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

*2023* 





# WARRANTY TREMCO BOOK #7

**Building:** 

Paramount Bay

**Unit:** 

3306

Address:

2020 N Bayshore Dr Miami, FL 33137

TREMCO 350NF BALCONY

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

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







**CONTRACTOR:** 



CAC GROUP INVESTMENTS LLC 5403 NW 72<sup>nd</sup> Av Miami FL 33166

Ph: (786)285-6005- (786)306-4514

# WATERPROOF TREMCO 350NF

ADDRESS: 2020 N Bayshore Dr Miami, FL 3

BUILDING: PARAMOUNT BAY

JUN 3306





















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

January 5, 2023

CAC Group Investments LLC Attention: Carlos Gaitan RE: 2020 N Bayshore Drive, Unit 3306 Tremco System: Vulkem 350NF 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 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



# BUILDING ENVELOPE WARRANTY

Comprehensive Protection for Your Building Envelope

WARRANTY NUMBER: CPG666724-669489, CPG666724-669492

PROJECT NAME & ADDRESS:	Balcony Paramount Bay #3306 2020 N Bayshore Drive Miami FL 33137	CONSTRUCTION MANAGER:	
OWNER:	Richard E Harrison & Gregori C Albanis	GENERAL CONTRACTOR:	D1A Flooring Inc.
ARCHITECT/ ENGINEER:		DATE OF PROJECT SUBSTANTIAL COMPLETION:	1/3/2023
ISSUER (THE "COMPANY"):	Tremco CPG Inc.		

### WHAT IS WARRANTED AND WHAT WILL THE COMPANY DO?

Subject to the terms, conditions, and limitations stated in this warranty, the products (the "Products") will be free from manufacturing defect at the time of purchase, will remain in a watertight condition and will perform as warranted in the manner specified for the stated term(s) measured from the Date of Project Substantial Completion, all as outlined on the attached Exhibit. The Exhibit is an integral part of this warranty.

# THE COMPANY WILL SUPPLY LABOR AND MATERIALS TO REPAIR OR REPLACE ANY PRODUCTS THAT DO NOT PERFORM AS WARRANTED HEREUNDER.

The Company will determine in its sole discretion the appropriate scope and method of repair or replacement to remedy any condition covered by this warranty.

The total liability of the Company over the life of this warranty shall not in any event exceed the aggregate dollar value of the original cost of the Products specified in the attached Exhibit.

The term of this warranty may be extended for an additional  $\underline{2}$  years with involvement on the project of a Company-approved, third-party consultant ("Consultant") engaged by the Owner or its authorized representative, at the Owner's sole expense. Inspection reports generated by the Consultant shall be made available to the Company and the Owner. All deficiencies identified by the Consultant in the inspection reports must be addressed and corrected in accordance with the project specifications, good waterproofing practices generally accepted in the industry, and the Company's published application instructions. Written confirmation that all deficiencies have been addressed and corrected must be provided by the Consultant and Applicator to







### 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)

11/08/2022

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 confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Martha Rivero							
USA GENERAL INSURANCE			PHONE (A/C, No, Ext): (305) 386-3305 FAX (A/C, No): (888) 330-1123					
13631 SW 26st	E-MAIL ADDRESS: gretell@usageneralinsurance.com							
				NAIC#				
Miami FL 33175			INSURER A : AMERCIAN BUILDERS CO			11240		
INSURED			INSURER B:					
CAC GROUP INVESTMENTS LLC /CARLOS GAITAN			INSURER C:					
12879 SW 62nd Ln			INSURER D :					
			INSURER E :					
Miami		FL 33183	INSURER F :					
COVERAGES CER	TIFICA	TE NUMBER:	REVISION NUMBER:					
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.								
INSR LTR TYPE OF INSURANCE	ADDL SUI		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY DIFFER  AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY UMBRELLA LIAB CCLAIMS-MADE  CLAIMS-MADE  CLAIMS-MADE  CLAIMS-MADE  CLAIMS-MADE  CCLAIMS-MADE  CCLAIMS-MADE  CCLAIMS-MADE  CCLAIMS-MADE  CCLAIMS-MADE  CCLAIMS-MADE  CCLAIMS-MADE  CLAIMS-MADE  CLAIMS-MADE  CLAIMS-MADE  CLAIMS-MADE  CLAIMS-MADE	YY	Y ABIC013071-00	09/24/2022	09/24/2023	DAMAGE TO RENTED   PREMISES (Ea occurrence)   S 1	000,000 000,000 000,000 000,000 000,000		
DED RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	NXTU39JE8O-00-WC	07/01/2022	07/01/2023	PER   OTH-     STATUTE			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED								

CERTIFICATE HOLDER CANCELLATION

PARAMOUNT BAY CONDOMINIUM OWNERS ASSOCIATION INC 2020 NORTH BAYSHORE DRIVE MIAMI

AUTHORIZED REPRESENTATIVE

martha rivero

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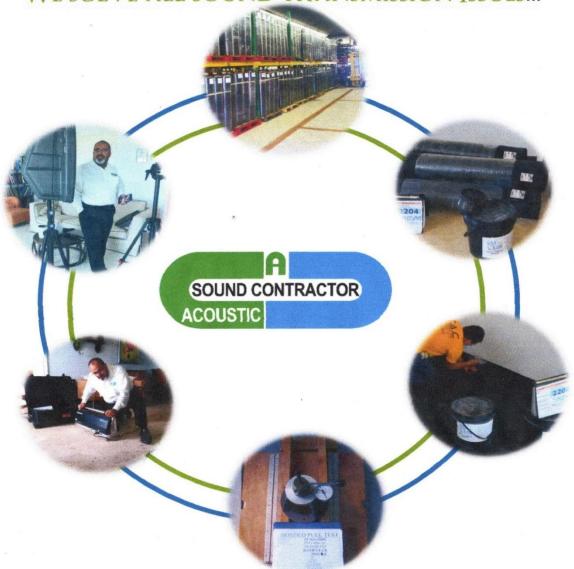
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ACORD 25 (2016/03)

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FL 33137

## WE SOLVE ALL SOUND TRANSMISSION ISSUES...



WE HAVE THE SOLUTION ....

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

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