

RESOLUTION NO. R17-845

A RESOLUTION TO AUTHORIZE ENGINEERED RESTORATIONS, INC. TO CONDUCT RESORATION WORK AT CITY HALL AND THE MUNICIPAL COURT BUILDING

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City proposes to retain the services of Engineered Restorations, Inc. to provide certain restoration work at City Hall and at the Municipal Court Building; and

WHEREAS, the staff has recommended two contracts in the amount not to exceed \$33,500 for the Municipal Court Building and \$3,800 for City Hall;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Purchase. The retention of the services of Engineered Restorations, Inc. to provide certain restoration work at City Hall and at the Municipal Court Building as presented to the Council on August 14, 2017 is hereby approved by the City Council.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 14th day of August, 2017.

JUDY NEAL, Mayor
Judy Neal

ATTEST:
Vanessa Holiday
VANESSA HOLIDAY, City Clerk
(SEAL)

APPROVED AS TO FORM:

[Signature]
MICHAEL WILLIAMS, City Attorney



Specialty Contractors

ENGINEERED RESTORATIONS, INC.[®]

Waterproofing | Restoration Structural | Architectural

225 Buford Drive Lawrenceville, Georgia 30046
Phone: 770.682.0650 Fax: 770.682.0403

PROPOSAL/CONTRACT

Mr. Decius Aaron
City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA. 30281
P: 770-474-1232 Email: Daaron@cityofstockbridge-ga.gov

Date 7/24/17
Page 1 of 2

We have prepared an estimate for: **Municipal Court Building Stockbridge, GA.**

Scope of work: Below grade waterproofing

Engineered Restorations, Inc. (ERI) proposes to furnish all the necessary labor, material, tools, equipment, supervision, and insurance to perform above work per the following specifications:

All of the above work to be performed in a first class and workman like manner by mechanics fully experienced in their trade, and will be guaranteed for a period of (1) year, in accordance with Engineered Restorations, Inc.'s Standard Warranty

Work item 1: (Curtain Grouting) Approx. 225 Gallons

1. Install grout tubes at 11' depth (Approx. 15 locations)
2. Apply hydrophobic grout at a rate of 1 gal per foot into the soil at 8" adjacent to the below grade CMU wall (Approx. 30' LF x 11' Depth)
3. Remove grout tubes and regrade soils at surface. Apply landscape mulch to affected areas

Engineered Restorations, Inc. price for this work, the sum of: **\$28,300.00 (Twenty Eight Thousand Three Hundred Dollars)**

Work Item 2: (Interior Barrier)

1. Clean CMU interior by mechanical means
2. Apply cement based waterproof slurry to surface in accordance with written manufactures recommendation.
3. Apply cove bead of urethane sealant to wall to slab intersection

Engineered Restorations, Inc. price for this work, the sum of: **\$5,200.00 (Five Thousand Two Hundred Dollars)**

Engineered Restorations, Inc. appreciates this opportunity to prepare this Proposal and looks forward to working with you to a successful completion of the same. Please indicate your acceptance of this Proposal by returning one (1) signed copy for our files.

By accepting this offer, Purchaser agrees to the terms and conditions set forth on the face and reverse side hereof. Any different or additional terms in your acceptance or elsewhere, written or otherwise, are hereby objected to and shall have no legal force or applicability whatsoever.

Accepted Date 08.24.17

ENGINEERED RESTORATIONS INC.

By Judith Deale
Mayor
Acting City Mgr.

By Austin McQueen
Austin McQueen, Project Manager



Specialty Contractors

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Mr. Decius Aaron
City of Stockbridge

Date 7/24/17
Page 2 of 2

Applicable Notes:

- This price is based on Standard Insurance Coverage provided by Engineered Restorations, Inc. Should insurance limits exceed Engineered Restorations, Inc. Standard Policy now in effect, same can be provided at additional cost to owner. Any bonds required for this project can be furnished. The cost of same to be paid by others, and is NOT included in this Proposal. Our bond rate is 1.5%
- Owner agrees to allow at no charge, photos to be taken before, during and after application, to verify conditions and procedures used with product, and for case history reports by Engineered Restorations, Inc.
- This proposal only addresses the scope of work specifically described herein. This proposal does not include any professional Engineering services, inspections, observations, or opinions for this scope of work or for this structure in general.
- Engineered Restorations, Inc. is not responsible for any damages resulting from the grouting operations due to unforeseen conditions. All reasonable care will be taken to insure damage does not occur.
- Utility locate along the grouting location has not been included in this proposal. The City of Stockbridge will be responsible to communicate the presence of any utility in this area.

This Proposal is based on one (1) continuous operation.

TWENTY (20) DAYS ACCEPTANCE.

We trust that this proposal meets your requirements and look forward to discussing this project with you in greater detail. If you have any questions concerning this proposal, please do not hesitate to contact us.

By accepting this offer, Purchaser agrees to the terms and conditions set forth on the face and reverse side hereof. Any different or additional terms in your acceptance or elsewhere, written or otherwise, are hereby objected to and shall have no legal force or applicability whatsoever.

Accepted Date... 08.24.17

By... *Judy Deal*
Mayor &
Acting City Mgr.

ENGINEERED RESTORATIONS INC.

By... *Austin McQueen*
Austin McQueen, Project Manager

GENERAL TERMS & CONDITIONS

- a. **Definitions.** The contract documents ("Contract") consist of the following: 1) this Proposal, and 2) these General Terms and Conditions which are automatically incorporated into the Proposal by reference. The totality of the services and materials to be provided by ERI are defined as the "Work." Only Work that is specifically described in the Proposal will be the responsibility of ERI. The "Client" (either an owner or a contractor) is the party with whom ERI is contracting and who is identified on the first (1st) page of the Proposal. The site on which the Work is to be performed by ERI is defined as the "Project."
- b. **Scope of Work.** ERI's Work to be completed under this Agreement includes ONLY the Work expressly specified in the Proposal. All other work not specifically described is excluded from this Contract. The terms, conditions and provisions of this Proposal shall be, and are, automatically incorporated into any later contract between ERI and the Client executed after the date of this Contract with the same force and effect as though a part thereof, unless and only to the extent that any term, condition or provision hereof is in conflict with any later Contract.
- c. **Performance of Work & Completion Date.** Despite any higher standard stated elsewhere, ERI's Work shall be executed in substantial compliance with the Proposal and any other documents (if any) specified in the Proposal. The Work will be completed in a good and workmanlike manner and free of defects not inherent in the type of Work. Client may reject the Work only for demonstrated noncompliance with the Contract and only if the Architect/Engineer for the Project concurs that the Work is unacceptable. The Work will be completed by ERI in a reasonable time, if no specific completion date is specified in the Proposal.
- d. **Design Services.** Any proposed Work or design services provided by ERI will be reviewed by the Architect/Engineer responsible for the overall Project (not ERI unless ERI's assumes that role in writing) to assure that the design will be acceptable when integrated with the Project. **DISCLAIMER - Although ERI may employ engineers and architects, any Work performed or documents prepared by ERI shall not be considered an "engineer's report" or certification. The Client is encouraged to obtain the services of a licensed engineer or a licensed architect to verify the condition of the Client's Project and the recommendations contained in this Agreement. As a result, ERI disclaims any liability whatsoever that may relate to ERI's analysis of the existing conditions of the Project and ERI's recommendations for repair or remediation of the Project. In addition, ERI may have performed a limited number of tests on the materials of the Client's Project in developing this Contract; however, the Client is advised that additional invasive (and possibly destructive) tests of the materials could be performed and if performed may warrant different recommendations. The Client, after consultation with the Project engineer or architect, should make the determination as to whether or not such additional testing is required.** If ERI does provide engineering services as part of its Work, that fact will be set forth specifically in writing by ERI. If such engineering services are provided, the engineering services are meant to address the adequacy of the specified repair at its discrete location only. ERI's engineering work is not and should not be construed in any way by the Client that ERI has conducted an inspection, analysis, report or recommendation concerning the condition of the Project or structure as a whole or in part.
- e. **Rights as to Owner if no direct contract.** If the Client is not the Owner, ERI shall have, at a minimum and in addition to all other rights contained in this Contract, all those rights and remedies with respect to the Client that the Client has with respect to the Owner.
- f. **Conditions for payment.** Any condition precedent for payment to ERI based upon receipt of payment from any Owner by Client shall extend only for a period of sixty (60) days after the date of ERI's application for payment covering Work performed and materials stored.
- g. **Progress payments, Interest & Attorneys' Fees.** In exchange for the Work to be performed by ERI, Client will pay ERI the Contract Price stated on the Proposal. ERI will submit monthly invoices for all Work performed during each given month. ERI shall be paid monthly progress payments on or before the 10th of each month for the value of Work completed during the prior month plus the amount of materials and equipment stored on or off site. If any monthly invoice is not paid within twenty (20) days of the date of the invoice, interest will accrue as provided below. If Client fails to make payments when due or Client's financial ability to make future payments becomes impaired in ERI's opinion, ERI shall be entitled to damages and an extension of time for performance, and may suspend all Work until payment is made and ERI receives assurances of prompt and timely future payments. The final payment of the Contract Price (including payment of any retainage) for Work completed shall be due thirty (30) days after the Work described in this Contract is substantially completed. ERI's invoices that are not paid when due will accrue interest at the highest rate allowed by law in the jurisdiction where the Work is performed. ERI will be entitled to collect its attorneys' fees actually incurred if it retains an attorney to pursue collection of monies due it.
- h. **Retainage.** Client shall not withhold from ERI as retainage a percentage that is higher than the percentage held by Owner (if any) on ERI's Work. Final payment is due as stated above in paragraph (g).
- i. **Waivers.** Any form or contract language in which ERI purports to release the Client is hereby qualified by the following language, whether or not ERI specifically adds the contract language to any form: "This release shall apply only to Work for which payment has been received in full by ERI. This release shall not apply to retention, to any unbilled changes or to claims which have not yet become known to ERI. This release shall be conditional upon receipt of funds to ERI's account."
- j. **Backcharges.** No backcharge or claim of Client for services shall be valid except by an agreement in writing signed by ERI before the Work is executed. Further, no backcharge shall be valid unless billing is rendered no later than the 15th day of the month following the charge being incurred. Also, any payments withheld under a claim of ERI's default shall be reasonably calculated to cover the anticipated liability and all remaining payment amounts not in dispute shall be promptly paid to ERI.
- k. **Time & Hours of Work.** ERI will perform Work only during its normal working hours unless specified otherwise in the proposal. The Project schedule and any modification shall allow ERI a reasonable time to complete ERI's Work in an efficient manner considering the contract completion date. ERI will be entitled to an equitable adjustment in the price of the Work including but not limited to any increased costs in labor, including overtime or materials, resulting from any change of schedule, acceleration, out of sequence work or delay caused by others. ERI shall not be required to commence or continue Work unless sufficient areas are ready to insure continuous Work. Owner/Contractor shall promptly provide ERI with all schedules of work and with any other information necessary for the proper scheduling of ERI's Work.
- l. **Consequential/Liquidated Damages & Delays & Force Majeure.** ERI will be excused and will not be liable for any damages (direct, incidental or consequential) for any delay or failure in performance. This includes but is not limited to delays due to strikes, fires, accidents, acts of God and delays in performance by ERI's subcontractors, suppliers and carriers not caused solely by or solely within the direct control of ERI.
- m. **Changes in Work.** Client acknowledges that the type of Work to be performed under this Contract may require changes. In addition, the Client may make changes to the Work under this Contract but the parties agree that any such change will not be binding on ERI absent a written change order signed by ERI. Despite anything to the contrary in this Contract or elsewhere, ERI will be entitled to an equitable adjustment in compensation should Client fail to provide a change order under circumstances in which ERI performs additional work.
- n. **Claims.** Any claims by Client against ERI must be presented in writing to ERI within fifteen (15) days after they arise, otherwise ERI will have no responsibility or liability for such claim.
- o. **Title to materials.** Until full payment, ERI retains title to the material and equipment furnished under this Agreement, whether or not it is attached to real property. ERI, however, reserves the right to change this conditional sale to an absolute sale at any time to all or any part of the equipment or materials and to pursue any statutory or other remedies in such cases. When and if requested by ERI, Owner will duly acknowledge this contract and will execute, acknowledge and deliver to ERI any other instruments as may be appropriate to constitute the materials and equipment as security for the price to be paid by Client, or to enable ERI to comply with the applicable filing, recording or other laws in the state where the Work is being performed.
- p. **Indemnity.** The Client will indemnify ERI for any and all claims arising out of a) the discovery and removal of hazardous materials; b) any claim, loss, damage or expense which ERI suffers as a result of claims asserted against Client by third parties (including Client's employees or agents) which arise out of Client's activities at the Project, to the extent caused by the negligent acts or omissions of Client or anyone for whom Client is responsible.

q. **Insurance.** Client agrees that it currently has and will maintain adequate insurance on its Project for the duration of the time that ERI is on the Project. Such insurance will, at a minimum, cover damage to Client's property (including the Project) and liability to persons arising due to the acts or omissions of Client's employees and agents. Client waives any claims it may have against ERI arising out of any losses for which it is insured. ERI agrees that it will maintain worker's compensation coverage as required by the law of the State in which the Work is to be performed and in which the Project is located. If the Client requires ERI to purchase additional insurance coverage or to name the Client as an additional insured under ERI's policies of insurance and the insurer charges an increased premium in either case, Client agrees to pay any such increased premium costs.

r. **Ownership of Drawings.** All drawings prepared by ERI shall remain the property of ERI.

s. **Bonds.** Unless otherwise specified in the Agreement, the cost of the Work does not include the cost of a labor and material payment and performance bond. Any required bonds must be purchased by Client at its expense.

t. **Dispute Resolution.** Any dispute ("Disputes") arising out of or relating to this Agreement shall be governed by the following procedures until finally resolved: (i) within fifteen (15) days of the receipt of any written notice of a claim, the senior executives of each party will negotiate in good faith to settle the claim or controversy; (ii) if the Dispute is not resolved within fifteen (15) days after receipt of notice, the parties will attempt to resolve the dispute through non-binding mediation through the American Arbitration Association ("AAA") or some mutually acceptable third party; (iii) if the Dispute cannot be resolved through the preceding procedures within sixty (60) days of the notice of the Dispute, the parties agree to submit the dispute to binding arbitration through the AAA in the locale where the Work is being performed.

u. **Mold.** All parties acknowledge and agree that the Project currently has moisture infiltration issues and, as a result, it is possible that "Mold" (such term including fungi, organic pathogens, yeasts, mildew, virus, mycotoxins, spores, scents, by-products produced or released by fungi or other airborne contaminants) is already present in or about the Project, including its contents, if any. If there is any determination of the existence of Mold during the course of ERI's Work at the Project or anytime thereafter, it is mutually agreed by all parties to the Contract that the discovery of such Mold is and/or was a pre-existing condition of the Project before ERI's commencement of Work. ERI has been retained to perform defined installation and/or repair Work on the Project and has not guaranteed the removal or eradication of any Mold. ERI shall be held harmless from and against any and all claims, suits or damages resulting in any way whatsoever from the Mold present at the Project before, during and after ERI has completed its Work pursuant to this Contract.

v. **Conditions of the Project.** As provided in this Contract, ERI is not responsible for latent defects in the Project or underlying site conditions. ERI shall not be liable for any loss or damage to, or due to 1) unseen or concealed piping, wires, fixtures, or equipment or material; or 2) the character, conditions, or physical strength of any foundations, walls or other structures, or improvements not erected by ERI or excavation in proximity to such structures.

w. **Termination of Contract.** ERI may terminate this Agreement upon the occurrence of the following: 1) failure of Client to perform any term of this Agreement, including but not limited to the failure to fully and promptly pay ERI as required by this Agreement (time being of the essence of this Agreement); 2) if Client or its contractors acts or omissions interfere with ERI's ability to perform the Work timely and without interruption; 3) ERI determines, in its sole discretion, that Client will not be able to pay ERI for the Work due under this Agreement (this would include but not be limited to the Client being adjudicated bankrupt or insolvent, the appointment of a receiver or trustee in bankruptcy or insolvency or liquidation of the Client's property, the making of an assignment by Client for the benefit of creditors, the docketing of a judgment against the Client's property or any part thereof which shall remain unsatisfied for a period of ten consecutive days or the filing of a material man's or mechanic's lien against the Client's Project or any part thereof which shall remain a lien thereon for a period of ten consecutive days, or the issuance of an execution upon a judgment against Client or Client's Project or institution of proceedings for foreclosure against the Client's Project).

x. **Remedies of ERI.** In the case of any default by Client, ERI may: 1) terminate the Contract and/or demand immediate payment of the Contract price, less a sum equal to ERI's cost of any labor and materials not furnished or ordered if the Work is not complete, 2) enter the Project and remove its equipment and any unused material and sell same at a public or private sale to offset the balance owed, and 3) invoke and pursue such other or additional remedies provided by this Contract or at law. Client shall indemnify ERI for any and all expenses, including attorneys' fees, incurred in pursuing any of the foregoing remedies.

y. **Entire Agreement.** This Contract constitutes the entire agreement between the parties. Client's acceptance of this Contract shall constitute an acceptance by Client of all terms and conditions contained or referred to in this Proposal and the incorporated General Terms and Conditions. This Contract, when accepted by Client, supersedes any and all other prior and/or conflicting terms and conditions between the parties.

z. **Modifications.** No waiver, alteration or modification of the terms and conditions of this Contract shall be binding unless in writing and signed by the duly authorized representative of each party.

aa. **Obligations of Client/Owner.** In addition to any other obligations specified in this Agreement, if ERI is required to perform Work on Client's property, the Client must: 1) notify ERI of any and all site conditions which may affect the Work (ERI is not responsible for latent defects in the Project or underlying site conditions); 2) if ERI encounters latent defects or differing site conditions, negotiate with ERI for an adjustment in compensation for the Work performed and added time to complete the Work; 3) provide sufficient and proper space for handling and storing materials and equipment for the Project and sufficient power, light, water, heat and air circulation (at all levels) for the performance of the Work; 4) provide all cranes and lifts and provide for removal all obstructions to enable ERI to perform the Work; 5) fully and promptly pay ERI under the terms of this Agreement - any failure to do so will be considered a default; 6) provide all shoring and any other protection necessary to preserve from damage all foundations, walls or other structures or improvements or portions thereof which may be disturbed by ERI's performance of its work; 7) on completion of ERI's work, remove all refuse that accumulated; 8) provide excavation of all necessary earth outside of enclosing foundation walls (if any); 9) pay ERI for all costs incurred as a result of encountering water, quicksand, rock, structural failure or other conditions; and 10) bear and pay for any loss of or damage to ERI's or Client's materials, equipment, tools, work or workmen of ERI, its agents or subcontractors except in any instance where such was caused solely by ERI's negligence; 11) be responsible for the removal of all asbestos, lead, Mold, polychlorinated biphenyls ("PCB's") or any other hazardous material (as defined by Federal, State and local law) found on the Project. If ERI encounters any substance it believes to be hazardous, the parties agree to the following: i) ERI will notify Client in writing; ii) ERI will stop Work on the Project; iii) Client will pay for any and all testing and removal required; iv) ERI will only resume Work upon written agreement of the parties; v) Client will indemnify ERI for delays and for any exposure of its workers to hazardous materials.

bb. **Warranty.** For a period of one (1) year from the date of substantial completion of ERI's Work covered by this Agreement or from acceptance of any alleged improper workmanship, whichever is earlier, ERI agrees to repair any improper workmanship performed by ERI subject to the terms of this warranty. This warranty is expressly conditioned on ERI's receiving written notice from Client (which must be mailed to ERI no later than 1 year from the date of substantial completion) of any such improper workmanship and an opportunity to inspect the same prior to it being disturbed or otherwise moved (and ERI will not pay for any inspections or repairs performed by others prior to receipt of its notice and a reasonable opportunity for it to make repairs, if warranted). Instead of repairing such workmanship, all of ERI's obligations under this paragraph can be satisfied at ERI's option by ERI refunding the cost of such improper workmanship it has been previously paid or by issuing a credit memo for such amount if ERI has not been previously paid. ERI's liability and responsibility is limited to such repair, replacement or refund, but under no circumstances shall ERI's responsibility or liability exceed the amount ERI is entitled to receive for performing this Work. ERI is not and shall not be liable or responsible for any loss or damage to persons or property occasioned by or resulting from any faulty materials or improper workmanship. This warranty is not applicable until and unless ERI has been paid for all Work performed. Further, as to materials, ERI warrants that it will use only new materials unless otherwise specified. ERI will deliver to the Client any warranties issued by the manufacturer of any materials, if available. **Client agrees ERI will have no liability under any such warranties and that it will look solely to the manufacturer of any materials for any warranty claims on materials. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

cc. **Notices.** Any notices required pursuant to this Contract must be sent to the other party via certified mail, return receipt requested, to those addresses stated on the front of the Proposal.



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PROPOSAL/CONTRACT

Mr. Decius Aaron
City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA. 30281
P: 770-474-1232 Email: Daaron@cityofstockbridge-ga.gov

Date 7/28/17
Page 1 of 2

We have prepared an estimate for: **City Hall Stockbridge, GA.**

Scope of work: Repair water leak located near the SE corner of the building

Engineered Restorations, Inc. (ERI) proposes to furnish all the necessary labor, material, tools, equipment, supervision, and insurance to perform above work per the following specifications:

All of the above work to be performed in a first class and workman like manner by mechanics fully experienced in their trade, and will be guaranteed for a period of (1) year, in accordance with Engineered Restorations, Inc.'s Standard Warranty

Work item 1: (Waterproofing System Install)

1. Remove existing membrane and hardware
2. Install sheet membrane below grade extending to the brick face
3. Seal termination bar with cove bead

Engineered Restorations, Inc. price for this work, the sum of: **\$3,800.00 Estimate**

Engineered Restorations, Inc. appreciates this opportunity to prepare this Proposal and looks forward to working with you to a successful completion of the same. Please indicate your acceptance of this Proposal by returning one (1) signed copy for our files.

Applicable Notes:

- This price is based on Standard Insurance Coverage provided by Engineered Restorations, Inc. Should insurance limits exceed Engineered Restorations, Inc. Standard Policy now in effect, same can be provided at additional cost to owner. Any bonds required for this project can be furnished. The cost of same to be paid by others, and is NOT included in this Proposal. Our bond rate is 1.5%
- Owner agrees to allow at no charge, photos to be taken before, during and after application, to verify conditions and procedures used with product, and for case history reports by Engineered Restorations, Inc.

By accepting this offer, Purchaser agrees to the terms and conditions set forth on the face and reverse side hereof. Any different or additional terms in your acceptance or elsewhere, written or otherwise, are hereby objected to and shall have no legal force or applicability whatsoever.

Accepted Date 08.24.17

By Judy Neal
Mayor &
Acting City Mgr.

ENGINEERED RESTORATIONS INC.

By Austin McQueen
Austin McQueen, Project Manager

GENERAL TERMS & CONDITIONS

a. **Definitions.** The contract documents ("Contract") consist of the following: 1) this Proposal and 2) these General Terms and Conditions which are automatically incorporated into the Proposal by reference. The totality of the services and materials to be provided by ERI are defined as the "Work." Only Work that is specifically described in the Proposal will be the responsibility of ERI. The "Client" (either an owner or contractor) is the party with whom ERI is contracting and who is identified on the first (1st) page of the Proposal. The site on which the Work is to be performed by ERI is defined as the "Project."

b. **Scope of Work.** ERI's Work to be completed under this Agreement includes ONLY the Work expressly specified in the Proposal. All other work not specifically described is excluded from this Contract. The terms, conditions and provisions of this Proposal shall be, and are, automatically incorporated into any later contract between ERI and the Client executed after the date of this Contract with the same force and effect as though a part thereof, unless and only to the extent that any term, condition or provision hereof is in conflict with any later Contract.

c. **Performance of Work & Completion Date.** Despite any higher standard stated elsewhere, ERI's Work shall be executed in a substantial compliance with the Proposal and any other documents (if any) specified in the Proposal. The Work will be completed in a good and workmanlike manner and free of defects not inherent in the type of Work. Client may reject the Work only for demonstrated non-compliance with the Contract and only if the Architect/Engineer for the Project concurs that the Work is unacceptable. The Work will be completed by ERI in a reasonable time, if no specific completion date is specified in the Proposal.

d. **Design Services.** Any proposed Work or design services provided by ERI will be reviewed by the Architect/Engineer responsible for the overall Project (not ERI) unless ERI assumes that role in writing) to assure that the design will be acceptable when integrated with the Project. **DISCLAIMER -** Although ERI may employ engineers and architects, any Work performed or documents prepared by ERI shall not be considered an "engineer's report" or certification. The Client is encouraged to obtain the services of a licensed engineer or a licensed architect to verify the condition of the Client's Project and the recommendations contained in this Agreement. As a result, ERI disclaims any liability whatsoever that may relate to ERI's analysis of the existing conditions of the Project and ERI's recommendations for repair or remediation of the Project. In addition, ERI may have performed a limited number of tests on the materials of the Client's Project in developing this Contract; however, the Client is advised that additional invasive (and possibly destructive) tests or the materials could be performed and if performed may warrant different recommendations. The Client, after consultation with the Project engineer or architect, should make the determination as to whether or not such additional testing is required. If ERI does provide engineering services as part of its Work, that fact shall be set forth specifically in writing by ERI. If such engineering services are provided, the engineering services are meant to address the adequacy of the specified repair at its discrete location only. ERI's engineering work is not and should not be construed in any way by the Client that ERI has conducted an inspection, analysis, report or recommendation concerning the condition of the Project or structure as a whole or in part.

e. **Rights as to Owner's Intellectual Property.** If the Client is not the Owner, ERI shall have, as a minimum and in addition to all other rights contained in this Contract, all those rights and remedies with respect to the Client that the Client has with respect to the Owner.

f. **Conditions for Payment.** Any condition precedent for payment to ERI based upon receipt of payment from any Owner by Client shall extend only for a period of sixty (60) days after the date of ERI's application for payment covering Work performed and materials stored.

g. **Progress Payments, Interest & Attorneys' Fees.** In exchange for the Work to be performed by ERI, Client will pay ERI the Contract Price stated on the Proposal. ERI will submit monthly invoices for all Work performed during each given month. ERI shall be paid monthly progress payments on or before the 10th of each month for the value of Work completed during the prior month plus the amount of materials and equipment stored on or off site. If any monthly invoice is not paid within twenty (20) days of the date of the invoice, interest will accrue as provided below. If Client fails to make payments when due or Client's financial ability to make future payments becomes impaired in ERI's opinion, ERI shall be entitled to damages and an extension of time for performance, and may suspend all Work until payment is made and ERI receives assurances of prompt and timely future payments. The final payment of the Contract Price (including payment of any retainage) for Work completed shall be due thirty (30) days after the Work described in this Contract is substantially completed. ERI's invoices that are not paid when due will accrue interest at the highest rate allowed by law in the jurisdiction where the Work is performed. ERI will be entitled to collect its attorney's fees actually incurred if it retains an attorney to pursue collection of monies due to it. **Retainage.** Client shall not withhold from ERI as retainage a percentage that is higher than the percentage held by Owner (if any) on ERI's Work. Final payment is due as stated above in paragraph (g).

i. **Waivers.** Any form or contract language in which ERI purports to release the Client is hereby qualified by the following language, whether receipt of funds to ERI's account. "The releases shall apply to any form: 'The releases shall apply only to Work for which payment has been received in full by ERI. This not ERI specifically adds the contract language to any form: 'The releases shall apply to claims which have not yet become known to ERI. This release shall be conditional upon receipt of funds to ERI's account'".

j. **Backcharges.** No backcharge or claim of Client for services shall be valid except by an agreement in writing signed by ERI before the Work is executed. Further, no backcharge shall be valid unless billing is rendered no later than the 15th day of the month following the charge being incurred. Also, any payments withheld under claim of ERI's default shall be reasonably calculated to cover the anticipated liability and all remaining payment amounts not in dispute shall be promptly paid to ERI.

k. **Time & Hours of Work.** ERI will perform Work only during its normal working hours unless specified otherwise in the proposal. The Project schedule and any modification shall allow ERI a reasonable time to complete ERI's Work in an efficient manner considering the contract completion date. ERI will be entitled to an equitable adjustment in the price of the Work including but not limited to any increased costs in labor, including overtime or materials, resulting from any change of schedule, acceleration, out of sequence work or delay caused by others. ERI shall not be required to commence or continue Work unless sufficient areas are ready to insure continuous Work. Owner/Contractor shall promptly provide ERI with all schedules of work and with any other information necessary for the proper scheduling of ERI's Work.

l. **Consequential/Delayed Damages & Delays & Force Majeure.** ERI will be excused and will not be liable for any damages (direct, incidental or consequential) for any delay or failure in performance. This includes but is not limited to delays due to strikes, fires, accidents, acts of God and delays in performance by ERI's subcontractors, suppliers and carriers not caused solely by or solely within the direct control of ERI.

m. **Changes in Work.** Client acknowledges that the type of Work to be performed under this Contract may require changes. In addition, the Client may make changes to the Work under this Contract but the parties agree that any such change will not be binding on ERI absent a written change order signed by ERI. Despite anything to the contrary in this Contract or elsewhere, ERI will be entitled to an equitable adjustment in compensation should Client fail to provide a change order under circumstances in which ERI performs additional work.

n. **Claims.** Any claims by Client against ERI must be presented in writing to ERI within fifteen (15) days after they arise, otherwise ERI will have no responsibility or liability for such claim.

o. **Title to materials.** Until full payment, ERI retains title to the material and equipment furnished under this Agreement, whether or not it is attached to real property. ERI, however, reserves the right to change this conditional sale to an absolute sale at any time to all or any part of the equipment or materials and to pursue any statutory or other remedies in such cases. When and if requested by ERI, Owner will duly acknowledge this contract and will execute, acknowledge and deliver to ERI any other instruments as may be appropriate to constitute the materials and equipment as security for the price to be paid by Client, or to enable ERI to comply with the applicable filing, recording or other laws in the state where the Work is being performed.

p. **Indemnity.** The Client will indemnify ERI for any and all claims arising out of a) the discovery and removal of hazardous materials; b) any claim, damage or expense which ERI suffers as a result of claims asserted against Client by third parties (including Client's employees or agents) which arise out of Client's activities at the Project; to the extent caused by the negligent acts or omissions of Client or anyone for whom Client is responsible.



Specialty Contractors

ENGINEERED RESTORATIONS, INC.®

Waterproofing | Restoration Structural | Architectural

225 Buford Drive Lawrenceville, Georgia 30046
Phone: 770.682.0650 Fax: 770.682.0403

PROPOSAL/CONTRACT

Mr. Decius Aaron
City of Stockbridge

Date 7/28/17
Page 2 of 2

- This proposal only addresses the scope of work specifically described herein. This proposal does not include any professional Engineering services, inspections, observations, or opinions for this scope of work or for this structure in general.
- The proposed estimate is based on an unknown condition. Once the repair area has been opened for inspection an exact repair method will be proposed.

This Proposal is based on one (1) continuous operation.

TWENTY (20) DAYS ACCEPTANCE.

We trust that this proposal meets your requirements and look forward to discussing this project with you in greater detail. If you have any questions concerning this proposal, please do not hesitate to contact us.

By accepting this offer, Purchaser agrees to the terms and conditions set forth on the face and reverse side hereof. Any different or additional terms in your acceptance or elsewhere, written or otherwise, are hereby objected to and shall have no legal force or applicability whatsoever.

Accepted Date.....08.24.17.....

By.....*Quincy Seal, Mayor*
& Acting City Mgr......

ENGINEERED RESTORATIONS INC.

By.....*Austin McQueen*.....
Austin McQueen, Project Manager

8. **INSURANCE.** Client agrees that it currently has and will maintain adequate insurance on its Project for the duration of the time that ERI is on the Project. Such insurance will, at a minimum, cover damage to Client's property (including the Project) and liability to persons arising due to the acts or omissions of Client's employees and agents. Client waives any claims it may have against ERI arising out of any losses for which it is insured. ERI agrees that it will maintain worker's compensation coverage as required by the law of the State in which the Work is to be performed and in which the Project is located. If the Client requires ERI to purchase additional insurance coverage or to name the Client as an additional insured under ERI's policies of insurance and the insurer charges an increased premium in either case, Client agrees to pay any such increased premium costs.

9. **Ownership of Drawings.** All drawings prepared by ERI shall remain the property of ERI. ERI shall be held harmless from and against any and all claims, suits or damages resulting in any way whatsoever from the Mold present at the Project before, during and after ERI has completed its Work pursuant to this Contract. ERI shall be held harmless from and against any and all claims, suits or damages resulting in any way whatsoever from the Mold present at the Project before, during and after ERI has completed its Work pursuant to this Contract.

10. **Conditions of the Project.** As provided in this Contract, ERI is not responsible for latent defects in the Project or underlying site conditions. ERI shall not be liable for any loss or damage to, or due to (1) unseen or concealed piping, wires, fixtures, or equipment or material; or (2) the character, condition, or physical strength of any foundations, walls or other structures, or improvements not erected by ERI or excavation in proximity to such structures.

11. **Termination of Contract.** ERI may terminate this Agreement upon the occurrence of the following: (1) failure of Client to perform any term of this Agreement, including but not limited to the failure to fully and promptly pay ERI as required by this Agreement (time being of the essence of this Agreement); (2) if Client or its contractors acts or omissions interfere with ERI's ability to perform the Work due under this Agreement (this would include but not be limited to the determination, in its sole discretion, that Client will not be able to pay ERI for the Work due under this Agreement (this would include but not be limited to the making of an assignment for the benefit of creditors, the docking of or insolvency or liquidation of the Client's property, the Client being adjudicated bankrupt or insolvent, the appointment of a receiver or trustee in bankruptcy or insolvency or liquidation of the Client's property, remain unsatisfied for a period of ten consecutive days or the filing of a judgment against the Client's Project or any part thereof which shall remain a lien thereon for a period of ten consecutive days, or the issuance of an execution upon a judgment against Client or Client's Project or institution of proceedings for foreclosure against the Client's Project);

12. **Remedies of ERI.** In the case of any default by Client, ERI may: (1) terminate the Contract and/or demand immediate payment of the Contract price, less a sum equal to ERI's costs of any labor and materials not furnished or ordered if the Work is not complete; (2) enter the Project and remove its equipment and any unused material and sell same at a public or private sale to offset the balance owed; and (3) invoke and pursue such other or additional remedies provided by this Contract or at law. Client shall indemnify ERI for any and all expenses, including attorneys' fees, incurred in pursuing any of the foregoing remedies.

13. **Entire Agreement.** This Contract constitutes the entire agreement between the parties. Client's acceptance of this Contract shall constitute an acceptance by Client of all terms and conditions contained or referred to in this Proposal and the incorporated General Terms and Conditions. This Contract when accepted by Client, supersedes any and all other prior and/or conflicting terms and conditions between the parties.

14. **Modifications.** No waiver, alteration or modification of the terms and conditions of this Contract shall be binding unless in writing and signed by the duly authorized representative of each party.

15. **Obligations of Client/Owner.** In addition to any other obligations specified in this Agreement, if ERI is required to perform Work on Client's property, the Client must: (1) notify ERI of any and all site conditions which may affect the Work (ERI is not responsible for latent defects in the Project or underlying site conditions); (2) if ERI encounters latent defects or differing site conditions, negotiate with ERI for an adjustment in compensation for the Work performed and added time to complete the Work; (3) provide sufficient and proper space for handling and storing materials and equipment for the Project and sufficient power, light, water, heat and air circulation (at all levels) for the performance of the Work; (4) provide all cranes and lifts and provide for removal all obstructions to enable ERI to perform the Work; (5) fully and promptly pay ERI under the terms of this Agreement - any failure to do so will be considered a default; (6) provide all shoring and any other protection necessary to preserve ERI's performance of its work; (7) on completion of ERI's work, remove all refuse that accretes and provide necessary earth outside of enclosing foundation walls (if any); (8) pay ERI for all costs incurred as a result of encountering water, quicksand, rock, structural failure or other conditions; and (9) bear and pay for any loss of or damage to ERI's or Client's equipment, tools, work or workmen of ERI, its agents or subcontractors except in any instance where such loss was caused solely by ERI's negligence; (10) be responsible for the removal of all asbestos, lead, Mold, polychlorinated biphenyls (PCBs), or any other hazardous material (as defined by Federal, State and local law) found on the Project. If ERI encounters any substance it believes to be hazardous, the parties agree to the following: (i) ERI will notify Client in writing; (ii) ERI will stop Work on the Project; (iii) Client will pay for any and all testing and removal required; (iv) ERI will only resume Work upon written agreement of the parties; (v) Client will indemnify ERI for delays and for any exposure of its workers to hazardous materials.

16. **Warranty.** For a period of one (1) year from the date of substantial completion of ERI's Work covered by this Agreement or from acceptance of any alleged improper workmanship, whichever is earlier, ERI agrees to repair any improper workmanship performed by ERI subject to the terms of this warranty. This warranty is expressly conditioned on ERI's receiving written notice from Client (which must be mailed to ERI no later than 1 year from the date of substantial completion) of any such improper workmanship and an opportunity to inspect the same prior to it being disturbed or other repairs, if warranted. ERI will not pay for any inspections or repairs performed by others prior to receipt of its notice and a reasonable opportunity for it to make repairs, if such improper workmanship it has been previously paid or by issuing a credit memo for such amount; ERI has not been previously paid. ERI's liability and responsibility is limited to such repair, replacement or refund, but under no circumstances shall ERI's responsibility or liability exceed the amount ERI is entitled to receive for performing this Work. ERI is not and shall not be liable or responsible for any loss or damage to persons or property occasioned by or resulting from any faulty materials or improper workmanship. This warranty is not applicable until and unless ERI has been paid for all Work performed. Further, as to materials, ERI warrants that it will use only new materials unless otherwise specified. ERI will deliver to the Client any warranties issued by the manufacturer of any materials, if available. Client agrees ERI will have no liability under any such warranties and that it will look solely to the manufacturer of any materials for any warranty claims on materials. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

17. **Notices.** Any notices required pursuant to this Contract must be sent to the other party via certified mail, return receipt requested, to those addresses stated on the front of the Proposal.

18. **cc.**

19. **WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY.** THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY. Client agrees ERI will have no liability under any such warranties and that it will look solely to the manufacturer of any materials for any warranty claims on materials. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.



AP Fill 700

Water activated semi-rigid polyurethane foam injection resin.

Description Single component, water activated, hydrophobic, low viscosity, closed cell polyurethane injection resin.

Applications

- Cutting off high flow leaks.
- Filling voids behind concrete structures.
- Cutting off underground water flows.
- Consolidating loose soil.
- Seawall repair.

Advantages

- Very low viscosity.
- Water impermeable.
- Adjustable set time – as fast as 20 seconds.
- Injected as a single component.
- Phthalate free (more environmentally friendly).
- Certified to NSF 61-5 (Approved for contact with drinking water).



Certified to NSF 61-5
Approved for Contact
with Drinking Water

Packaging 5 Gallon Pails, 50 Gallon Drums, 250 Gallon Totes

Physical Properties 77° F (25° C) - Liquid
Viscosity 110-130 Centipoise.

Physical Properties - Cured

Tensile Strength	(ASTM D-1623)	43 p.s.i.
Tensile Elongation	(ASTM D-1623)	2.9%
Shrinkage	(ASTM D-1042/D-756)	None
Compressive Strength (with fine sand)	(ASTM C-39)	2,050 p.s.i.

Expansion

Up to 30x expansion (free foam)

Properties will vary depending on application conditions.

Reaction Times

AP Cat 106 (Not recommended to use below 2%)

Quantity by Volume	2%	5%	10%
Initial Reaction	25 sec	15 sec	8 sec
Full Rise	1 min 50 sec	1 min 27 sec	30 sec

AP Cat 107 (Not recommended to use below 5%)

Quantity by Volume	5%	7.5%	10%
Initial Reaction	5 sec	5 sec	5 sec
Full Rise	30 sec	22 sec	16 sec

Material Prep Condition overnight to 70° - 80° F (21° - 26° C). If using less than full pail, pre-mix material prior to adding AP Cat 106.

Mixing AP Fill 700 requires catalyst (AP Cat 106 or AP Cat 107). Mix only the amount of material to be used within a few hours. Use a low speed drill with a mixing paddle. Pour in AP Cat while mixing. Be careful not to whip too much air into the mixture. Wear safety glasses or goggles whenever handling or mixing chemicals. AP Cat can cause burns to skin or eyes with direct contact. Keep container covered to prevent water entry.

FILLVOIDS SEALLEAKS

Equipment	Single component airless sprayer recommended.
Accessories	AP Cat 106 (Regular Speed), AP Cat 107 (Fast Speed), AP Flush 121
Personal Protection	Safety goggles, face shield, impermeable gloves, long sleeves and pants. Use in well ventilated areas. Open doors and windows. In confined areas use mechanical ventilation to keep vapor concentrations low. Prevent direct contact with skin and eyes. See MSDS.
Clean Up	Flush injection equipment with AP Flush 121 when necessary. Remove cured material from metal components by soaking in AP Soak 130. Clean off of skin with soap and water.
Environmental Protection	Cured material is chemically inert and safe to dispose of in landfill. Cleanup any spilled liquid resin and place in a suitable sealed container. Dispose of in accordance to applicable environmental regulations.
First Aid	Eye Contact: Immediately flush with large amounts of water. Seek medical attention. Inhalation: Move to fresh air if symptoms occur. If breathing is difficult, seek medical attention. Ingestion: Seek medical attention immediately. Skin Contact: Wipe off contaminated area and wash with soap and water.
Limitations	Low temperatures will increase viscosity making product more difficult to pump. Low temperatures or cold water will slow down the reaction time. pH of reaction water should be between 3 and 10 for optimum foam. Keep lid tightly closed. Requires catalyst.
Storage	Store between 50° - 80° F (10° - 26° C).
Handling	Keep lids on tightly to prevent moisture from entering containers. Avoid direct contact with product. Be careful when opening as pressure may build up inside containers.
Limited Warranty	Alchemy Polymers warrants this product to be free from manufacturer's defects and to meet all published properties on current Technical Data Sheet for a period of one year if used according to published instructions and within the shelf life. The user is responsible for determining suitability for intended use and assumes all risk. No other warranties expressed or implied shall apply including any warranty of merchantability or fitness for a particular purpose. Purchaser's sole remedy is limited to the purchase price or product replacement exclusive of cost of labor or other materials.
Latest Information	Before each use read latest Technical Data Sheets, Material Safety Data Sheets, and instructions available at www.alchemypolymers.com . Nothing contained in any Alchemy Polymers materials or verbal instruction relieves the user of the obligation to read and follow all usage instructions and warnings for each product contained in the latest Technical Data Sheets and Material Safety Data Sheets. All information given by Alchemy Polymers about Alchemy Polymers products and procedures is given in good faith based on our current experience level and knowledge when materials are properly stored, handled, and applied. Jobsite conditions always vary, and for this reason Alchemy Polymers assumes no liability for the provision of such information or instructions. Neither shall any legal relationship be created by the provision of such information.

FOR INDUSTRIAL USE ONLY. KEEP OUT OF REACH OF CHILDREN. NOT FOR INTERNAL CONSUMPTION. READ MATERIAL SAFETY DATA SHEET PRIOR TO EVERY USE.

FILLVOIDS SEALLEAKS





Cementitious Waterproofing & Protective Coating

- ☑ 1-Component
- ☑ Stand-alone coating or in combination with AQUAFIN-2K/M
- ☑ For Concrete, Brick & Masonry
- ☑ Polymer modified
- ☑ Meets NSF/ANSI Standard 61 
- ☑ Gray or White Color standard
- ☑ Provides a smooth cementitious finish
- ☑ Contributes to LEED (EQ 4.2)

Product Description

AQUAFIN®-1K (in short "1K") is a cementitious powder, which is mixed with water to form a dense, waterproof, rigid surface barrier. It consists of Portland cement, well graded quartz sand and polymer enhanced special chemical ingredients.

"1K" does not contain any ingredients which could negatively affect reinforcement or concrete. After mixing with water it cures to a hard membrane. In zones posed to cracking or movement AQUAFIN®-2K/M is recommended.

LEED Points:

- ◆ MR Credit 5.1, Regional Materials:..... up to 2 Points
- ◆ IEQ Credit 4.2, Low-Emitting Materials, Paints and Coatings:.....1 Point.

Typical Applications

- Horizontal or vertical applications to concrete, masonry, brick and parging (render) by brushing, troweling or compressed-air spraying (do not use roller). Note: always apply in two coats.
- Waterproof coating of new or old structures, above or below grade, positive or negative water pressure side.
- Base coat for AQUAFIN-2K/M in negative side applications.
- Sealing static hairline cracks in concrete structures not subject to movement.
- "Bug hole" filler and scratch coat for "sacking" of concrete surfaces.
- Top coat over MORTAR-LN or MORTAR-40 on brick and stone (rubble) walls.

Especially suited for waterproofing of

- Masonry + brick substrates
- Basements
- Potable + open wastewater tanks
- Fish ponds
- Swimming pools
- Elevator pits
- Foundations
- Retaining walls.

Advantages

- Potable water certified as per NSF/ANSI 61
- Resists strong hydrostatic pressure
- Applied to the positive or negative water pressure side of a structure
- Improves watertightness of water tanks

Physical & Technical Data

Aggregate State: Powder	Bulk Density: 88 lb/ft ³ (1.4 kg/L) dry; 116 lb/ft ³ (1.85 kg/L) wet mix
Color: Gray or White	Setting Time: approx. 2 to 4 hours at 68° F (20°C)

TEST	RESULTS	METHOD
Compressive Strength: Gray White	3300 psi (22.7 MPa) at 28d 3000 psi (20.7 MPa) at 28d	(ASTM C-109)
Flexural Strength: Gray White	330 psi (2.3 MPa) at 28d 300 psi (2.1 MPa) at 28d	EN 196/1 (ASTM C-348 modif.)
Bond/Adhesion:	> 220 psi (> 1.5 MPa)	(ASTM C-321)
Shrinkage:	0.014% at 28 days	(ASTM C-596)
Shore 'D' Hardness:	D/66/1	(ASTM D-2240 : 05)
Vapor Permeability: U.S. perms	8 (untreated control = 10)	(ASTM E-96)
Potable water certification:	approval (see www.wqa.org)	NSF/ANSI Standard 61 by WQA
Microbiological growth:	not supported	DVGW-W270 Germany
VOC content:	0% (0 g/L)	
Permeability: positive & negative side water head	No water ingress with: 50 ft (15 m) (1.5 bar) hydrostatic pressure.	DIN 1048 sample 80 mils (2.0 mm) thick

All data are averages of several tests under laboratory conditions. In practice, climatic variations such as temperature, humidity and porosity of substrate may affect these values.

- Easy to use - needs only to be mixed with water prior to application
- Not a vapor barrier - lets concrete "breathe"
- Excellent freeze/thaw resistance
- Withstands foot traffic
- Applied to moist concrete/substrate
- Non flammable - no odor - non toxic.

Preparation of Substrate

The substrate to be sealed must be firm and relatively even, and its surface fine-pored to provide mechanical bond (surface adhesion), free from voids, gaping cracks, or ridges. Active water leakages must be stopped before application of "1K" using PLUG-IC.

1. Remove all cement laitance, curing agents, surface coatings, loose particles, bitumen, oil, grease, etc. by suitable mechanical means, i.e. waterblasting, wet or dry sandblasting. Pay particular attention to sufficiently roughen slab substrates. Steel troweled or any smooth surfaces must be mechanically roughened prior to application to provide mechanical bond. All substrates must have minimum ICRI CSP 3 to 5 profile.
2. Repair static cracks, honeycombs, unsound concrete and weak mortar joints using structural repair MORTAR-40 or waterproofing repair and lining MORTAR-LN.

3. Alternatively seal static cracks and joints using AQUAFIN JOINT SEALING TAPE-2000 and for dynamic cracks and joints TAPE-2000-S, embedded in AQUAFIN-2K/M. Use on positive water side only.
4. Stop and seal active water leakage with PLUG-IC fast setting water stop and patching compound.
5. Pre-patch and level uneven substrates, such as brick, natural stone, etc. using MORTAR-LN or MORTAR-40.
6. Form covers 1.5" x 1.5" (38 x 38 mm) at floor - wall joints using MORTAR-LN.
7. Pre-water the substrate extremely well with clean water. Pay particular attention to substrates with excessive absorption such as CMU-block walls and any substrate during hot climatic conditions.

Mixing

Approximate mixing ratio (by volume) is:

- ◆ 5 parts powder to 2 parts water ◆

or:

- 50 lb powder to 1.6 - 1.7 gal water
(22.7 kg to 6.0 - 6.4 L)

(Spray application up to 2.0 gal (7.6 L).)

Add the "1K" powder to water and mix for at least 3 minutes with a mechanical mixer to a creamy slurry consistency for brush or broom and to a pumpable consistency for spray applications.

Consumption & Yield of 50 lb (22.7 kg) bag

Water sealing condition	Total Coating thickness (wet film)		Application rate (dry powder) lb/y ² (kg/m ²)	Appx. Yield per bag ft ² (m ²)
	inch	mils (mm)		
Dampproofing (applied in 2 coats)	1/16"	60 (1.6)	4.6 (2.5)	98 (9.1)
Waterproofing (applied in 2 coats)	1/10"	100 (2.5)	7.4 (4.0)	60 (5.6)

All above values theoretical. Variations may apply due to substrate conditions. Thickness per application or lift, up to 50 mils (1.25 mm).



Prepare only as much material as can be applied in 60 minutes for gray and 45 minutes for white slurry. Stir the "1K" slurry frequently to maintain workability. Do not add more water. (If workability cannot be restored by stirring, discard.)

Application

1. Do not apply "1K" at temperatures below 40°F (5°C) or to a frozen substrate.
2. Protect application from direct sun and wind to prevent premature surface drying and shrinkage cracks. Apply material in 2 (two) coats minimum.
3. Pre-treat (level) uneven substrates and sharp edges such as brick, natural stone, etc. with MORTAR-40 or MORTAR-LN, to prevent minor thickness spots in the "1K", which can lead to leakage.
4. Protect and seal alkali sensitive metal substrates such as copper, aluminum, galvanized or zinc treated metal first with a primer (i.e. KRYLON Primer, or equal) prior to applying (over-coating) "1K".
5. "1K" must be applied onto a damp, but not wet, substrate (SSD). Free surface water can inhibit bonding and weaken the coating.
6. "1K" may be applied with a masonry brush, broom or appropriate compressed-air spray equipment such as hopper gun, peristaltic pump (i.e. Quikspray carousel pump, Inomat-M8), or rotor-stator pump. Application by roller is not recommended.
7. Quantities are dependent on the amount of protection desired. Apply in two or multiple coats at the rate determined on the Consumption Chart.
8. Application thickness per coat maximum 20 - 50 mils (0.5 - 1.25 mm) in areas exposed to the elements. Contact Aquafin for possible single coat applications up to 1/8" (3 mm) thickness in tunnels, or other controlled environments.
9. Apply the second coat as soon as the first coat has set, but still "green". (Normally 4 - 6 hrs. indoors at 68°F (20°C) @ 60% rH.) If this is not possible then the first layer must be roughened and dampened prior to applying the second coat.

10. "1K" can be left as a brushed finish, or it can be troweled up by a skilled plasterer to a relatively smooth cementitious finish.

11. Protect the fresh application from rain, wind, frost, and direct sun light.

EXPOSURE*) OF APPLICATION TO:

- ◆ rain, vertical surfaces, after approx. 4 hrs
- ◆ rain, horizontal surfaces, minimum 8 hrs
- ◆ foot traffic after approx. 1 day
- ◆ hydrostatic pressure after approx. 7 days
- ◆ back filling after approx. 3 days
- ◆ top coating with AQUAFIN-2K/M after 24 hrs. minimum.

*) at 68° F (20° C) and 60% humidity.

Curing:

- Protect "1K" from frost, wind, direct sun, rain, etc. which can leave "1K" as a weak, powdery substance.
- Keep moist for at least 3 days in hot and/or dry environments and 7 days for in contact with potable water.
- Self curing in cool areas.
- Provide air circulation for 24 hrs. following the "1K" treatment in poorly ventilated areas and deep pits, swimming pools, etc. Stagnant air will prolong the setting time and/or proper hardening.
- Use de-humidifiers in indoor areas where condensation exists or appears until "1K" has properly set.
- During winter time, do not use un-controlled direct air blowing gas or oil heaters to keep air warm.

Clean-up:

Clean tools and equipment with water immediately after use. Cured material can only be removed mechanically.

Decoration & Tiling:

"1K" is waterproof and highly vapor permeable (lets the concrete "breathe"). The surface should be cleaned with a stiff, dry brush prior to painting or coating.

- ◆ Vapor permeable, alkali resistant paints can be applied after 3 days provided that the AQUAFIN treatment is dry.
- ◆ Tile mortars can be applied after 3 days.

Limitations:

Do not use "1K" in areas exposed to "soft" water.

Maintenance:

Mechanically damaged "1K" can be easily repaired by roughening the affected substrate with a wire brush or equal, and after cleaning the substrate by reapplying a new coat "1K".

Packaging:

"1K" (gray or white) is supplied in 50 lbs. (22.7 kg) bags or plastic pails.

Storage & Shelf Life:

"1K" must be stored in a dry enclosed area off the ground. Shelf life in unopened, undamaged bags is 12 months.

Note:

Installer is responsible for proper product application. Site visits by Aquafin personnel or representatives are solely for the purpose of making technical recommendations, not for providing supervision or quality control.

Safety:

Refer to MSDS. This product contains Portland cement and sand (crystalline silica) and is highly alkaline (irritant) in contact with water. Avoid breathing dust. May cause delayed lung injury (silicosis). Use rubber gloves and goggles during mixing and application. Protect skin and eyes. After contact with skin, wash with plenty of water. In case of eye contact, rinse immediately with plenty of cool water and seek medical advice.

KEEP OUT OF REACH OF CHILDREN.

Proposition 65:

This product contains material listed by the state of California as known to cause cancer, birth defects, or other reproductive harm.

For professional use only. Not for sale to or use by the general public.

LIMITED WARRANTY: AQUAFIN, INC. warrants this product for a period of one year from the date of installation to be manufactured free of defects and to be consistent with its technical properties as stated in our current Technical Data Sheet. This product must be used as directed and within its stated shelf life. AQUAFIN INC. will replace or at our discretion refund the purchase price of any product, excluding cost of labor, which is proven to be defective. Our product recommendations are based on industry standards and testing procedures. It is the buyer's obligation to test the suitability of the product for an intended use prior to using it. We assume no warranties written, expressed or implied as to any specific methods of application or use of the product. AQUAFIN INC. MAKES NO WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED. AQUAFIN, INC. shall not be liable for damages of any sort including remote or consequential damages, down time, or delay.

(AQ up-date 07/09/14)

