CAC GROUP INVESTEMENTS LLC, cannot guarantee an exact match to be specific tile or stone used for installation. CAC GROUP INVESTMENTS LLC will not pay more for the replacement that original per square foot purchase price of the portion being replaced. Any such labor and materials provided hereunder will be subject to the provisions of the warranty during the original 15-years warranty period. All warranties must be fully registered and signed by officer of CAC GROUP INVESTMENT LLC.

### **EXCLUSIONS**

CAC GROUP INVESTMENTS LLC. Is not responsible for structural failure or workmanship not its accordance with manufacturer's instructions and the applicable industry standards. CAC GROUP INVESTMENTS LLC. Is not liable for losses due to delays or any other consequential damages. This warranty is not transferable.

WARRANTY DISCLAIMED- THE WARRANTY STATED ABOVE IS IN PLACE OF ALLA OTHER WARRANTIES, EXPRESS OR IMPLIED TO THE EXTENT OF THE LAW, CAC GROUP INVESTMENTS LLC, EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING WARRANTIES OF MERCGABIBILY AND FITNESS FOR A PARTICULAR PURPOSE, ALTHOUGHT CAC GROUP INVESTMENTS LLC, MAY HAVE SUGGESTED THW PRODUCT OR DEVELOPED THE PRODUCT AT REQUEST OF THE OWNER AND/OR APPLICATOR, IT IS RESPONSIBILITY OF THE OWNERAND/OR APPLICATOR TO TEST AND DETERMINE THE SUITABLE OF THE PRODUCT FORT THE INTENDED USE AND PUPORSE, AND THE OWNER AND/OR APPLICATOR ASSUMES ALL RISK AND LIABILITY WHATSEVER REGARDING SUCH SUITABILITY.

LIMITATION OF REMEDIES AND DAMAGER- THE REPAIR/REPLACEMENT REMEDY STATED IN THIS WARRANTY TAKES THE PLACE OF ALL OTHER REMEDIES AGAINST CAC GROUP INVESTMENTS LLC. AND IS THE ONLY REMEDY AGAINST CAC GROUP INVESTMENTS LLC., BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR CONNECTED TO THE PRODUCTS OR THE SYSTEM, OR TO ANYT USE OR MISUSE OF THE PRODUCTS OR THE SYSTEM, REGARDLESS OF ANY STRICT LIABILITY OR NEGLIGENCE OF CAC GROUP INVESTMENTS LLC. AND REGAEDLESS OF THE LEGAL THEORY (CONTRACT, TORT OR OTHER) USED TO MAKE A CLAIM. IN NO EVENT WILL CAC GROUP INVESTMENTS LLC. BE OBLIGATED TO PAY DAMAGES. IN ANY AMOUNT EXCEEDING THE ORIGINAL PRICE OF THE PRODUCTS SHOWN TO BE DEFECTIVE. FOR CUSTOMER RELATION PURPOSEM CAC GROUP INVESTMENT LLC. MAY IN ISTS SOLE DISCRETIONS CHOOSE TO MAKE SOME EFFORTS BEYOND ITS LEGAL OBLIGATIONS. SUCH ADDITIONAL EFFORTS EILL NOT IN ANY WAY CHARGE LIMIRATIONS OF REMEDIES, AND DAMAGES STATED IN THIS PARAGRAPH OR EXTEND OR CHANFES THIS WARRANTY, PRIOR TO PURSUING ANY LEGAL REMEDY, ANY CLAIMS, DISPUTES, DIFFERENCES OR DISAGREEMENTS BETWEEN CAC GROUP INVESTMENT LLC. AND THE OWNER, ARISING OUT OF OR RELANTIG TO THIS EARRANTY, WHICH CANNOT BE AMICABLY SETTLED, WILL BE SUBMITTED FOR SETTLEMENT. BY ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION THEN IN EFFECT.

Warranty claims. Owner shall notify CAC GROUP INVESTMENTS LLC., in writing, within 15 days of discovery of the alleged defect in the products covered this warranty. Owner will provide CAC GROPU INVESTMENTS LLC. Whit reasonable opportunity to review and investigate the alleged defect. For any warranty claim that is not valid. Owner will pay CAC GROPU INVESTMENTS LLC, reasonable charges, including travel and labor, associated with investigation of such claim. Mail written claims to the following address:



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not con	iter rights to the certificate holder in lieu of st	ich endorsement(s).	
PRODUCER		CONTACT NAME: Martha Rivero	
USA GENERAL INSURANCE		PHONE (A/C, No. Ext): (305) 386-3305 FAX (A/C, No): (888) 3	30-1123
13631 SW 26st		E-MAIL ADDRESS: gretell@usageneralinsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
Miami	FL 33175	INSURER A: AMERICAN BUILDERS CO	11242
INSURED		INSURER B:	
CAC GROUP IN	VESTMENTS LLC /CARLOS GAITAN	INSURER C:	
12879 SW 62nd	Ln	INSURER D:	
		INSURER E :	
Miami	FL 33183	INSURER F:	
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:	
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

			WVD	POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	5
	CLAIMS-MADE X OCCUR				00/04/0000	00/04/0000	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 1,000,000 \$ 100,000 \$ 5,000
I -	GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY PROJECT LOC  OTHER:			ABIC013071-00	09/24/2022	09/24/2023	PERSONAL & ADV INJURY  GENERAL AGGREGATE  PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$
	AUTOMOBILE LIABILITY  ANY AUTO  OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE  DED RETENTION \$					2	EACH OCCURRENCE AGGREGATE	\$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE DEFICER/MEMBER EXCLUDED? Mandatory in NH) f yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER OTH STATUTE OTH E.L. EACH ACCIDENT  E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
DESC	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

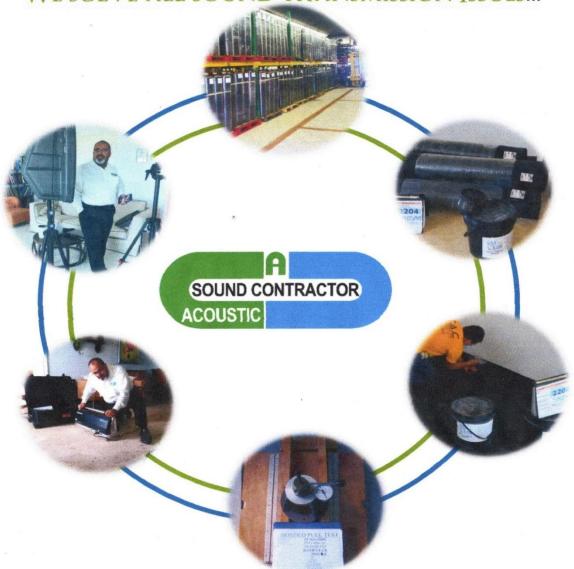
CERTIFICATE HOLDER		CANCELLATION		
City of Miami Beach		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
Building Department		AUTHORIZED REPRESENTATIVE		
1700 Convention Center Drive, 2nd Floor		in aidla a vi ini		
Miami Beach	FL 33139	martha rivero		

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ACORD 25 (2016/03)

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### WE SOLVE ALL SOUND TRANSMISSION ISSUES...



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### **C.A.C GROUP INVESTMENTS L.L.C**

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