

SECTION #3
EMERGENCY PURCHASES

Vendor: <u>Fibrwrap Construction SE LLC</u>	Vendor: _____
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Contract Value: \$2,156,000.00

Did Local Preference affect the outcome of the Award?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO, if "YES", provide detailed explanation in the "Comments" section
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UAP Included: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<ul style="list-style-type: none"> • Will CITT Funds be used? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO • Will Federal Funds be used? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO • If UAP is not included, Attach written approval to waive UAP and provide an explanation in the "Comments" section
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<p>► Dissemination Comments:</p>	<p>WASD's Water Transmission and Distribution Division responded to an emergency call out on March 2, 2010 at 2:15 a.m. regarding a 54-inch water main transmission line that supplies water to the north end of Miami-Dade County. Emergency repair crews discovered that the 54-inch pre-stressed concrete cylinder pipe (PCCP) had ruptured at the intersection of West 4 Avenue (Red Road) and West 40 Place in Hialeah. The rupture had generated a surging torrent of water that eroded the canal banks to the west, flooding homes and cars to the east of the rupture, and rendering the paved intersection unsuitable for mobile or foot traffic.</p> <p>Because the rupture to the 54-inch water main was unexpected, WASD contacted a known global leader in water and wastewater pipeline condition assessment, the Pressure Pipe Inspection Company, to analyze and assess the 12 continuous miles of the pipe running northward along N.W. 57 Avenue in Hialeah and eastward along N.W. 199 Street. The Pressure Pipe Inspection Company's report revealed that 37 lengths of 48-inch and 36 lengths of 54-inch water main have areas of degradation and are considered at high risk or very high risk of catastrophic rupture and require immediate attention to avert another potential rupture and interruption to the water distribution system.</p> <p>Upon receipt of the report from the Pressure Pipe Inspection Company, WASD instructed staff to take all necessary and immediate emergency actions to mitigate the risk of another catastrophic rupture. WASD Engineering analyzed existing marketplace technology trends and identified two known methods of dealing with this type of situation (the Fibrwrap process and liner process by Insituform). WASD engineering selected the Fibrwrap process because - 1) it was almost \$1 million cheaper in estimated costs, and 2) it was non-invasive and would cause significantly less disruption of traffic and eliminate the requirement of road restoration and repair.</p> <p>The immediate rehabilitation of this water main was delayed due to the necessity of having to order and install two (2) 54-inch valves along the affected water main. These valves were necessary to allow sections of the water main to be isolated for repair without curtailing service integrity and pressure to residents who are directly served by this water main.</p> <p>Fibrwrap Construction is recognized worldwide for developing innovative techniques to strengthen and repair large diameter pipelines.</p>
Background/Need to Know:	A report from the Pressure Pipe Inspection Company revealed significant areas of prestressing degradation that required immediate action to avert other potential ruptures and threats to the integrity of the Countywide water distribution service infrastructure.
Potential Issues:	Failure to take immediate action to the affected 54-inch and 48-inch water distribution pipeline would almost assure another catastrophic rupture and potential failure of the entire water distribution system.

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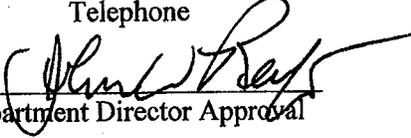
► **Signature(s):**

Gregory Hicks, CPPB
Contact Person



6/17/11
Date

(786) 552-8049
Telephone


Department Director Approval

6-21-11
Date

Department of Procurement Management Use Only

Signatures(s):

_____ Procurement Agent	_____ Date
_____ Procurement Supervisor	_____ Date
_____ Procurement Manager	_____ Date
_____ Division Director	_____ Date
_____ Vendor Assistance Section	_____ Date



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 2 day of May in the year 2011
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Miami-Dade Water and Sewer Department
6800 SW 87th Avenue
Miami, FL 33173

and the Contractor:
(Name, legal status, address and other information)

Fibrwrap Construction SE, LLC.
P.O. Box 8656
Atlanta, GA 31106
Telephone Number: 404.371.4033
Fax Number: 404.371.4032

for the following Project:
(Name, location and detailed description)

Miami-Dade County 48" & 54" PCCP Repair
Miami, FL
Supply and install the Fyfe Co., LLC Tyfo SCH Fibrwrap system to strengthen thirty-seven (37) "Priority 1" pipes of existing 48" (1) and 54" (36) diameter pre-stressed cylinder pipe sections.

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Int.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

May 16, 2011

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Init.

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million One Hundred Fifty-six Thousand Dollars and Zero Cents (\$ 2,156,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
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ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

Int.

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User Notes:

(1213220683)

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Payment will be made in compliance with Miami-Dade County code.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

Init.

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User Notes:

(1213220663)

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

(Paragraphs deleted)

§ 8.3 The Owner's representative:
(Name, address and other information)

Ralph Terrero
6800 SW 87th Avenue
Miami, FL 33173

§ 8.4 The Contractor's representative:
(Name, address and other information)

Jason Alexander
4255 E Airport Drive
Ontario, CA 91761

Init.

Telephone Number: 909.390.4363
Fax Number: 909.390.7030
Mobile Number: 626.625.0255
Email Address: jason@fibrwrapconstruction.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit A	Proposal: FCI-10986-10	August 27, 2010	4

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
As indicated in Exhibit A.

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
As indicated in Exhibit A.

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:

Init.

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

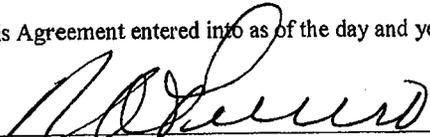
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

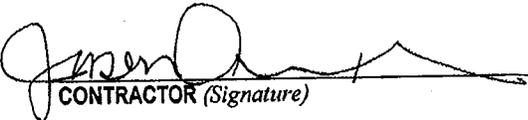
Type of insurance or bond

Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above.



OWNER (Signature)



CONTRACTOR (Signature)

Ralph Terrero, Assistant Director - Water System
Operations

(Printed name and title)

Jason Alexander, Chief Operating Officer

(Printed name and title)

Init.

FIBRWRAP CONSTRUCTION SE LLC

Richard Coates, PE
Miami-Dade County
Water & Sewer Dept.
6800 SW 87 Avenue
Miami, FL 33173
P: 786-552-4046
E: raccoat@miamidade.gov

Quote #FCI - 10986 -10

SUBJECT: Tyfo Fibrwrap (CFRP) Carbon Reinforced Polymer PCCP Internal Repairs

Mr. Coates,

It is a pleasure to provide you the following firm fixed price proposal to supply and install the Fyfe Co., LLC Tyfo SCH Fibrwrap system to strengthen thirty-seven (37) "Priority 1" pipes of existing 48" (1) and 54" (36) diameter pre-stressed cylinder pipe sections per your request. The PCCP sections are located in Miami-Dade County, Florida. Fibrwrap Construction, SE, LLC is licensed, bondable and Fyfe Co., LLC certified, meeting or exceeding all experience requirements. Fibrwrap Construction, SE, LLC is the most comprehensively trained applicator of the Fyfe Co., LLC Tyfo Fibrwrap Strengthening Systems.

As identified in PPIC and SGH Table 1: List of high priority pipes, dated July 2010, this pipeline is composed of 48 in and 54 in.-diameter prestressed concrete cylinder pipe (PCCP), embedded cylinder type (ECP), manufactured by Interpace in 1975 using high-strength, Class IV prestressing wires and no shorting straps. The suspect pipes are Class A which was designed for a working pressure of 150 psi, a soil height cover of up to 8ft and made with 16GA steel cylinder (0.0538 in. thickness).

Section 1 - PROPOSED SCOPE OF WORK

1. Submittal package including design calculations and shop drawings signed and sealed by a licensed Professional Engineer in the State of Florida, project schedule, safety plan, etc.
2. Fibrwrap Construction shall be onsite to perform the work as per agreed to schedule in accordance with Miami Dade specification identifying Division 1 and 2.
3. Mobilize all personnel, equipment and materials for the project.
4. Safety analysis and training shall take place prior to commencement of work as per site-specific requirements.
5. Installation of ventilation shall meet OSHA Mining and Tunneling Title 8 Procedures.

Regional Office: Fibrwrap Construction SE, LLC
P.O. Box 8656, Atlanta, GA 31106-0856
P. 404-371-4033 F. 404-371-4032

[E.info@fibrwrapconstruction.com](mailto:info@fibrwrapconstruction.com) www.fibrwrapconstruction.com

FIBRWRAP CONSTRUCTION SE LLC

6. Air monitoring and gas monitoring of the pipeline shall meet OSHA and local requirements.
7. De-humidification requirements shall be provided.
8. Preparation of necessary surfaces for installation utilizing either a 40,000 psi hydro-blast recovery unit to clean and prepare substrate surface.
9. Application of thickened layer of Fyfe Co. Tyfo® S primer, NSF 61 certified.
10. Installation of the Fyfe Co. Tyfo® Carbon Fiber systems, all NSF 61 certified. The pricing provided herein is based on applying one longitudinal layer of Tyfo® SCH 412X followed by three circumferential layers of Tyfo® SCH 412X, for a total of four layers of carbon fiber composite.
11. Each joint shall be chipped out down to the metallic joint ring, then provided with a dielectric barrier of one layer of Tyfo® SEH (Glass Fiber). This will be followed by bonding of the Carbon Fiber layers to the dielectric barrier. A modified-WEKO seal shall then be placed into the joint to prevent any leakage; the remainder of the joint groove on top of the modified WEKO seal shall be grouted, resulting in a smooth joint, in line with the internal diameter of the pipe sections. All materials for the joint rehabilitation shall be provided by Fibrwrap Construction, SE, LLC.
12. Upon completion of the application of the carbon fiber composite layers, a final coating of the thickened Tyfo® S Durability Coating shall be applied for added protection over the entire rehabilitated system.
13. Heating and dehumidification of pipe sections to allow for curing.
14. Onsite fabrication of sample witness panels.
15. Testing of 3 panels by an independent testing laboratory per ASTM D3039, if required.
16. Continuous QA/QC program.
17. Final clean-up and demobilization from work site shall be performed including but not limited removal of all trash, debris, equipment and Fibrwrap related scopes of work.

Section 2 - PRICING SCHEDULE

Cost for FCISE services for Division 1...	\$ 1,289,300.00*
Cost for FCISE services for Division 2...	\$ 866,700.00*
Total Cost for Fibrwrap Construction Services...	\$ 2,156,000.00*

***contingent upon award of both Divisions**
Taxes are included. Payment: Net 30 days

Regional Office: Fibrwrap Construction SE, LLC
P.O. Box 8656, Atlanta, GA 31106-0856
P. 404-371-4033 F. 404-371-4032
[E.info@fibrwrapconstruction.com](mailto:info@fibrwrapconstruction.com) www.fibrwrapconstruction.com



FIBRWRAP CONSTRUCTION SE LLC

Section 3 - OWNER TO PROVIDE/EXCLUSIONS:

1. Access to work areas. Buyer to provide lay down area for storage of equipment and materials.
2. Lock out/Tag out. De-watering and filling of the pipe.
3. Pipe sanitizing.
4. Traffic Control as required.
5. Condition assessment, structural design or testing of existing materials and structures.
6. Third party QA/QC and inspections.
7. Coordination with local agencies.
8. Permits and liquidated damages.
9. Any other item not specifically included in "Proposed Scope of Work".

Section 4 - ASSUMPTIONS:

1. No internal CFRP strengthening location will exceed 1,300 feet from man entrance.
2. Fibrwrap will have access to 16"X18" boiler manholes.
3. Schedule – as determined with Miami Dade personnel and subjected to 24-hour working schedules.
4. Design pressure, including surge pressure is 225 psi.
5. Necessary insurance requirements (\$3,000,000 General Liability) and bond costs are included.
6. Fibrwrap Construction will provide a 10 year extended warranty on materials and workmanship.
7. All work will be completed internally with the Patented Tyfo Fibrwrap strengthening system and will limit the impact on lane closures. It is recommended a preconstruction meeting at least 2 weeks in advance to accommodate Miami Dade requirements and determine a coordinated working schedule.

If you should have any questions or comments after review of this proposal, please feel free to contact me at any of the following:

D: 626-625-0255

F: 909-390-7030

E: Jason@fibrwrapconstruction.com

Sincerely,

Jason Alexander
Chief Operating Officer
Fibrwrap Construction, SE, LLC

Regional Office: Fibrwrap Construction SE, LLC
P.O. Box 8656, Atlanta, GA 31106-0856
P. 404-371-4033 F. 404-371-4032

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FIBRWRAP CONSTRUCTION SE LLC

CC: Shaun Loeding, PE – Fibrwrap Construction, SE, LLC
Ralph Terrero, PE – Assitant Director - Water Systems Operation – Miami Dade

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