

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

2023



**WARRANTY
TREMCO BOOK
#7**

Building:

Azure

Unit:

PH1107

Address:

9401 Collins Ave, Surfside FL 33154

**TREMCO 350NF
BALCONY**

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

www.cacsoundcontractor.com

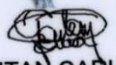
786-285-6005

786-306-4514

CTQB
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

15BS00423

CAC GROUP INVESTMENTS LLC
D.B.A.:


GAITAN CARLOS

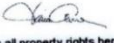
Is certified under the provisions of Chapter 10 of Miami-Dade County

VALID FOR CONTRACTING UNTIL 06/30/2023

QUALIFYING TRADE(S)

0025 INSULATION & ACOUSTICAL
0109 WATERPROOFING

Jaime D. Gascon, P.E.
Secretary of the Board
Miami-Dade County retains all property rights herein.



MIAMI-DADE COUNTY

www.miamidade.gov/economy

APPROVED APPLICATOR

WE CERTIFY THAT

CAC Group Investment, LLC
FL Bus License 15BS00423

12879 SW 62nd Lane, Miami, FL

has had experience in the application of

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

Valid July 12, 2022 through July 12, 2023

TREMCO INCORPORATED
Commercial Sealants & Waterproofing

Darryl W. Lane, RMA

Darryl W. Lane, Regional Manager



DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
BOARD AND CODE ADMINISTRATION DIVISION
NOTICE OF ACCEPTANCE (NOA)

MIAMI-DADE COUNTY
PRODUCT CONTROL SECTION
11805 SW 26 Street, Room 208
Miami, Florida 33175-2474
T (786)315-2590 F (786) 31525-99
www.miamidade.gov/economy

Tremco, Inc.
23150 Commerce Park Dr.
Beachwood, OH 44122

SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami-Dade County RER - Product Control Section to be used in Miami Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

This NOA shall not be valid after the expiration date stated below. The Miami-Dade County Product Control Section (In Miami Dade County) and/or the AHJ (in areas other than Miami Dade County) reserve the right to have this product or material tested for quality assurance purposes. If this product or material fails to perform in the accepted manner, the manufacturer will incur the expense of such testing and the AHJ may immediately revoke, modify, or suspend the use of such product or material within their jurisdiction. RER reserves the right to revoke this acceptance, if it is determined by Miami-Dade County Product Control Section that this product or material fails to meet the requirements of the applicable building code.

This product is approved as described herein, and has been designed to comply with the Florida Building Code including the High Velocity Hurricane Zone of the Florida Building Code.

DESCRIPTION: Vulkem 350NF / Tremco Epoxy Primer

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

RENEWAL of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

TERMINATION of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

ADVERTISEMENT: The NOA number preceded by the words Miami-Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

INSPECTION: A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This NOA renews NOA# 15-0127.01 and consists of pages 1 through 4.
The submitted documentation was reviewed by Alex Tigera.



NOA No.: 20-0629.08
Expiration Date: 11/12/25
Approval Date: 08/13/20
Page 1 of 4

CONTRACTOR:

CAC GROUP INVESTMENTS LLC
5403 NW 72nd Av Miami FL 33166
Ph: (786)285-6005– (786)306-4514



WATERPROOF
TREMCO 350NF

ADDRESS: 9401 COLLINS AVE, SURFSIDE FL 33154

BUILDING: **AZURE**
UNIT PH 1107

PICTURES

Day 1



Day 2



Day 3





February 07, 2023

CAC Group Investments LLC

Attention: Carlos Gaitan

RE: 9401 Collins Ave, PH1107 Surfside FL 33154

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

Southeastern Regional Sales Support Manager

Tremco Commercial Sealants and Waterproofing, Inc.

WARRANTY NUMBER: CPG666724-669489, CPG666724-669492

PROJECT NAME & ADDRESS:	Balcony Azure PH1107 9401 Collins Ave, Surfside FL 33154	CONSTRUCTION MANAGER:	
OWNER:	Hind Properties.	GENERAL CONTRACTOR:	Urban Group Contractors
ARCHITECT/ ENGINEER:		DATE OF PROJECT SUBSTANTIAL COMPLETION:	02/07/2023
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 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

EXHIBIT

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

Warranty No.: CPG666724-669492

Under-Tile Coating System (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 Date:	02/07/2023
Consultant (if applicable):		Warranty Term:	5 years
Product:	Tremco Epoxy Primer	Linear/Square Footage:	448 sq ft

Applicator:	CAC Group Investment	Installation Completion Date:	02/07/2023
Consultant (if applicable):		Warranty Term:	5 years
Product:	Vulkem 350NF/Tremco Epoxy Primer	Linear/Square Footage:	448 sq ft



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 with materials and labor necessary to replace the specific portion of the installation that is proven to be defective. Due to product availability, CAC GROUP INVESTMENTS 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 than 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 ALL OTHER WARRANTIES, EXPRESS OR IMPLIED TO THE EXTENT OF THE LAW, CAC GROUP INVESTMENTS LLC, EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALTHOUGH CAC GROUP INVESTMENTS LLC, MAY HAVE SUGGESTED THE PRODUCT OR DEVELOPED THE PRODUCT AT REQUEST OF THE OWNER AND/OR APPLICATOR, IT IS RESPONSIBILITY OF THE OWNER AND/OR APPLICATOR TO TEST AND DETERMINE THE SUITABILITY OF THE PRODUCT FOR THE INTENDED USE AND PURPOSE, AND THE OWNER AND/OR APPLICATOR ASSUMES ALL RISK AND LIABILITY WHATSOEVER REGARDING SUCH SUITABILITY.

LIMITATION OF REMEDIES AND DAMAGES- 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 ANY USE OR MISUSE OF THE PRODUCTS OR THE SYSTEM, REGARDLESS OF ANY STRICT LIABILITY OR NEGLIGENCE OF CAC GROUP INVESTMENTS LLC. AND REGARDLESS 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 PURPOSES CAC GROUP INVESTMENT LLC. MAY IN ITS SOLE DISCRETION CHOOSE TO MAKE SOME EFFORTS BEYOND ITS LEGAL OBLIGATIONS. SUCH ADDITIONAL EFFORTS WILL NOT IN ANY WAY CHARGE LIMITATIONS OF REMEDIES, AND DAMAGES STATED IN THIS PARAGRAPH OR EXTEND OR CHANGE 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 RELATING TO THIS WARRANTY, 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 GROUP INVESTMENTS LLC. with reasonable opportunity to review and investigate the alleged defect. For any warranty claim that is not valid. Owner will pay CAC GROUP 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)

01/31/2023

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

PRODUCER		CONTACT NAME: 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	
Miami FL 33175		INSURER(S) AFFORDING COVERAGE	
		INSURER A: AMERICAN BUILDERS CO	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			ABIC013071-00	09/24/2022	09/24/2023	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR ☐ CLAIMS-MADE						\$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NXTU39JE80-00-WC	07/01/2022	07/01/2023	PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	☒ X N / A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Town of Surfside 9293 Harding Avenue Surfside FL 33154	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>martha rivero</i>

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ACORD 25 (2016/03)

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WE SOLVE ALL SOUND TRANSMISSION ISSUES...



WE HAVE THE SOLUTION

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

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