

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is entered into between Kaufman Lynn Construction, Inc. (“KL”); TK Elevator Corporation (“TKE”); and the City of Pompano Beach (the “City”) (collectively, the “Parties” or a “Party” if referring to either of them) on the date of the last Party’s execution below (the “Effective Date”). This Agreement shall be deemed effective and enforceable as of the date the last of the Parties executes it (the “Effective Date”). The Parties state and agree as follows:

WHEREAS, KL is a general contractor that was contracted pursuant to a design-build agreement to build the Pompano Beach Pier Parking Garage located at or near 275 Sea Breeze Way, Pompano Beach, Florida, 33062 (the “Project”); and

WHEREAS, KL completed the Project’s construction utilizing certain subcontractors and suppliers, including, but not limited to, TKE; and

WHEREAS, TKE supplied and installed the elevator systems and components for the Project; and

WHEREAS, on or about March 22, 2021, the City served a Notice of Claim upon KL pursuant to Chapter 558, Florida Statutes, identifying various claimed defects, deficiencies, and resulting damage; and

WHEREAS, pursuant to Chapter 558, KL served downstream notices upon certain of its subcontractors and suppliers, including, but not limited to, TKE; and

WHEREAS, since March 2021 the Parties have had ongoing discussions of the City’s claims and potential avenues of resolution, which included production of various reports and communications identifying claimed defects, deficiencies, and resulting damages, including, but not limited to:

- (1) Condition Assessment Report dated March 16, 2021, prepared by Desman Design Management, including correspondence and reports attached thereto from Mowrey Elevator;
- (2) A “draft” Pompano Beach Pier MEP Study Preliminary Notes report dated April 28, 2021, prepared by “City Staff” and enclosed with a Chapter 558 Notice of Claim dated May 5, 2021;
- (3) An updated “draft” Condition Assessment Report regarding claimed MEP issues prepared by TLC Engineering Solutions;
- (4) Condition Assessment Report (“Revised Final Report”) dated October 18, 2021, prepared by Desman Design Management, which included a Vertical Transportation Evaluation prepared by VDA;
- (5) An “Agreement for Elevator Modernization” dated November 2, 2021, prepared by Mowrey Elevator;
- (6) Documents provided during an in-person meeting on March 31, 2022, between KL and the City, and a copy of which was provided pursuant to a transmittal letter from the

City dated April 12, 2022, including, but not limited to, (i) certain videos of defects or deficiencies claimed as well as of elevator jack plumb testing; (ii) a “Summary List of Repairs”; (iii) “Quote 1” prepared by Mowrey Elevator dated March 30, 2022; (iv) an “Agreement for Elevator Modernization” dated March 30, 2022, prepared by Mowrey Elevator; (v) a plumb test report dated February 22, 2022, prepared by Mowrey Elevator; (vi) an “Agenda” and PowerPoint identifying certain claims; and (vii) Condition Assessment Report (“Revised Final Report”) dated March 31, 2022, prepared by Desman Design Management; and

WHEREAS, all of the documents and information contained within the above-referenced documents shall be referred to herein collectively as the “Reports”; and

WHEREAS, KL and TKE each deny liability for the claims, defects, deficiencies, and resulting damages claimed by the City related to the Project, including but not limited those claims, defects, deficiencies, and resulting damages identified in the Reports; and

WHEREAS, the Parties have reached a full and final settlement of the matters described above and intend to resolve the foregoing pursuant to this Agreement’s terms; and

NOW THEREFORE, for good and valuable consideration, the adequacy of which is mutually confirmed, it is agreed as follows:

1. The above-stated recitations are true and correct and are hereby incorporated into this Agreement.

2. As consideration for the promises, releases, and obligations contained in this Agreement, the Parties shall perform as follows:

a. Within twenty (20) days after the Effective Date, KL and TKE shall tender the lump-sum payment of ONE HUNDRED FIVE THOUSAND DOLLARS AND NO/100 CENTS (\$105,000.00) (the “Settlement Sum”) to the City pursuant to reasonable payment instructions and documentation. Responsibility for payment of the Settlement Sum shall be divided as follows: FIFTY-FIVE THOUSAND DOLLARS AND NO/100 CENTS (\$55,000.00) payable by KL and FIFTY THOUSAND DOLLARS AND NO/100 CENTS (\$50,000.00) payable by TKE. The full extent of TKE’s required performance under this Agreement shall be payment of its share of the Settlement Sum.

b. Within one hundred eighty (180) days after the Effective Date, KL—at its own cost—shall complete or cause to be completed the work identified in Exhibits “A” and “B” regarding repairs to the Project’s perimeter and interior barrier cables and deck resurfacing and deck drainage installation (the “Remedial Work”). Notwithstanding the foregoing, should any delay to the Remedial Work be caused by the City (or any of its other contractors, agents, or employees) or be caused by any force majeure outside of KL’s reasonable control, KL shall be entitled to a day-for-day extension of the foregoing time

period to complete the Remedial Work. Such force majeure includes, but is not limited to, strikes, acts of war, fire or other casualty, severe weather or named storms, closures of the Project for City events, building department delays, inability to access necessary portions of the Project, material procurement delays, and labor shortages. It is understood that some or all of the Remedial Work may require permits to be secured by KL from the City's Building Department. Minimally, KL and its subcontractors will first notify the City staff contact provided by the City prior to performing Remedial Work to allow City staff to be present to assist to isolate the work areas from the public for safety and to observe the work in progress.

- c. Within thirty (30) days after the Effective Date, KL shall provide a Certificate of Insurance to the City identifying the general liability insurance for KL and each of KL's subcontractors or suppliers performing the Remedial Work.
- d. When KL has completed the work identified in a particular Exhibit hereto, KL shall provide written notice of completion to the City's legal counsel, Peter Brandt and Mark Berman. Within ten (10) days of receiving such written notice, the City shall coordinate and conduct an inspection of the Remedial Work subject to that Exhibit. Such inspection must be coordinated with KL so it may attend. If the City determines, in its reasonable discretion, that the Remedial Work is incomplete or defective, the City shall provide—no later than five (5) days following the inspection—a reasonably precise description of the deficiencies to allow KL to respond and/or address. Upon receipt of the written notice of any incomplete or defective work, KL shall correct or cause to be corrected the Remedial Work in question within a reasonable period of time and shall provide written notice to the City of final completion as required above. Other than as expressly identified in this Agreement and its Exhibits, KL shall have the sole discretion to determine means and methods of construction and on the materials to be utilized so long as the same does not conflict with the express terms herein. KL shall not be responsible to perform any field testing or incur the costs thereof, other than if expressly required by the attached Exhibits, nor shall KL be responsible for any costs incurred by the City for utilizing any consultants or design professionals retained by the City in performance of this Agreement. All Remedial Work performed pursuant to this Agreement shall have a warranty of one (1) year from final completion for the performance of corrective work. Nothing in this Agreement shall revive the previously expired warranty period related to the Project's original construction.
- e. In exchange for the performances set forth above, the City agrees to forbear from taking any further legal action, including, but not limited to, filing litigation or arbitration, against KL, TKE, or any of their subcontractors or suppliers utilized on the Project.

3. In consideration of the performances required herein, the City, for itself and its predecessors, successors, officers, commissioners, directors, board members, employees, subsidiaries, related entities, subrogees, assignors, assignees, attorneys, sureties, and insurers hereby forever discharges, releases, and remises KL and TKE, individually and collectively, and their respective predecessors, successors, officers, directors, board members, shareholders, members, managers, principals, heirs, employees, parent entities, subsidiaries, subcontractors (of all tiers), suppliers (of all tiers), design professionals, related entities, executors, administrators, subrogees, assignors, assignees, attorneys, sureties, and insurers (the “Released Parties”) from any and all claims, rights, counts, causes of action, obligations, suits, arbitrations, damages, expenses, debts, demands, notices of claim, attorneys’ fees, costs, and/or liabilities of every kind and nature, whether direct or consequential, known or unknown, or asserted or unasserted, that were or could have been asserted by the City related to the Project against any of the Released Parties pertaining to, arising out of, or related to (1) all items or issues raised or identified in any or all of the Reports; (2) all items or issues that—as of the Effective Date—are open and obvious or are otherwise patent regardless of whether the City has provided notice of the same to the Released Parties; (3) all items or issues that were discovered, up to and including the Effective Date, or could have reasonably been discovered upon inspection by the City or its agents or employs, including but not limited to those individual(s) and entity(ies) associated with the Reports, up to and including the Effective Date; and (4) all other issues, items, defects, deficiencies, and/or resulting damages occurring at the Project, whether based in tort, contract, statute, common law, or any other legal or equitable theory of recovery. **Notwithstanding anything in the foregoing or this Agreement to the contrary, the City does not release (i) any of the Released Parties for latent defects that manifest themselves and first become discoverable after the Effective Date, including, without limiting the generality thereof, latent structural defects; nor (ii) KL for its express warranty obligations required hereunder pertaining only to the Remedial Work.** Nothing in this Agreement shall be construed to extend or modify the statute of limitations or statute of repose set forth in Section 95.11(3)(c), Florida Statutes

4. In consideration of the performances required herein, KL, for itself and its predecessors, successors, officers, commissioners, directors, board members, employees, subsidiaries, related entities, subrogees, assignors, assignees, attorneys, sureties, and insurers hereby forever discharges, releases, and remises TKE and its predecessors, successors, officers, directors, board members, shareholders, members, managers, principals, heirs, employees, parent entities, subsidiaries, subcontractors (of all tiers), suppliers (of all tiers), design professionals, related entities, executors, administrators, subrogees, assignors, assignees, attorneys, sureties, and insurers (the “Released Parties”) from any and all claims, rights, counts, causes of action, obligations, suits, arbitrations, damages, expenses, debts, demands, notices of claim, attorneys’ fees, costs, and/or liabilities of every kind and nature, whether direct or consequential, known or unknown, or asserted or unasserted, that were or could have been asserted by the KL related to the Project against TKE pertaining to, arising out of, or related to (1) all items or issues raised or identified in any or all of the Reports; (2) all items or issues that—as of the Effective Date—are open and obvious or are otherwise patent regardless of whether the City has provided notice of the same to the Released Parties; (3) all items or issues that were discovered, up to and including the Effective Date, or could have reasonably been discovered upon inspection by the City or its agents or employees, including but not limited to those individual(s) and entity(ies) associated with the Reports; and (4) all other issues, items, defects, deficiencies, and/or resulting

damages occurring at the Project, whether based in tort, contract, statute, common law, or any other legal or equitable theory of recovery. **Notwithstanding anything in the foregoing or this Agreement to the contrary, the City does not release (i) any of the Released Parties for latent defects that manifest themselves and first become reasonably discoverable after the Effective Date, including, without limiting the generality thereof, latent structural defects.** Nothing in this Agreement shall be construed to extend or modify the statute of limitations or statute of repose set forth in Section 95.11(3)(c), Florida Statutes.

5. **Confidentiality.** The Parties agree that the terms of this Agreement shall remain confidential and shall not be disclosed to third parties except as required by law or as necessary for the purposes of obtaining legal or financial/accounting advice.

6. **Non-Disparagement.** The Parties agree that they will not disparage any other Parties to this Release relative to their respective obligation(s) and/or performance associated with the Project or otherwise take any action which could reasonably be expected to adversely affect the personal or professional reputation of any party to this Release or their respective directors, officers, agents, executives, or employees.

7. The terms of this Agreement and negotiations leading hereto shall not be deemed an admission of any allegation and instead constitute only a compromise and recognition of the risks and expenses associated with litigation or arbitration.

8. The Parties agree that they have been afforded the opportunity to have this Agreement reviewed by an attorney of their own choice and have agreed to enter into this Agreement knowingly and intentionally.

8. The provisions of this Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

9. The persons executing this Agreement on behalf of each Party expressly warrant and represent that they are duly authorized to do so in a manner that is fully binding upon such Party.

10. This Agreement may not be altered, amended, modified, or rescinded in any way except by subsequent written instrument duly executed by each of the Parties.

11. This Agreement supersedes all discussions and/or oral or written understandings among the Parties specifically related to the Project, the Reports, or any other matter related to or released pursuant to this Agreement. All previous discussions or negotiations regarding the foregoing are hereby merged into this Agreement. No Party has relied upon any oral or written representations, express or implied warranties, or agreements that are not expressly contained, referenced, or incorporated into this Agreement.

12. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

13. The Parties agree that they shall bear their own attorneys' fees and costs associated with the matters released in the foregoing. However, in the event any Party brings a claim against any other Party(ies) for a breach of this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party(ies).

14. This Agreement may be executed and delivered in multiple counterparts, and all counterparts so delivered and executed shall constitute one and the same instrument and be enforceable as such. Signed copies of this Agreement transmitted via electronic mail or facsimile shall be treated as Agreements bearing an original signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers and have hereunto set their hand and affixed their seals on the day, month, and year written below.

DATE: _____

Kaufman Lynn Construction, Inc.

By: _____

Its: _____

Print Name: _____

DATE: _____

TK Elevator Corporation

By _____

Its: _____

Print Name: _____

“CITY”:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ALFRED KERVIN, CITY CLERK (SEAL)

Dated: _____

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

EXHIBIT "A"

Jason E. Handin

From: Jason E. Handin Esq
Sent: Monday, May 23, 2022 11:12 AM
To: Peter Brandt
Cc: Mark Berman; Chris Long; Garret Southern; Nathan Coker; Alexandra Stelicha
Subject: RE: Pompano Beach PG - Follow-up after 5/5/22 Teams call re TK Elevator
Attachments: 141104 P2.02a_P2.02b SECOND FLOOR PLAN P2.02a (1).pdf; P2.02b_ PARTIAL SECOND FLOOR PLUMBING PLAN Rev.3 markup (1).pdf; P2.05a_ PARTIAL ROOF PLUMBING PLAN Rev.4 markup (1).pdf; P2.05b_ PARTIAL ROOF PLUMBING PLAN Rev.4 markup (1).pdf; Z533.pdf; Z520.pdf

Importance: High

Thank you, Peter. [REDACTED]

As previously discussed, KL has been working to formulate a repair for the deck drainage issues. KL visited the site with the AOR, structural EOR, and plumbing EOR, and it was collectively determined that the issues claimed may be remediated by coring certain locations of concern at which a new Zurn drain would be installed and piped to the nearest drainage line. Please find attached marked-up drawings showing a red "X" where the new drains are proposed to be installed, along with the drains specified by the plumbing EOR. The plans provided are for the second level and roof level. The additional drains indicated on the second level plans are also proposed to be added on the third and fourth levels. KL will agree to oversee and bear the cost of this scope.

Pursuant to Section 558.004(5)(a) and(8), please confirm that the above offer is acceptable to the City to resolve its claimed deck drainage and ponding issues. If you require additional information before providing your approval, please let me know. Thank you.

From: Peter Brandt <pbrandt@flbbwlaw.com>
Sent: Tuesday, May 17, 2022 2:58 PM
To: Jason E. Handin Esq <jhandin@kaufmanlynn.com>
Cc: Mark Berman <Mark.Berman@copbfl.com>
Subject: FW: Pompano Beach PG - Follow-up after 5/5/22 Teams call re TK Elevator

[REDACTED]

As always, your attention and cooperation are appreciated.

Best....

Regards,

Peter Brandt

*Ferencik Libanoff Brandt Bustamante & Goldstein, P.A.
Florida Bar Board Certified Construction Lawyer
7901 SW 6th Ct., Suite 300
Fort Lauderdale, Florida 33324
O: 954.474.8080 F: 954.474.7343
Cell: 954.401.2084 Toll Free: 800.866.6048*

****TYPICAL LOCATIONS LEVELS 1-5****



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 Architecture, Planning, Interiors, & Sustainable Design
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 188 NE 4TH AVENUE, SUITE 101
 POMPANO BEACH, FL 33069
 TEL: (904) 776-8851 FAX: (904) 776-8194
 E-MAIL: info@csa-architects.com

ISSUED FOR:
 N/A
 PERMIT
 CONSTRUCTION
 SCALE

PROJECT TITLE
POMPANO BEACH PARKING GARAGE

ASSOCIATED PERMITS
 BP15-0003471 BUILDING PERMIT
 BP15-0003871 TEST HOLES
 BP15-0004532 TOTAL DEMO
 BP15-0005712 PILES
 BP15-0005822 SITE WORK

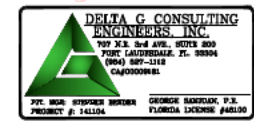
REVISIONS

GENERAL COORDINATION 03-01-16

THESE DRAWINGS ARE PREPARED PER ESTABLISHED INDUSTRY STANDARDS AND REPRESENT THE ARCHITECT AND ENGINEERING DESIGN CONCEPT; THEY ARE NOT INTENDED TO PROVIDE ENOUGH DETAIL OR CONDITIONS REQUIRED TO CONSTRUCT THE BUILDING. THE CONTRACTOR THROUGH SUBMITTALS AND OTHER COORDINATION EFFORTS IS FULLY RESPONSIBLE FOR PROVIDING A COMPLETE AND ORIENTATION TO BUILDING WHETHER INDICATED ON THE PLANS OR NOT.

T.C. HUNTER
 22-4835 POMPANO BEACH
 CIVIL ENGINEER LICENSE #CTE16016-02

Digitally signed by George San Juan, P.E.
 DN: CN = George San Juan, P.E., C = US, O = Delta G Consulting Engineers, Inc., OU = Delta G Consulting Engineers, Inc.
 Reason: I am approving this document
 Date: 2016.03.11 09:27:51 -0500



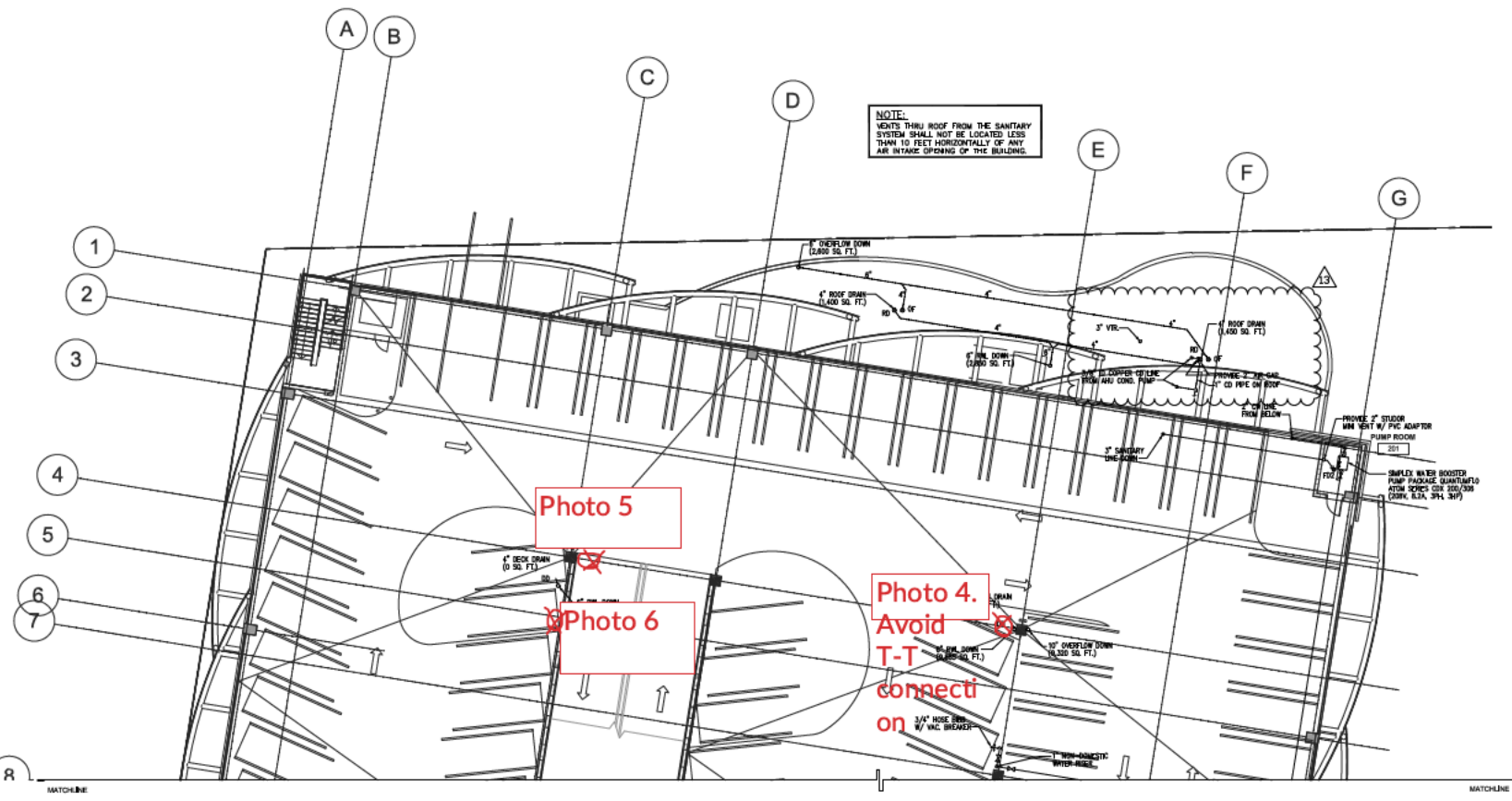
DRAWING TITLE
PARTIAL SECOND FLOOR PLUMBING PLAN

DATE: 05/01/2015 | DRAWN BY: JS
 JOB NUMBER: 140305
 DRAWING NUMBER:

P2.02a

PERMIT SET 5-1-2015

NOTE:
 VENTS THRU ROOF FROM THE SANITARY SYSTEM SHALL NOT BE LOCATED LESS THAN 10 FEET HORIZONTALLY OF ANY AIR INTAKE OPENING OF THE BUILDING.



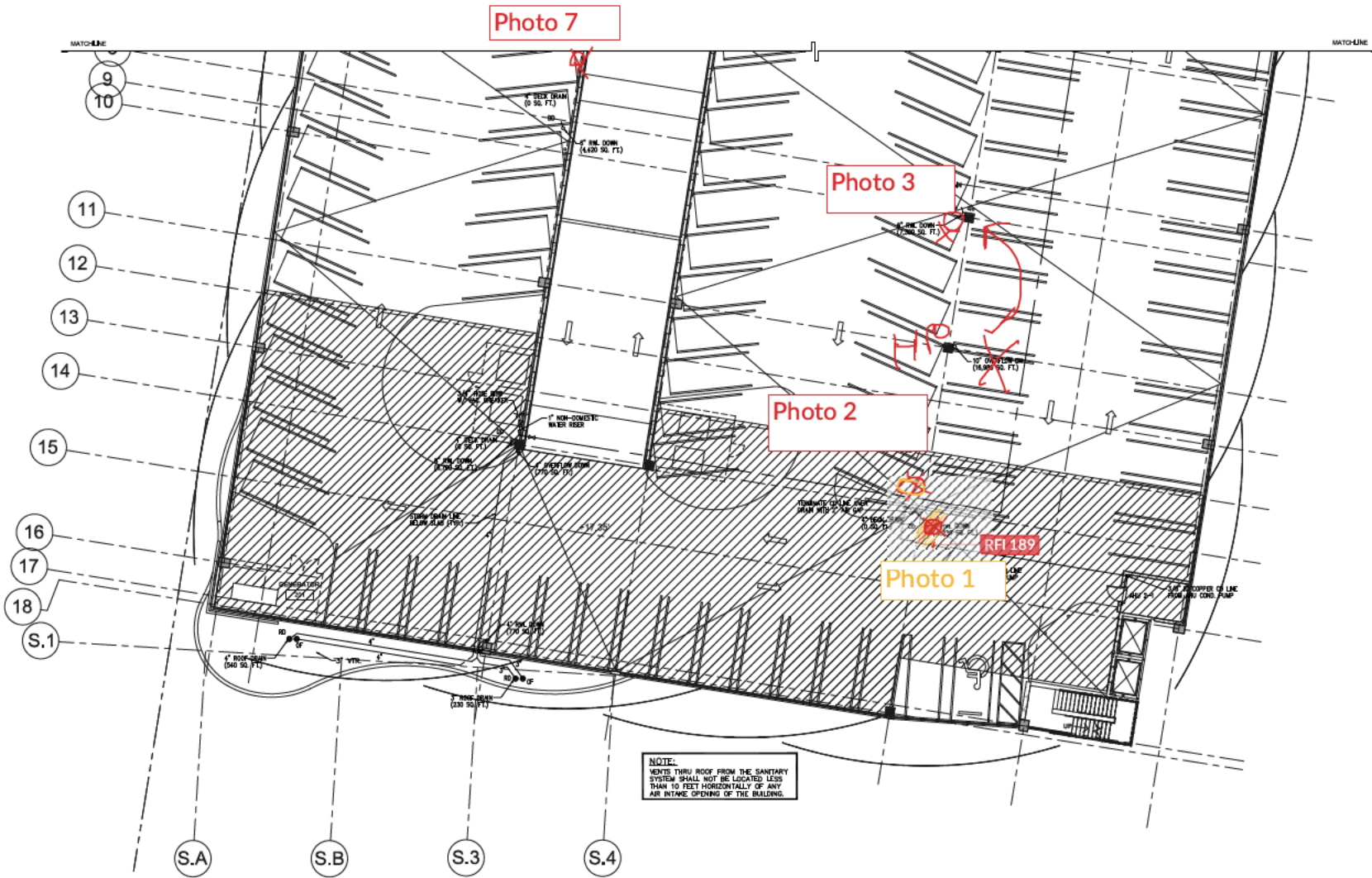
1 PARTIAL SECOND FLOOR PLUMBING PLAN
 P2.02a
 3/20" x 14"



R MATCHLINE

MATCHLINE

****TYPICAL LOCATIONS LEVELS 1-5****



NOTE:
VENTS THRU ROOF FROM THE SANITARY SYSTEM SHALL NOT BE LOCATED LESS THAN 10 FEET HORIZONTALLY OF ANY AIR INTAKE OPENING OF THE BUILDING.

1 PARTIAL SECOND FLOOR PLUMBING PLAN
DATE: 05/01/2015



CURRIE SOWARDS AGUILA architects
Architecture, Planning, Interiors, & Sustainable Design
AA26001894
185 NE 4TH AVENUE, SUITE 100
POMPANO BEACH, FL 33069
TEL: (754) 235-4881 FAX: (754) 243-8184
EMAIL: info@currie-sowards.com

ISSUED FOR:
REVISIONS:
REVISION NO. DATE BY
REVISION NO. DATE BY

PROJECT TITLE:
POMPANO BEACH PARKING GARAGE

THESE DRAWINGS ARE PREPARED FOR ESTABLISHED INDUSTRY STANDARDS AND REPRESENT THE ARCHITECT AND ENGINEER'S DESIGN CONCEPT. THEY ARE NOT INTENDED TO PROVIDE EVERY DETAIL OR CONNECTION REQUIRED TO CONSTRUCT THE BUILDING. THE CONTRACTOR THROUGH SUBMITTALS AND OTHER COORDINATION EFFORTS IS FULLY RESPONSIBLE FOR PROVIDING A COMPLETE AND OPERATIONAL BUILDING WHETHER INDICATED ON THE PLANS OR NOT.
BY: [Signature] TITLE: [Title] DATE: 05/01/2015

DRAWING TITLE:
PARTIAL SECOND FLOOR PLUMBING PLAN

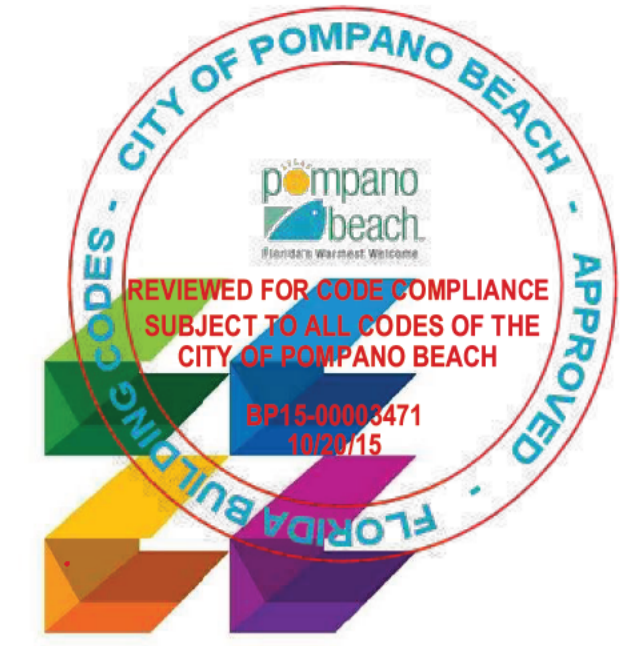
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JOB NUMBER: 140305
DRAWING NUMBER:

P2.02b

Digitally signed by George Sackian P.E.
DN: cn=George Sackian, o=Delta G Consulting Engineers, Inc., ou=Delta G Consulting Engineers, Inc.
Reason: I am approving this document
Date: 2015.04.30 16:05:33 -0700



PERMIT SET 5-1-2015



CURRIE SOWARDS AGUILA architects
 Architecture, Planning, Interiors, & Sustainable Design
 AA26001584
 185 NE 4TH AVENUE SUITE 101 DELRAY BEACH, FL 33483
 T: (561) 276-4951 F: (561) 243-8184 E-MAIL: office@csa-architects.com

ISSUED FOR:
 BIDS
 PERMIT
 CONSTRUCTION
 SEAL

PROJECT TITLE
POMPANO BEACH PARKING GARAGE

ASSOCIATED PERMITS
 BP15-00003471 BUILDING PERMIT
 BP15-00003671 TEST PILES
 BP15-00004532 TOTAL DEMO
 BP15-00005712 PILES
 BP15-00005922 SITE WORK

REVISIONS		
Δ	DELTA 1 RFI/BLDG DEPT. COMNTS.	06-05-15
Δ	DELTA 2 RFI/BLDG DEPT. COMNTS.	08-04-15

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DRAWING TITLE	
PARTIAL ROOF PLUMBING PLAN	
DATE	DRAWN BY
05/01/2015	DS
JOB NUMBER	
140305	
DRAWING NUMBER	
P2.05a	

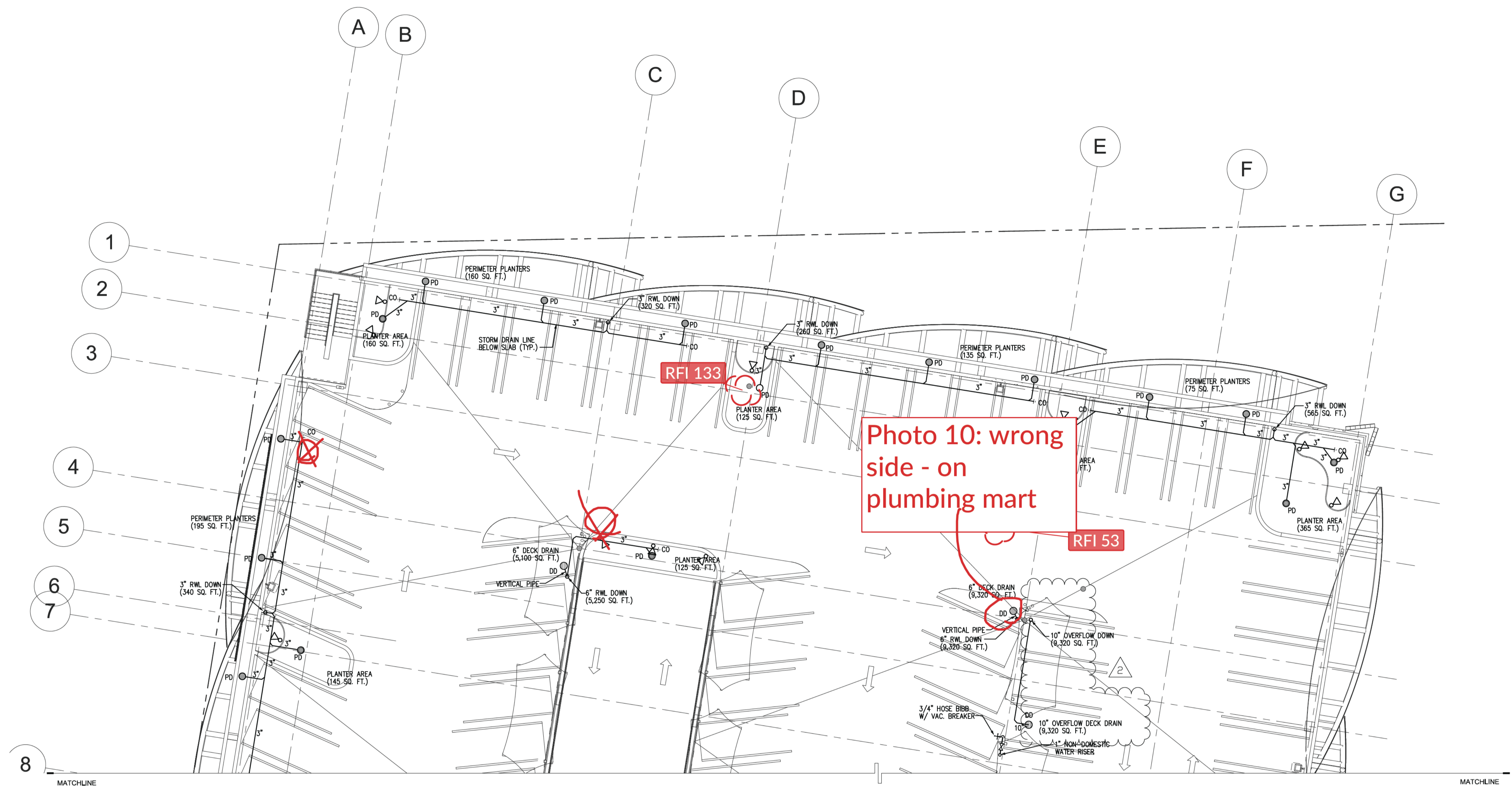
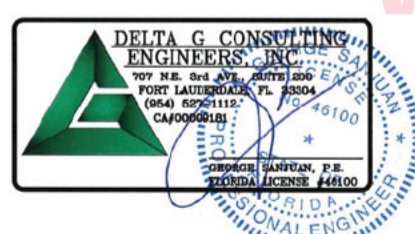


Photo 10: wrong side - on plumbing mart

1 PARTIAL ROOF PLUMBING PLAN
 P2.05a 3/32" = 1'-0"

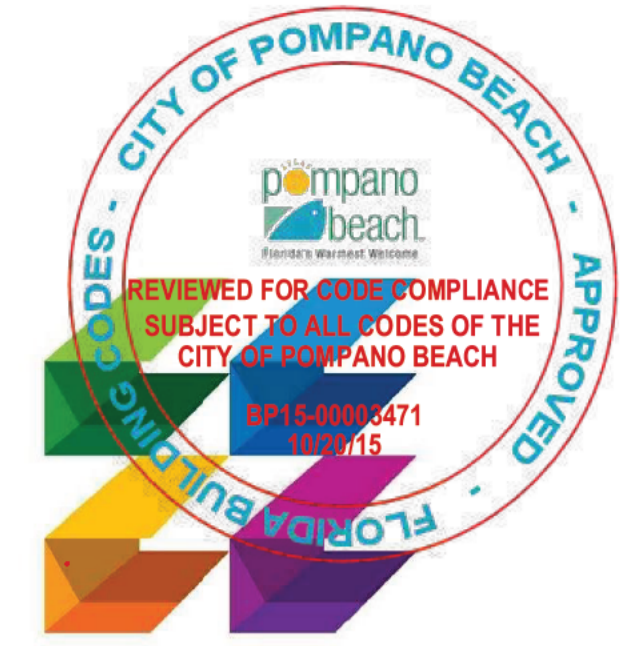


Digitally signed by George SanJuan PE
 DN: CN = George SanJuan PE, C = US, O = Delta G
 Reason: I am approving this document
 Date: 2015.08.04 16:02:02 -04'00'

DELTA G CONSULTING ENGINEERS, INC.
 707 N.E. 3rd AVE., SUITE 200
 FORT LAUDERDALE, FL 33304
 (954) 527-1112
 CA#00009181

PJT. MGR. STEPHEN BENDER PROJECT #: 141104
 GEORGE SANJUAN, P.E. FLORIDA LICENSE #46100

PERMIT SET 5-1-2015



CURRIE SOWARDS AGUILA architects
 Architecture, Planning, Interiors, & Sustainable Design
 AA26001584
 185 NE 4TH AVENUE SUITE 101 DELRAY BEACH, FL 33483
 T: (561) 276-4951 F: (561) 243-8184 E-MAIL: office@csa-architects.com

ISSUED FOR:
 BIDS
 PERMIT
 CONSTRUCTION
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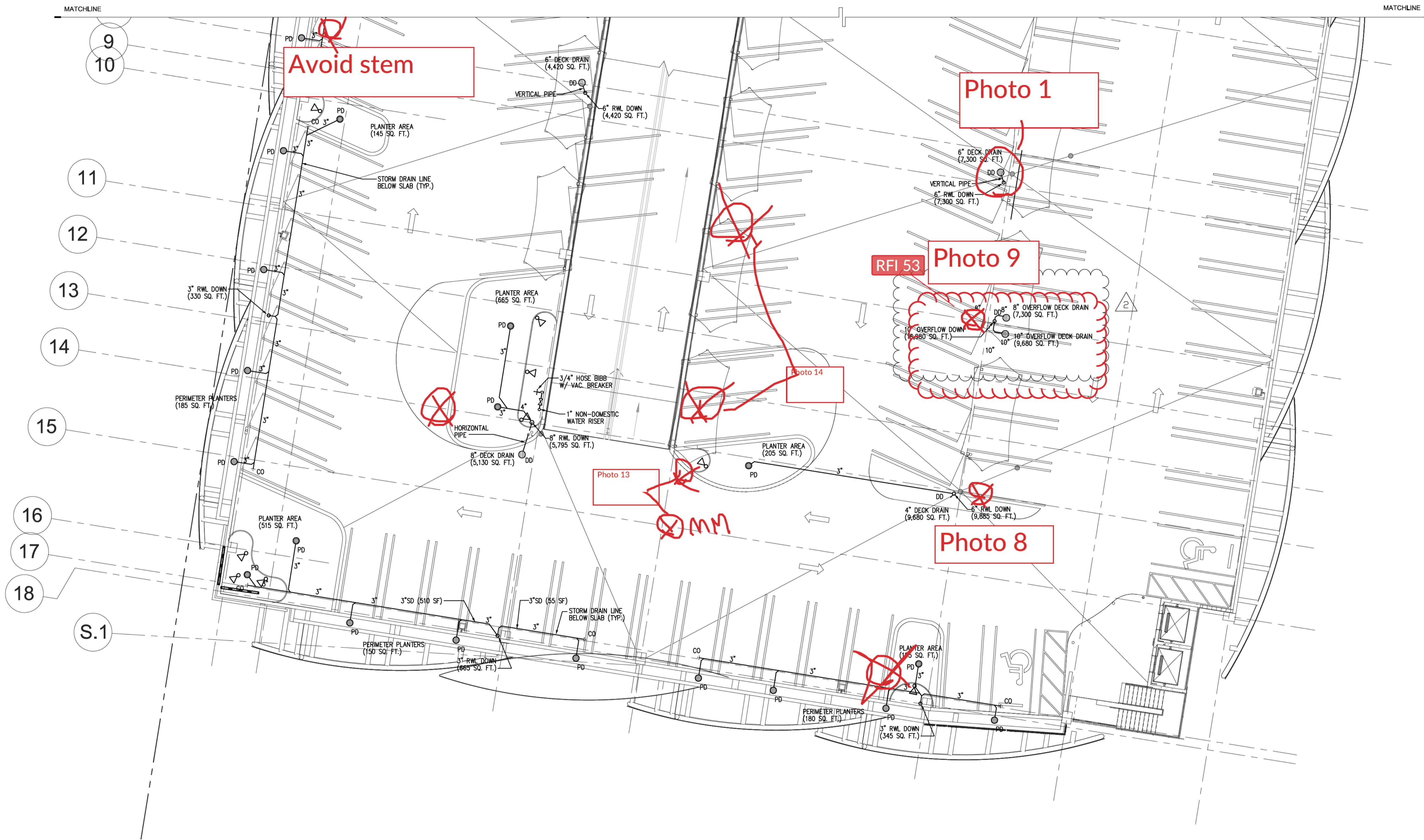
PROJECT TITLE
POMPANO BEACH PARKING GARAGE

ASSOCIATED PERMITS
 BP15-00003471 BUILDING PERMIT
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 BP15-00005712 PILES
 BP15-00005922 SITE WORK

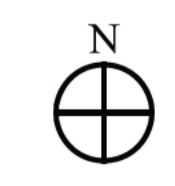
REVISIONS		
△	DELTA 1 RFI/BLDG DEPT. COMNTS.	06-05-15
△	DELTA 2 RFI/BLDG DEPT. COMNTS.	08-04-15

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DRAWING TITLE
PARTIAL ROOF PLUMBING PLAN
 DATE 05/01/2015 | DRAWN BY DS
 JOB NUMBER 140305
 DRAWING NUMBER
P2.05b



1 PARTIAL ROOF PLUMBING PLAN
 P2.05b 3/32" = 1'-0"



DELTA G CONSULTING ENGINEERS, INC.
 707 N.E. 3rd AVE., SUITE 200
 FORT LAUDERDALE, FL 33304
 (954) 527-1112
 CA#00009181

P.T. MGR. STEPHEN BENDER PROJECT #: 141104
 GEORGE SANJUAN, P.E. FLORIDA LICENSE #46100

Digitally signed by George SanJuan PE
 DN: CN = George SanJuan PE, C = US, O = Delta G
 Reason: I am approving this document
 Date: 2015.08.04 16:01:39 -04'00'

PERMIT SET 5-1-2015



MasterFormat: 03 62 13

AUGUST 2015
(Supersedes January 2010)

CG-86™

Construction-Grade Grout

DESCRIPTION

CG-86 construction-grade grout is a non-metallic, mineral aggregate based, non-shrink economical grout. The product is specifically developed as a high-strength, cost-effective, general-purpose grout for use across a broad range of large and small construction projects. CG-86 will not rust and contains no added chlorides or gypsum. CG-86 provides a range of consistency from dry pack to fluid to meet many different application requirements. It is furnished pre-mixed and ready to use. CG-86 may be extended for deep grouting with pea gravel for greater yield and increased economy. CG-86 is freeze-thaw stable and may be used for interior or exterior applications, above- or below-grade.

USES

CG-86 is versatile and designed for structural grouting of machine and column baseplate, anchoring doweling, precast wall panels, and bridge seats and bearing pads. CG-86 is suitable for the transportation, industrial, commercial, and municipal markets.

FEATURES/BENEFITS

- Furnished premixed and ready to use ... just add water.
- Excellent freeze-thaw characteristics ... long-term stability.
- Conforms to ASTM C 827 and ASTM C 1090 positive expansion.
- May be mixed to dry pack, plastic, flowable, and fluid consistencies for high versatility.
- Provides a high strength, non-shrink grout for a broad range of general construction projects.
- Offers the strength and characteristics required for cost-effective, general purpose grouting.
- Cost reductions are realized when extended with pea gravel for deep grouting.
- Requires no separate bonding agent ... only pre-saturation of concrete with water prior to application.

- No site batching required for consistent results.
- No added chlorides or gypsum.

PACKAGING

50 Lb. (22.7 kg) Poly-Lined Bags

YIELD

0.43 ft.³ (0.012 m³) per bag.

SHELF LIFE

Store product on pallets in a cool, dry location. Shelf life of properly stored product is one year from date of manufacture when stored in unopened, original packaging. Do not store outdoors.

SPECIFICATIONS

ASTM C 1107 (Grade A, B & C)
Corps of Engineers Spec. CRD-C-621
Various Department of Transportation Approvals

APPLICATION

Grouting application shall be performed in accordance with American Concrete Institute (ACI) 351.1R: Grouting between Foundations and Bases for Support of Equipment and Machinery and other applicable ACI recommendations. Minimum application thickness is 1/2" (12.7 mm).

Do not apply to frost covered concrete. Protect from freezing by use of insulated or electric curing blanket, external heating, or other suitable method for up to three days after application. Follow cold temperature application procedure ACI 306, "Standard on cold weather concreting" if both the daily temperature falls below 40° F (4.4° C) and the air temperature does not rise above 50° F (10° C) for more than 12 hours in any 24 hour period for three consecutive days prior to insulation. Also see COLD-WEATHER GUIDELINE: REPAIR MORTARS AND NON-SHRINK GROUTS available at Follow ACI 305 – "Standard on hot weather concreting" if conditions existing for rapid water loss which includes high air temperature, high winds, direct sun or low humidity. Also see HOT-WEATHER GUIDELINE: REPAIR MORTARS AND NON-SHRINK GROUTS available at www.wrmeadows.com.

CONTINUED ON THE REVERSE SIDE...

W. R. MEADOWS, INC.

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TECHNICAL DATA

[Tests conducted at 75° F (23.9°C) unless noted]

Consistency (ASTM C 827-95A)	Dry Pack	Plastic	Flowable	Fluid	
Mix Ratio (per 50 lb.)	5.0 pints	6.25 pints	6.75 pints	8.5 pints	
Flow (per ASTM C 230-90)	Not Applicable	100-120%	120-140%	Not Applicable	
Flow (per ASTM C 939)				40 Seconds ¹	
Set Time (per C 191-92, Initial)	4-6 hours	4-6 hours	5-7 hours	6-8 hours	
Bond Strength at 28 Days (ASTM C 882 Modified)		2300 psi (15.8 MPa)	2500 psi (17.2 MPa)		
Freeze-Thaw Resistance (ASTM C 666, Procedure A, 300 Cycles)		100% Relative Dynamic Modulus	100% Relative Dynamic Modulus		
Compressive Strength, (per ASTM C 109-13 Wet Cure)	psi				
@ 1	day	7,000 (48.3 MPa)	3,500 (24.1 MPa)	3,000 (20.7 MPa)	2,500 (17.2 MPa)
@ 3	days	8,000 (55.1 MPa)	4,500 (31 MPa)	4,000 (27.6 MPa)	3,500 (24.1 MPa)
@ 7	days	9,500 (65.5 MPa)	6,000 (41.3 MPa)	5,500 (37.9 MPa)	5,000 (34.4 MPa)
@ 28 days		10,000 (68.9 MPa)	8,000 (55.1 MPa)	7,500 (51.7 MPa)	7,000 (48.2 MPa)

Footnote¹ – ASTM C 1107 requires a flow cone time of less than 35 seconds for fluid consistency.

*All technical data is typical information and will vary due to testing methods, site conditions, temperature, curing, procedures, batching, and expected variations in naturally occurring raw materials. Statistical differences in test results should be anticipated. On-site testing results may not correlate to published laboratory results due to testing variations.

Surface Preparation ... Prepare concrete substrate in accordance with ICRI Technical Guideline No 310.2-1997: Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays. Mechanically roughen or high pressure water-jet the existing concrete substrate to an ICRI concrete surface profile (CSP) of CSP-4 or higher. Remove all unsound concrete and provide a profiled, porous surface. The substrate must also be structurally sound, dust-free, and free of grease, oil, dirt, curing compounds, release agents, or any other surface or penetrated contaminants, coatings, or similar materials that will adversely affect the bond. Sanding or wire-brushing are not approved concrete surface preparation methods. Substrate must be brought to a fully saturated, surface dry (SSD) condition and free of standing water during the entire application of the grout. Abrasive blast the steel base-plates or any steel that will come in contact with the CG-86 to a white metal finish.

Placement ... Mix only small quantities of CG-86 by hand until lump-free. Mechanically mix with a high torque, low speed drill (400-600 rpm) and paddle or paddle-type mortar mixer. Mix for a minimum of three minutes or until uniform and lump-free. Use the minimum water required to produce desired placement consistency. Do not mix more than can be placed in 15 minutes. Do not re-temper. Use only clean, potable water.

Aggregate Extension ... When grouting large areas, extend CG-86 with washed, dried, well-graded, non-reactive, dense pea gravel. For thicknesses 2" - 4" (50.8 – 101.6 mm), add up to 25% 3/8" (9.5 mm) pea gravel. For medium-flow mixes, 4" (50.8 mm) and over, add up to 50% 3/8" (9.5 mm) pea gravel. The addition of pea gravel is based on percentage of the weight of the dry grout. The use of aggregate to extend the CG-86 will reduce flow and pumping characteristics. A well graded aggregate conforming to table 2 of ASTM C33, Size Number 8 will help to minimize loss of flow and pumping characteristics.

Forming ... Standard hard wood, exterior grade wood or metal forming may be used. The forms should be coated with form release agent for easy removal. The form edges should be caulked and sealed to a liquid-tight condition. Forms must be designed to provide a hydraulic head. Forming must also ensure adequate venting to avoid air entrapment. Do not make close fitting forms; allow 1/2" (12.7 mm) clearance and 1" (25.4 mm) for head. The forms should be placed between 2 – 6" (50.8 – 152.4 mm) away from the perimeter of the machine base to allow for air to escape and to provide for a grout shoulder around the base plate.

CG-86 is easily placed by pouring or pumping and compaction can be accomplished by rodding or tapping. Place grout on one side, flowing to opposite and adjacent sides, to avoid entrapment of air. Grout head and excess grout may be removed after initial set. Remove the forms after the grout has sufficiently hardened (4 to 10 hours depending on temperature) to avoid damaging and trim edges to desired profile.

Pumping ... CG-86 when mixed to a flowable to fluid consistency without the addition of aggregate can be pumped using a suitable grout/mortar pump such as QuickSpray, Inc. (www.quickspray.com) Carrousel Pump 15023 GR3 and UB3 U-Blend Mixer® Combination with a minimum 1.5" (38.1 mm) diameter hose. Air compressor requirement is a minimum 125 LFM and 90 psi. Consult pump manufacturer for details on specific pumping instructions for their particular equipment.

If CG-86 has been extended with aggregate, ensure that the pump type is designed to handle the size and characteristics of the coarse aggregate. Ensure that the pump is equipped with a suitable Rock Valve™ or S-Valve or similar style pump designed to process coarse aggregate. Mortar or standard-type grout pumps should not be used to pump CG-86 that has been extended with aggregate, since these types of pumps are not designed to process aggregates.

Curing ... Immediately following application, cure CG-86 using a suitable curing compound from W. R. MEADOWS or in accordance with ACI 308. W. R. MEADOWS recommends VOCOMP-30, 2200-WHITE series or 1130-CLEAR. When conditions exist for rapid early water loss, the use of EVAPRE™, an evaporation retarder from W. R. MEADOWS, is also recommended.

PRECAUTIONS

Do not use as a repair mortar, overlay or underlayment. Please contact W. R. MEADOWS for specific repair mortar recommendations. Set time, flow and strength development are highly dependent on temperature. Colder temperatures will increase set time and delay compressive strength gain. Generally, set time will increase for every 10° F difference from 75° F in grout temperature by 30%. For example, at 65° F, CG-86 mixed to flowable consistency will have an approximate set time of 6.5-9 hours as compared to 5-7 hours stated for 75° F. Compressive strength development will be delayed up to 60% in cold temperatures versus 75° F at a given cure time and mix ratio. Grouting should be done using established concreting procedures according to ACI recommendations. Read and follow application information, precautions and [Safety Data Sheet](#) information. As with all cement-based materials, avoid direct contact with aluminum or similar type reactive metals. If contact must occur, coat the aluminum or other reactive metals with REZI-WELD 1000 or LV. This data sheet provides a summary of the factors, precautions, limitations, and design theories that should be considered when designing a grouting application, but is not stand alone or complete; project, environmental, and application specific requirements must be considered before drafting a guide specification, determining suitability or application of material. The suitability and/or functionality of the product are the direct and sole responsibility of the licensed design professional, applicator, and/or installer of the product. W. R. MEADOWS is not directly or indirectly acting in any manner as the project licensed design professional, such as, but not limited to, a professional engineer, a licensed architect, and/or a consultant.

LEED INFORMATION

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- MR Credit 2: Construction Waste Management
- MR Credit 4: Recycled Content
- MR Credit 5: Regional Materials

For most current data sheet, further LEED information, and SDS, visit www.wrmeadows.com.



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W. R. MEADOWS, INC. warrants at the time and place we make shipment, our material will be of good quality and will conform with our published specifications in force on the date of acceptance of the order. Read complete warranty. Copy furnished upon request.

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MasterFormat: 03 62 13

SEPTEMBER 2014
(Supersedes March 2006)**MEADOW-PLUG™****One Component, Super-Fast Setting, Hydraulic Repair Mortar****DESCRIPTION**

MEADOW-PLUG is a specially blended, extremely fast setting, hydraulic cement product designed to instantly stop running water or fluid seepage in concrete or masonry structures. This single-component, high-strength repair mortar permanently plugs non-moving cracks, joints and voids.

USES

Once mixed with water to a putty-like consistency, MEADOW-PLUG may be hand formed to quickly stop active fluid leaks in basements, tunnels, swimming pools, sewers, non-potable water tanks, voids around pipes, and wall tie holes. It seals construction joints between floors and walls. MEADOW-PLUG is versatile enough for either vertical or horizontal applications; below-, above- or on-grade. Its controlled expansion formulation permanently holds the repair in place on exterior, interior, and even underwater installations.

FEATURES/BENEFITS

- Fast initial set/Stops liquid flow immediately.
- Expands as it sets/Forms a permanent water stop.
- Mixes with water only/Easy to use.
- Horizontal, vertical, interior, exterior/Highly versatile.
- Above grade, below grade, underwater/Multi-purpose.
- Non-metallic, non-corrosive/Will not stain.
- May be top-coated within one hour/Saves time.
- Good sulfate resistance/Suitable for wastewater and sewer applications.

PACKAGING

50 lb. (22.7 kg) Pails
8 lb. (3.6 kg) Tubs

SHELF LIFE

One year from date of manufacture when stored indoors on pallets in a dry, cool area. Do not store product outside.

COVERAGEYield: 0.45 ft.³ (0.012 m³)

Coverage

	Pail	Tub
3/4" x 3/4" (19 mm x 19 mm)	115 linear feet (35 m)	18 Linear Feet (5.4 m)
1/2" x 1/2" (12.7 mm x 12.7 mm)	259 Linear Feet (78 m)	41 Linear Feet (12.5 m)
1/4" x 1/4" (6.3 mm x 6.3 mm)	1036 Linear Feet (315 m)	165 Linear Feet (50 m)

TECHNICAL DATA**Compressive strength (Per ASTM C 109) at:**

15 min.	850 psi (5.86 MPa)
1 hour	1225 psi (8.44 MPa)
1 day	2650 psi (18.27 MPa)
28 days	6000 psi (41.38 MPa)

Set time (Per ASTM C 191)

Initial: 2 minutes

Final: 3 minutes

All technical data is typical information, but may vary due to testing methods, conditions and operators.

APPLICATION

Surface Preparation ... Cut or notch out the crack, joint, or void to a minimum dimension of 3/4" x 3/4" (19.1 mm x 19.1 mm). To ensure proper mechanical lock, the bottom of the newly notched opening should be wider than the top. (Avoid "V" type notches or cuts.)

Mixing and Placement ... Mix MEADOW-PLUG with enough potable water to form a thick putty consistency (approximately a 4:1 powder-to-water ratio by volume). Do not mix more MEADOW-PLUG than can be placed in one minute. Force MEADOW-PLUG directly into prepared crack and hold in place, maintaining pressure until material hardens. Avoid overworking the material. Just prior to final

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set, MEADOW-PLUG may be "shaved" to match the profile of the area surrounding the patch. If repairing a dry crack, wet cure immediately for at least fifteen minutes or until set is fully achieved. **Do not use on any moving joints.**

PRECAUTIONS

MEADOW-PLUG is recommended for concrete, masonry and block repairs only. Do not apply below 40° F (4° C) or above 90° F (32° C) or when rain is imminent. Protect from freezing for a minimum of 24 hours. Do not bridge moving cracks. Extend existing control and expansion joints through MEADOW-PLUG. Do not add any admixtures. Exceeding liquid requirements shall result in reduced physical properties. Realize that set time will decrease as the product, air, substrate, and mixing liquid temperature increases and will increase as the temperature decreases. Protect from conditions that may cause early water loss: windy conditions, low humidity, high temperature, direct sunlight. Early water loss is exasperated in thin applications. Failure to follow industry standard practices may result in decreased material performance.

LEED INFORMATION

LEED INFORMATION

May help contribute to LEED credits:

- MR Credit 2: Construction Waste Management
- MR Credit 5: Regional Materials

For most recent data sheet, further LEED information, and SDS, visit www.wrmeadows.com.



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W. R. MEADOWS, INC. warrants at the time and place we make shipment, our material will be of good quality and will conform with our published specifications in force on the date of acceptance of the order. Read complete warranty. Copy furnished upon request.

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The information contained herein is included for illustrative purposes only, and to the best of our knowledge, is accurate and reliable. W. R. MEADOWS, INC. cannot however under any circumstances make any guarantee of results or assume any obligation or liability in connection with the use of this information. As W. R. MEADOWS, INC. has no control over the use to which others may put its product, it is recommended that the products be tested to determine if suitable for specific application and/or our information is valid in a particular circumstance. Responsibility remains with the architect or engineer, contractor and owner for the design, application and proper installation of each product. Specifier and user shall determine the suitability of products for specific application and assume all responsibilities in connection therewith.



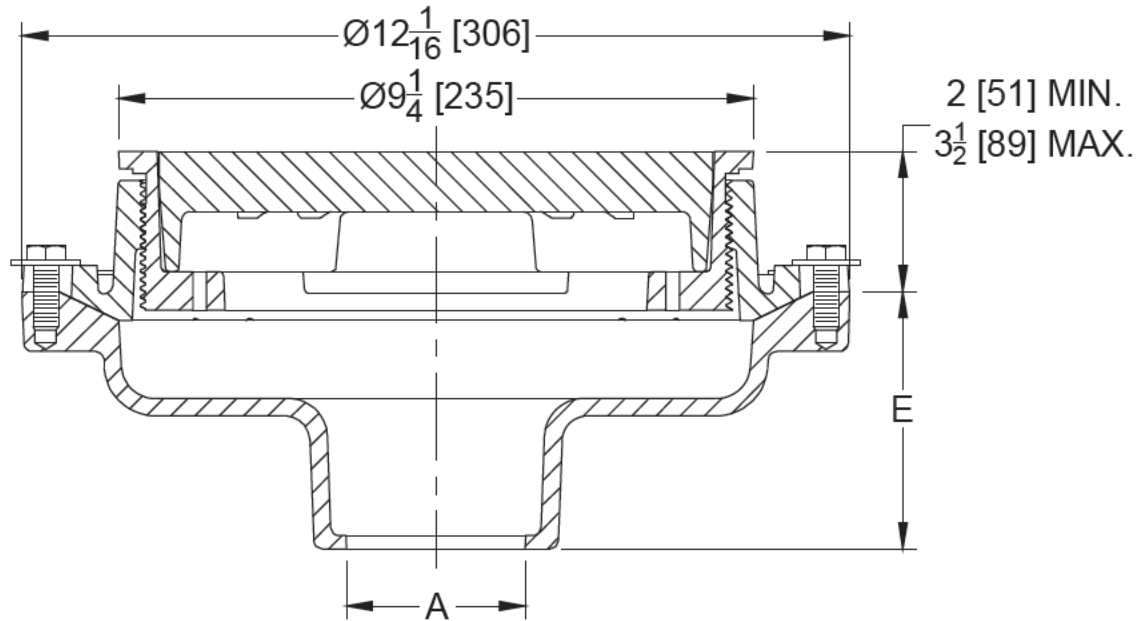
Z520

9-1/4 [235] DIAMETER TOP ADJUSTABLE HEAVY-DUTY DRAIN

SPECIFICATION SHEET

TAG _____

Dimensional Data (inches and [mm]) are Subject to Manufacturing Tolerances and Change Without Notice



A Pipe Size In. [mm]	Approx. Wt. Lbs. [kg]	Grate Open Area Sq. In. [cm ²]
2, 3, 4 [51, 76, 102]	33 [15]	15 [97]
6 [152]	38 [17]	

ENGINEERING SPECIFICATION: ZURN Z520

9-1/4 [235mm] Diameter top drain, Dura-Coated cast iron body with bottom outlet, seepage pan, membrane flashing clamp with seepage slots, and adjustable extension frame with heavy-duty cast iron deep flange slotted grate.

OPTIONS (Check/specify appropriate options)

PIPE SIZE

- 4 [102]
- 4 [102]
- 4 [102]
- 2, 3, 4 [51, 76, 102]
- 6 [152]
- 2, 3, 4 [51, 76, 102]

(Specify size/type) OUTLET

- ___ IC Inside Caulk
- ___ IG Inside Gasket
- ___ IP Threaded
- ___ NH No-Hub
- ___ NH No-Hub
- ___ NL Neo-Loc

'E' BODY HT. DIM.

- 3-3/4 [95]
- 3-3/4 [95]
- 2-3/4 [70]
- 4-3/4 [121]
- 5-1/4 [133]
- 3-9/16 [90]

PREFIXES

- ___ Z D.C.C.I. Body and Top*
- ___ ZN D.C.C.I. Body w/ Polished Nickel Bronze Top (Add 13/16 [21] to 9-1/4 [235] Dim. & 3/16 [5] to 2 [51] to 3-1/2 [89] Dim.)

SUFFIXES

- | | |
|---|--|
| ___ -DG Duresist Grate | ___ -TC Neo-Loc Test Cap Gasket
(2, 3, 4 [51, 76, 102] NL Bottom Outlet Only) |
| ___ -G Galvanized Cast Iron | ___ -TS Top Secured with Slotted Screws |
| ___ -HP Heel-Proof Grate (9 [58] Open Area) | ___ -V Backwater Valve (See Z1099) |
| ___ -P Trap Primer Connection | ___ -VP Vandal-Proof Secured Top |
| ___ -S Secondary Strainer (2-4 [51-102] Outlets Only) | ___ -Y Sediment Bucket |
| ___ -SS Stainless Mesh Liner for Bucket | ___ -90 90° Threaded Side Outlet Body
(4 [102] Size Only) |
| ___ -T Square Top | |

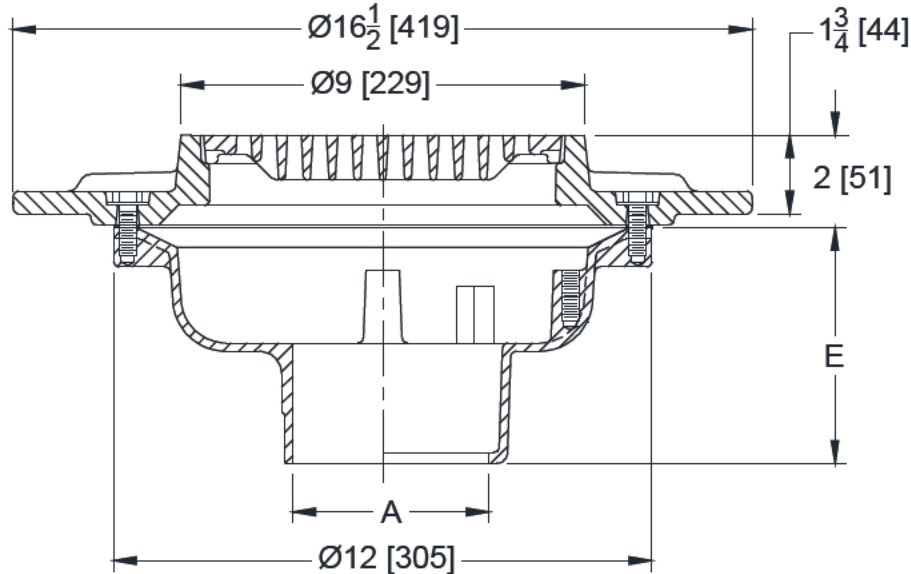
* Regularly furnished unless otherwise specified.

**Z533****9 [229] DIAMETER HEAVY-DUTY
PARKING DECK DRAIN W/ SUPPORT FLANGE**

SPECIFICATION SHEET

TAG _____

Dimensional Data (inches and [mm]) are Subject to Manufacturing Tolerances and Change Without Notice



A Pipe Size In [mm]	Approx. Wt. Lbs. [kg]	Grate Open Area Sq. In. [cm ²]
3,4 [76,102]	48 [22]	16 [103]

ENGINEERING SPECIFICATION: ZURN Z533

9" [229mm] Diameter parking deck drain, Dura-Coated cast iron body with bottom outlet, heavy-duty gasketed drain support flange, with heavy-duty Duresist slotted grate.

OPTIONS (Check/specify appropriate options)**PIPE SIZE**

3,4 [76,102]

3,4 [76,102]

(Specify size/type) **OUTLET**

___ NH No-Hub

___ NL Neo-Loc

'E' BODY HT. DIM.

5-1/4 [133]

4-9/16 [116]

PREFIXES

___ Z D.C.C.I. Body and Top*

___ ZN D.C.C.I. Body with Polished Nickel Bronze Top (Add 3/16 [5] to 2 [51] Dim.)

SUFFIXES

___ -C Underdeck Clamp

___ -G Galvanized Cast Iron

___ -TS Top Secured with Slotted Screws

___ -VP Vandal-Proof Secured Top

___ -Y Sediment Bucket

* Regularly furnished unless otherwise specified.

Zurn Industries, LLC | Specification Drainage Operation
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In Canada | Zurn Industries Limited
7900 Goreway Drive, Unit 10, Brampton, Ontario L6T 5W6 · Ph. 877-892-5216

www.zurn.com

Rev. K
Date: 10/05/2020
C.N. No. 143082
Prod. | Dwg. No. Z533

Jason E. Handin

From: Norelkis Roman <nroman@deltag.net>
Sent: Monday, August 1, 2022 9:33 AM
To: sbender@deltag.net
Subject: FW: DRAINS...

Good morning Stephen,
Please see below from Scott Smith (Zurn)...

Kind Regards,

Norelkis Roman




Norelkis Roman | Plumbing Engineer
1800 Eller Drive Suite #570
Ft. Lauderdale, FL 33316

Direct Line: 954-789-9908 | Office: 954.527.1112 | Fax: 954.524.7505

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From: Scott Smith <scott@ssafla.com>
Sent: Monday, August 1, 2022 9:24 AM
To: Norelkis Roman <nroman@deltag.net>
Subject: Re: DRAINS...

Good morning Norelkis,

I'm doing great. I hope you are too. Thank you for contacting me.

Zurn drains have been used in South Florida for a very long time. The salty air is not only right at the beach but extends many miles inland as well. Zurn Dura-coat paint is specially formulated paint designed to resist cracking and chipping. Dura-coat is a latex-based coating developed to be used with cast iron substrate. That being said, it always comes down to a cost / benefit ratio. The dura-coated cast iron will corrode and get a layer of protection on the outside. Eventually, like all the other materials used, it will eventually show substantial wear. The best material for a drain close to the beach is 316 stainless steel (better known for marine

grade applications). However, the cost is substantial when compared to a dura-coated finish. The bronze and nickel-bronze veneers show corrosion rather quickly.

I hope that helps.

Thanks,

Scott Smith

Scott@ssafla.com

Director of Customer Solutions

Architecture & Engineering

2551 NE 4th Avenue

Pompano Beach, FL 33064

(954) 688-3086 Office

(561) 350-9749 Cell



From: Norelkis Roman <nroman@deltag.net>

Sent: Thursday, July 28, 2022 12:54 PM

To: Scott Smith <scott@ssafla.com>

Subject: DRAINS...

Good afternoon Scott,

Hope this email finds you well. Please see comments below from GC on a 7 years old project and let me know how to explain them this. Thank you in advance for your help.

There was a concern brought up by the City on whether the dura-coat that Zurn uses on these drains are sufficient for this atmosphere, being a few hundred feet from the beach.

Can you confirm this dura-coat is made to withstand this environment to the greatest extent possible?

Please see below FD model used.

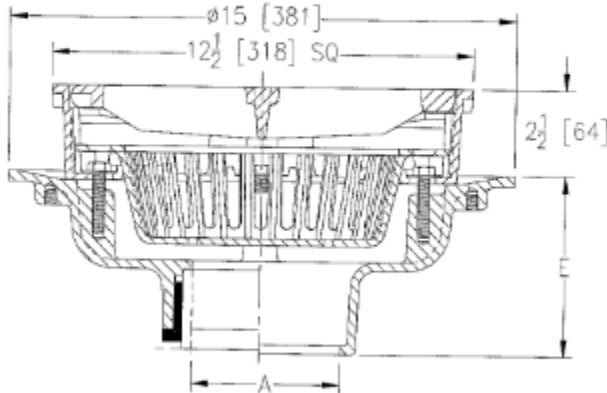


Z610
12 [305] HEAVY-DUTY DRAIN

SPECIFICATION SHEET

TAG _____

Dimensional Data (inches and [mm]) are Subject to Manufacturing Tolerances and Change Without Notice



A Pipe Size	Approx. Wt. Lbs. [kg]	Grate Open Area Sq. In. [cm ²]
2-3-4-5-6 [51-76-102-127-152]	54 [24]	42 [271]
8-10 [203-254]	56 [25]	

ENGINEERING SPECIFICATION: ZURN Z610
 12 [305] Square top drain, Dura-Coated cast iron body with bottom outlet, seepage pan and combination membrane flashing clamp and frame for heavy-duty cast iron loose slotted grate, with suspended polypropylene sediment bucket.

OPTIONS (Check/specify appropriate options)

PIPE SIZE

- 2 thru 6, 8, 10 [51 thru 152, 203, 254]
- 2 thru 4, 6 [51 thru 102, 152]
- 2 thru 6, 8, 10 [51 thru 152, 203, 254]
- 2 thru 6, 8, 10 [51 thru 152, 203, 254]
- 2 thru 4 [51 thru 102]

(Specify size/type) **OUTLET**

- ___ IC Inside Caulk
- ___ IG Inside Gasket
- ___ IP Threaded
- ___ NH No-Hub
- ___ NL Neo-Loc

'E' BODY HT. DIM.

- 5-1/4 [133]
- 5-1/4 [133]
- 3-3/4 [95]
- 5-1/4 [133]
- 4-5/8 [117]

PREFIXES

- Z D.C.C.I. Body and Top*
- ___ ZB D.C.C.I. Body w/Polished Bronze Top (Add 3/16 [5] to 2-1/2 [64] Dim. and 3/4 [19] to 12-1/2 [318] Dim.)
- ___ ZN D.C.C.I. Body w/Polished Nickel Bronze Top (Add 3/16 [5] to 2-1/2 [64] Dim. and 3/4 [19] to 12-1/2 [318] Dim.)

SUFFIXES

- ___ -AR Acid Resistant Epoxy Coated Cast Iron
- ___ -DG Duresist Grate
- ___ -DS Ductile Iron Solid Cover
- ___ -DX Dex-o-tex Flange (ZB, ZN Only)
- ___ -F 2 [51] High Extension
- ___ -G Galvanized Cast Iron
- ___ -H Hinged Grate
- ___ -HC Hinged Solid Cover
- ___ -HL Hinged Locking Grate
- ___ -HLC Hinged Locking Cover
- ___ -LY (Less) Sediment Bucket
- ___ -P Trap Primer Connection
- ___ -S Secondary Strainer
- ___ -SC Solid Cover
- ___ -SS Stainless Steel Mesh Liner for Bucket
- ___ -TC Neo-Loc Test Cap Gasket
- ___ -TS Top Secured with Slotted Screws
- ___ -V Backwater Valve (See Z1099)
- VP Vandal-Proof Secured Top
- ___ -YA Aluminum Sediment Bucket
- ___ -YC Cast Iron Sediment Bucket
- ___ -90 90° Threaded Side Outlet Body

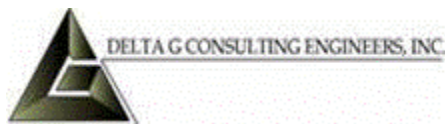
REV. G	DATE: 11/10/10	C.N. NO. 120320
DWG. NO. 59240		PRODUCT NO. Z610

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Kind Regards,

Norelkis Roman



Norelkis Roman | Plumbing Engineer
1800 Eller Drive Suite #570
Ft. Lauderdale, FL 33316

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EXHIBIT "B"

Specialty Perimeter Conceptz, Inc.

Nicholus Kozee
1724-C Northside Industrial Blvd.
Columbus, GA 31904
P: (706) 464-1885
E: Nick@SPConceptz.com



Barrier Cable Proposal

Date	Services Performed By:	Services Performed For:
July 5, 2022	Specialty Perimeter Conceptz, Inc. Nicholus Kozee 1724-C Northside Industrial Blvd. Columbus, GA 31904 P: (706) 464-1885 E: Nick@SPConceptz.com	Kaufman Lynn Construction Nathan Koker 3185 S. Congress Avenue Delray Beach, FL 33445 P: (561) 908-3499 E: nkoker@KaufmanLynn.Com

This proposal is issued to Kaufman Lynn Construction ("Client") by Specialty Perimeter Conceptz, Inc. ("SPC"), effective July 5, 2022 (the "Proposal Date"). The terms and conditions contained in this Proposal account for the agreement between the parties and shall be made a part of any future Final Agreement. Any term not otherwise defined herein shall have the meaning specified in the Final Agreement. In the event of any conflict or inconsistency between the terms of this Proposal and the terms of the Final Agreement, the terms of this Proposal shall govern and prevail. This Proposal shall expire if not accepted before August 31, 2022, and once accepted, shall be completed before October 31, 2022.

Project Information

Project Name: Pompano Beach PG – Anchor Retrofit & Re-Tensioning
Project Location: Pompano Beach, FL
Type of Structure: Precast

Basis of Proposal

Proposal based upon the following plans, specifications and addendums:

Document Type	Designer	Revision #	Revision Date
Original Shop Dwg's	Specialty Perimeter Conceptz, Inc.	IFC	1

Scope of Work

SPC to provide new anchor on one (1) end of each loose cable (where required) and re-tension cables to 3.0 kips each.

- Existing cable to remain
- One (1) anchor on each loose cable to remain
- Loose cables with originally installed adjustable Grabb-it anchors will be re-tensioned without anchor replacement

Deliverable Materials

Contractor shall provide the following materials:

Quantity	Unit	Material
18	EA	Electro-Zinc Plated Adjustable Surface Mounted Grabb-it Anchors
182	EA	Electro-Zinc Plated Fixed End Surface Mounted Grabb-it Anchorage Assemblies

Proposal Pricing

Lump Sum Contract Price: [REDACTED]

[REDACTED] [REDACTED]

Material Price Escalation

The proposed price for this project has been calculated based on current market prices for steel materials. However, the market for steel materials is considered to be volatile, and sudden price increases could occur. SPC agrees to use its best efforts to obtain the lowest possible prices from available steel material suppliers; however, should there be an increase in the prices of steel materials that are purchased after execution of contract for use on this project, Client agrees to pay that cost increase to SPC. Any claim by SPC for payment of a cost increase, as provided above, shall require written notice delivered by SPC to the Client stating the description of the steel material or materials in question, original cost quoted, current market cost and supplier material quote for verification.

Specific Inclusions

SPC shall provide the following:

- Insurance Certificate with SPC's standard coverages and Waiver of Subrogation
- One mobilization. Additional mobilizations will be charged back to client at a rate suitable to cover any additional labor cost, equipment rental fees and travel expenses required to return to project location from SPC home office. Additional mobilizations will result from the following:
 - Failure of client to provide drivable access in to the garage by SPC vehicle
 - Failure of client to complete remedial work noted in SPC pre-installation inspection report
 - Failure of client to properly sequence work of other trades which prevents completion SPC's work during initial mobilization
- Hoisting of materials upon delivery, during installation and at project completion if required

Specific Exclusions

SPC shall not be responsible for the following:

- Refurbishment of corrosion on existing galvanized cable, anchorages, steel supports or fasteners associated with the currently installed Barrier Cable System.
- Signed and Sealed Shop Drawings unless provided for in proposal pricing and noted above
- Grouting of any stressing pockets or recesses
- Temporary OSHA required building edge fall protection materials or installation unless provided for in proposal pricing and noted above

- Removal of any OSHA required building edge fall protection materials unless provided for in proposal pricing and noted above
- Testing, Inspections and Stressing Records
- Permits, Local Business Licenses, Bonds and Liquidated Damages
- Any item not specifically mentioned in the Scope of Work, Deliverable Materials or Specific Inclusions

Other Conditions

The following additional conditions shall apply:

- Client to ensure building materials and vehicles are removed from areas where barrier cable installation will be taking place.
- SPC will be protected under Builders Risk Insurance provided by client for the duration of the project

Taxes and Payment Terms

Taxes:

SPC has included all applicable taxes into the proposal pricing.

Invoices:

Invoices shall be submitted monthly, on or before the required cut-off date as noted in the final agreement or upon completion of the following tasks if not otherwise stated:

- Complete installation of Barrier Cable System

Payment:

Terms of payment for each invoice are due upon receipt by Client of a proper invoice. SPC shall provide Client with sufficient details to support its invoices, including daily reports for services performed onsite. Payments for services invoiced that are not received within 30-days from date of invoice will be subject to a 5% penalty per calendar month.

Acceptance

By signing below the above Proposal shall constitute a contract between SPC and client. Should the client elect to issue a purchase order or subcontract in lieu of executing this proposal, the terms and conditions of this proposal, in its entirety, shall be incorporated in to the scope of work of the final agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Proposal to be effective as of the day, month and year first written above.

Kaufman Lynn Construction

By: _____

Name: _____

Title: _____

Date: _____

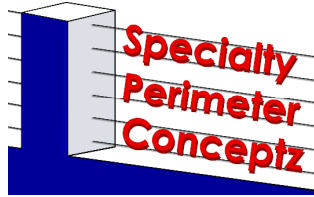
Specialty Perimeter Conceptz, Inc.

By: _____

Name: _____

Title: _____

Date: _____



Specialty Perimeter Conceptz, Inc.

Barrier Cable Owners & Maintenance Manual

1724C Northside Industrial Blvd
Columbus, GA 31904

Contact: Nick Kozee
Phone: (706) 221-7329
Mobile: (706) 464-1885
Email Nick@SPConceptz.Com

Barrier Cable – What is It?

Barrier Cable is a tensioned guardrail system typically consisting of 1/2” galvanized cables located adjacent to the perimeter of a parking deck and along any open edge to prevent pedestrians and vehicles from falling.

Barrier Cable can be configured to act only as a pedestrian barrier, a vehicle barrier or a combination of the two. The systems can include one to many cables with a typical configuration consisting of 11-Cables spaced at 4” on center up to a height of 42” minimum from the finished floor. This 11-cable system serves as both a pedestrian and vehicle barrier system. Unlike ridged hand rail systems, the Barrier Cable system is designed to deflect under impact and will remain slightly flexible upon installation. This deflection allows the cables to absorb significant loads applied by a vehicle impact and transfer them back to the supporting structure at the ends of the cable runs.

The Barrier Cable industry is governed by the Post-Tensioning Institute (PTI) and any applicable building codes. It is a project specific engineered system which is designed by registered engineers who specialize in Barrier Cable Systems.

Barrier Cable Components

The Barrier Cable system is comprised of the following components:

- Galvanized Barrier Strand – Class “A” Galvanized Prestressing Strand.
 - 3/8” Diameter (Less Common)
 - 1/2” Diameter
- Anchorages – Mechanical devices required at each end of the cable capable of transferring the working and impact loads to the structure.
 - *Barrel Anchorage Assembly* – Small cylindrical metal housing that recesses into a stressing pocket or bears directly onto a steel support.
 - *Grabb-It Anchorage Assembly* – Special anchorage used when access to stressing location is restricted.
 - Fixed
 - Adjustable
- Supports – Concrete or steel members used support and terminate the cable rail system.
 - *Intermediate Supports* – Concrete frame columns, concrete stub columns, steel tube post or steel angles.
 - Steel supports are typically bolted or welded to concrete floors, walls or columns.
 - *Termination Supports* – Concrete frame columns, concrete stub columns, steel tube post, steel tube posts with kickers or steel angles.
 - Steel supports are typically bolted or welded to concrete floors, walls or columns.

Barrier Cable Installation

Barrier cable is a specialty product and requires specialty tools and installation practices. As such, installation crews are required to become PTI certified and have experience working under other experienced installers to become proficient in the means and methods of cable installation.

Cable installers must be able to effectively operate the hydraulic stressing gear and read and interpret the stressing gear calibration paperwork. Over or under stressing barrier cables could have devastating results. Too little tension applied to the cables and the system will be rendered useless and will not meet code requirements. Too much tension and it is possible the connecting structural elements could fail.

Maintenance

Barrier Cable systems are generally maintenance free. Some items to monitor are:

- *Cable Tension* – Unless acted upon by an outside force, a properly designed and installed Barrier Cable system should not lose tension overtime.
 - Tension is sometimes relieved by the overall expansion and contraction of the building. If cables become loose, a PTI Certified Technician will need to review the condition to determine the repair procedure. Often, a cable must be replaced to re-tension. Other times, the adjustable anchorages may be used to re-tension the cable.
- *Corrosion* – Corrosion should be wire brushed and painted with a zinc-rich cold applied galvanizing compound. Corrosion could occur at the following:
 - Anchorages
 - Gripper Marks
 - Steel Supports
 - Weld Locations

Emergency Situations:

If an emergency occurs such as a vehicle striking and damaging cables or supports, the affected area adjacent and below the damaged Barrier Cable system should be cordoned off by barricades to prevent access to the area and prevent a fall hazard.

The cable rail system and its supporting members will need to be analyzed by Specialty Perimeter Conceptz, Inc so that an engineered repair procedure can be developed and implemented to return the impacted area back to full service.