



Control Number: 48296



Item Number: 8

Addendum StartPage: 0

DOCKET NO. 48296

**APPLICATION OF CYNDIE PARK 2
WATER SUPPLY CORPORATION
AND NUECES WATER SUPPLY
CORPORATION FOR SALE,
TRANSFER, OR MERGER OF
FACILITIES AND CERTIFICATE
RIGHTS IN NUECES COUNTY**

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PUBLIC UTILITY COMMISSION

OF TEXAS

2018 MAY 13 PM 2:45

FILED IN PUBLIC CLERK'S OFFICE

**NUECES WATER SUPPLY CORPORATION'S RESPONSE TO
ALJ ORDER NO. 2 FINDING APPLICATION ADMINISTRATIVE INCOMPLETE;
AND ESTABLISHING AN OPPORTUNITY TO CURE**

Applicant Nueces Water Supply Corporation submits the following Response to ALJ Order No. 2 Finding Application Administrative Incomplete; and Establishing an Opportunity to Cure, to cure any deficiencies in the Application filed April 18, 2018.

Pursuant to the May 18, 2018 memorandum of Sherrie Keyton of the Commission's Water Utility Regulation Division, the ALJ has ordered the Applicant to provide the following information:

1. Missing Exhibit A from Purchase Contract

The Purchase Contract (Attachment 1) refers to Exhibit A, which lists the facilities to be transferred. However, Exhibit A was not included in the original filing.

Response: Exhibit "A" to the Purchase Contract was inadvertently omitted since there were no facilities being transferred. To rectify this, Exhibit "A" stating no facilities will be transferred is being attached to the original contract, and a copy of the exhibit is attached hereto.

2. TCEQ Public Water or Sewer System Information

The Applicants did not submit copies of the latest Texas Commission on Environmental Quality inspection reports for their respective public water systems.

Response: Attached hereto are the latest Texas Commission on Environmental Quality inspection reports for Cyndie Park 2 Water Supply Corporation and Nueces Water Supply Corporation. Also attached are Nueces Water Supply Corporation's responses to the August 29, 2016 Notice of Violation from the Texas Commission on Environmental Quality and corresponding additional communications with the Texas Commission on Environmental Quality.

8

**Nueces Water Supply Corporation's Response to
ALJ Order No. 2 Finding Application Administrative
Incomplete; and Establishing an Opportunity to Cure
Page 2**

Respectfully submitted,

WILLATT & FLICKINGER, PLLC
Attorneys at Law
12912 Hill Country Blvd., Suite F-232
Austin, Texas 78738
Telephone: (512) 476-6604
Telecopier: (512) 469-9148

By: 

Bill Flickinger
State Bar No. 07149050
bflickinger@wfaustin.com

Matthew W. McPhail
State Bar No. 24074692
mmcphail@wfaustin.com

ATTORNEYS FOR NUECES WATER SUPPLY
CORPORATION

CERTIFICATE OF SERVICE

I hereby certify that on June 13, 2018, the foregoing document and attachments were filed with all parties of record in this proceeding, including via electronic submission through the PUC Filer and via delivery of hard copies to Central Records at the PUC.



Bill Flickinger

EXHIBIT "A"

TO

CONTRACT FOR ACQUISITION BY NUECES WATER SUPPLY CORPORATION OF CERTAIN WATER UTILITY ASSETS OF CYNDIE PARK 2 WATER SUPPLY CORPORATION LOCATED WITHIN AND SERVING THAT CERTAIN SUBDIVISION KNOWN AS AND REFERRED TO AS CYNDIE PARK 2.

Easements, right-of-way, facilities and equipment under the ownership and control of the Seller which are used exclusively for providing services to Cyndie Park 2 which will be conveyed to Purchaser:

None.

Texas Commission on Environmental Quality Investigation Report

The TCEQ is committed to accessibility. If you need assistance in accessing this document, please contact oce@tceq.texas.gov

Customer: Cyndie Park 2 Water Supply Corporation
Customer Number: CN600693691

Regulated Entity Name: CYNDIE PARK II WSC

Regulated Entity Number: RN101261410

Investigation # 1330454

Incident Numbers

Investigator: BLAS RIZZO

Site Classification

Conducted: 05/04/2016 -- 05/04/2016

SIC Code: 4941

Program(s): PUBLIC WATER SYSTEM/SUPPLY

Investigation Type: Data Maintenance File Review

Location: LOCATED APPROX 7.5 MILES NW OF
BANQUETTE OFF FARM TO MARKET ROAD 1833

Additional ID(s):

Address: ,
, ,

Local Unit:

Activity Type(s):

Principal(s):

Role	Name
RESPONDENT	CYNDIE PARK 2 WATER SUPPLY CORPORATION

Contact(s):

Role	Title	Name	Phone
NOV CONTACT		MS DIANA LEYBA	Work (361) 946-6394

Other Staff Member(s):

Role	Name
Office System Administrative Supervisor	MELANIE EDWARDS

Associated Check List

<u>Checklist Name</u>	<u>Unit Name</u>
PWS GENERIC VIOLATIONS	1

Investigation Comments:

A data maintenance file review was conducted to adjust the compliance time frame for sending an Notice of Violation (NOV) letter, dated April 12, 2016, to a wrong address. The correct mailing address for the regulated entity is 4623 Cindy LN, Robstown, TX 78380-5262. A revised NOV was sent to the regulated entity on May 5, 2016 with a compliance due date of June 6, 2016.

NOV Date 05/05/2016 **Method** WRITTEN

**OUTSTANDING ALLEGED VIOLATION(S)
ASSOCIATED TO A NOTICE OF VIOLATION**

Track Number: 598679

Compliance Due Date: 06/06/2016

Violation Start Date: 2/10/2016

30 TAC Chapter 290.119(b)(7)

Alleged Violation:

Investigation: 1321804

Comment Date: 04/07/2016

Failed to use an acceptable analytical method for disinfectant analyses

The investigation conducted on February 10, 2016 documented the operator was not following the manufacturer's instructions when measuring the disinfectant residual. Photographs submitted by the operator on February 11, 2016 illustrate that the disinfectant residual was measured in the high range with the glass 10-mL sample cell with a results of 1.0 mg/L, 3.2 mg/L and 7.5 mg/L. The manufacturer's instructions indicate if the chlorine concentration is typically less than 2 mg/L, the low range procedure shall be used. The manufacturer's instructions also specify the use of a 10-mL sample cell (glass) for the low range procedure and the use of a 1-cm/10-mL sample cell (plastic) for the high range procedure.

Recommended Corrective Action: To achieve compliance, the facility must use an acceptable analytical method for disinfectant analyses. To verify compliance, please submit compliance documentation to the Corpus Christi Regional Office (Attn: Blas Rizzo) demonstrating that the operator is measuring the disinfectant residual according to the manufacturer's instructions, by the compliance due date.

Signed

Date _____

Environmental Investigator

Signed

Date _____

Supervisor

Attachments: (in order of final report submittal)

___ Enforcement Action Request (EAR)

___ Maps, Plans, Sketches

___ Letter to Facility (specify type) : _____

___ Photographs

___ Investigation Report

___ Correspondence from the facility

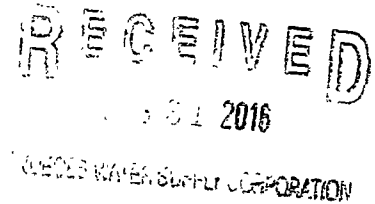
___ Sample Analysis Results

___ Other (specify) : _____

___ Manifests

___ Notice of Registration

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Jon Niermann, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

August 29, 2016

CERTIFIED MAIL #91 7199 9991 7031 0242 4926
RETURN RECEIPT REQUESTED

Ms. Carola Serrato
General Manager
Nueces Water Supply Corporation
P.O. Box 415
Kingsville, Texas 78364

Re: Notice of Violation for Comprehensive Compliance Investigation at:
Nueces Water Supply Corporation, 111 West Sage Road, Kingsville, (Nueces County), Texas
Regulated Entity No.: 101261147, TCEQ ID No.: 1780052, Investigation No.: 1357104

Dear Ms. Serrato:

On July 28, 2016, Mr. Blas Rizzo of the Texas Commission on Environmental Quality (TCEQ) Corpus Christi Region Office conducted an investigation of the above-referenced regulated entity to evaluate compliance with applicable requirements for public water supply. Enclosed is a summary which lists the investigation findings. During the investigation, a certain outstanding alleged violation was identified for which compliance documentation was required. Based on the information you have provided, the TCEQ has adequate documentation to resolve the alleged violations. Therefore, no further action is required.

In the listing of the alleged violation, we have cited applicable requirements, including TCEQ rules. Please note that both the rules themselves and the agency brochure entitled *Obtaining TCEQ Rules* (GI 032) are located on our agency website at <http://www.tceq.state.tx.us> for your reference. If you would like a hard copy of this brochure mailed to you, you may call and request one from either the Corpus Christi Region Office at 361-825-3100 or the Central Office Publications Ordering Team at 512-239-0028.

The TCEQ appreciates your assistance in this matter. Please note that the Legislature has granted TCEQ enforcement powers which we may exercise to ensure compliance with environmental regulatory requirements. We anticipate that you will resolve the alleged violations as required in order to protect the State's environment. If you have additional information that we are unaware of, you have the opportunity to contest the violation documented in this notice. Should you choose to do so, you must notify the Corpus Christi Region Office within 10 days from the date of this letter. At that time, a Manager will schedule a violation review meeting to be conducted within 21 days from the date of the letter.

Ms. Carola Serrato
Page 2
August 29, 2016

However, please be advised that if you decide to participate in the violation review process, the TCEQ may still require you to adhere to the compliance schedule included in the enclosed Summary of Investigation Findings until an official decision is made regarding the status of any or all of the contested violations.

If you or members of your staff have any questions, please feel free to contact Mr. Rizzo in the Corpus Christi Region Office at 361-825-3100.

Sincerely,



Melanie Edwards, Water Section Manager
Corpus Christi Region Office
Texas Commission on Environmental Quality

MAE/BR/mjd

Enclosure: Summary of Investigation Findings

Summary of Investigation Findings

NUECES WSC

111 W SAGE RD

KINGSVILLE, NUECES COUNTY, TX 78363

Investigation #

1357104

Investigation Date: 07/28/2016

Additional ID(s): 1780052

ALLEGED VIOLATION(S) NOTED AND RESOLVED

Track No: 508653

30 TAC Chapter 290.39(I)

30 TAC Chapter 290.42(e)(3)(G)

Alleged Violation:

Investigation: 1104199

Comment Date: 08/15/2013

Failed to obtain an exception to use a disinfectant other than chlorine.

An investigation conducted on July 22, 2013 determined the facility purchases water that has been treated with chloramines. The regulated entity does not have an exception to use a disinfectant other than chlorine. Specifically, the facility does not monitor the monochloramine and free ammonia levels to properly control the disinfection process.

Investigation: 1171096

Comment Date: 06/20/2014

A file record review was conducted on May 27, 2014 to evaluate the compliance status of this alleged violation. The regulated entity submitted a chloramine exception letter to the TCEQ Technical Review and Oversight Team on September 5, 2013. The exception request was denied on December 19, 2013 and requested additional information. The compliance due date has been extended until November 1, 2014 to allow more time for the system to submit the required information and for review by the TROT team. In the meantime, it is recommended that the water system test for monochloramine, total chlorine, free ammonia and nitrite/nitrate levels to ensure that an adequate disinfectant residual is being maintained and nitrification is not occurring in the distribution system. The system should measure free ammonia, monochloramine and total chlorine weekly at the entry point to the distribution system and downstream of any chlorine or ammonia injection points. Free ammonia and monochloramine should be measure at least monthly, and total chlorine daily, in the distribution system. Nitrite and nitrate should be sampled as needed to set a baseline, then quarterly thereafter at the entry point and in the distribution system.

Investigation: 1357104

Comment Date: 08/25/2016

During the investigation conducted on July 28, 2016, the status of this outstanding alleged violation was evaluated.

Recommended Corrective Action: To achieve compliance, obtain an exception to use a disinfectant other than chlorine. The water system may request an exception by writing to:

Texas Commission on Environmental Quality
Technical Review and Oversight Team, MC 155
P.O. Box 13087
Austin, Texas 78711-3087

The Technical Review and Oversight Team may be contacted at (512) 239-4691. All requests for exceptions must be submitted in writing and supported with adequate documentation. Please send documentation to the TCEQ Corpus Christi Region 14 Office, Attn: Shaunette Gillespie, indicating compliance with this requirement by the compliance due date.

Resolution: As of July 30, 2016, the TCEQ no longer requires an exception to be obtained for using a disinfectant other than chlorine. This violation is administratively resolved.

Track No: 615878

Alleged Violation:

Investigation: 1357104

Comment Date: 08/26/2016

Failed to provide a device to readily determine air-water-volume for all tanks greater than 1,000 gallon capacity.

During the investigation conducted on July 28, 2016, the investigator determined that the facility's 7,500 gallon pressure tank at the Bishop Pump station did not have a way to determine the air-water-volume ratio.

Resolution: On August 24, 2016, the facility submitted photographs demonstrating that the site glasses on the pressure tanks had been repaired and the facility was now able to determine the air-water-volume.

ADDITIONAL ISSUES

Description

Item 2

Additional Comments

During the investigation the investigator determined that the system is operated as six pressure planes; however, the system is collecting disinfectant residuals, bacteriological samples and chloramine effectiveness parameters as though the system is one pressure plane. The TCEQ requests that the facility submit a copy of the monitoring plan to the following for review:

Texas Commission on Environmental Quality
Attn: Monitoring Plan Coordinator
Public Drinking Water Section, MC-155
P.O. Box 13087
Austin, TX 78711

Jacob Hinojosa

From: Carola Serrato <cserrato@stwa.org>
Sent: Tuesday, August 16, 2016 10:35 AM
To: Blas Rizzo
Cc: Travis Prater; Melanie Edwards; Dony Cantu; Frances Rosales; Jacob Hinojosa; Jo Ella Wagner
Subject: Item 1 - TCEQ Exit Interview Form - NWSC Investigation
Attachments: 1986 Pump Station Improvements for NWSC Contract Docs.pdf

Good Morning Blas,

I am wondering about Item 1 listed in the TCEQ Exit Interview Form provided today by email to Jacob Hinojosa pertaining to the investigation conducted on July 28, 2016. Specifically, the AV item refers to "Failed to have an American Society of Mechanical Engineers (ASME) name plate on all pressure tanks or 1,000 gallons or larger."

Copied below from the TCEQ's rules is the cited section which states that tanks installed before July 1, 1988 are exempt from the ASME coding requirement. I have taken the liberty of attaching the contract documents for the construction of the two (2) hydro-pneumatic tanks that are located at the Bishop East Pump Station (which you verbally notified Jacob was the site in question). As you can see, the contract documents were signed in 1986 and construction of that project was done in that year. South Texas Water Authority constructed the project; but, as you know, title to those facilities now belong to NWSC.

NWSC will respond to these AVs in a formal letter; however, I would appreciate it if you would let me know whether the TCEQ will require additional information on the time of construction to determine that the tank is exempt from the coding requirement.

§290.43(d) Design and construction of pressure (hydropneumatic) tanks. All hydropneumatic tanks must be located wholly above grade and must be of steel construction with welded seams except as provided in paragraph (8) of this subsection. §290.43(d)(1) Metal thickness for pressure tanks shall be sufficient to withstand the highest expected working pressures with a four to one factor of safety. Tanks of 1,000 gallons capacity or larger must meet the standards of the American Society of Mechanical Engineers (ASME) Section VIII, Division 1 Codes and Construction Regulations and must have an access port for periodic inspections. An ASME name plate must be permanently attached to those tanks. Tanks installed before July 1, 1988, are exempt from the ASME coding requirement, but all new installations must meet this regulation. Exempt tanks can be relocated within a system but cannot be relocated to another system.

Thanks,
Carola

Carola G. Serrato
General Manager

Nueces Water Supply Corporation

P.O. Box 415
Kingsville, Texas 78364
cserrato@stwa.org
361-592-1720 x12
361-592-5965 fax

**CONTRACT DOCUMENTS
AND SPECIFICATIONS FOR
THE CONSTRUCTION OF**

1985

**PUMP STATION & STORAGE
IMPROVEMENTS TO SERVE
NUECES WATER SUPPLY
CORPORATION**

SOUTH TEXAS WATER AUTHORITY



HDR

HDR Infrastructure, Inc.

A Centerra Company

39

PROPOSAL TO SOUTH TEXAS WATER AUTHORITY
FOR THE CONSTRUCTION OF A
PUMP STATION AND STORAGE IMPROVEMENTS PROJECT
IN
NUECES COUNTY, TEXAS

The Undersigned, as Bidder, declares that the only person or parties interested in this Proposal as principals are those named therein, that this Proposal is made without collusion with any other person, firm or corporation, that he has carefully examined the form of Contract, Notice to Bidders, Instructions for Bidders, drawings and specifications therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract Documents in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood and agreed that the contract price may be increased to cover additional work ordered by the Owner, but not shown on the drawings or required by specifications, in accordance with the provisions of the General Conditions, and Contract Documents.

Similarly, they may be decreased to cover deletion of work so ordered.

It is understood and agreed that work shall be completed in full within the contract period of 300 calendar days.

Accompanying this Proposal is a (certified or cashier's check payable to Owner) (bid bond naming Owner as recipient) in the amount of
5% BID BOND Dollars (\$ G.A.B.).

The Proposal Guaranty accompanying this Proposal shall be returned to the Bidder, unless in case of the acceptance of the Proposal by the Owner and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure of the bidder. It is understood that the Owner reserves the right to reject any and all bids.

Lump sum prices shall include all labor and materials, including all sales and other taxes if applicable, necessary for a complete and secure final product, unless otherwise noted on the Contract Drawings or Specifications.

BID SCHEDULE

1. City of Aqua Fulce Facilities. Lump sum cost for chlorination equipment additions, valves, piping, instrumentation, and all appurtenances. \$29,000.⁰⁰
2. City of Banquete Facilities. Lump sum cost for elevated storage tank, chlorination equipment additions, storage building, valves, piping, instrumentation, site work and all appurtenances. \$250,000.⁰⁰
3. City of Bishop Facilities. Lump sum cost for 2,500 gallon hydropneumatic tank, relocating a 7,500 gallon hydropneumatic tank from the Banquete Facility, pumping station extension, pumps, valves, piping, instrumentation, relocation and equipment addition to existing chlorination building. \$91,000.⁰⁰
4. City of Driscoll Facilities. Lump sum cost for pump, valves, piping, instrumentation, chlorination equipment addition and all appurtenances. \$39,000.⁰⁰
5. Central Rural Facilities. Lump sum cost for 32,000 gallon ground storage tank, hydropneumatic tank, pumping station, pumps, valves, piping, chlorination, instrumentation, site work, and all appurtenances. \$230,000.⁰⁰

Lump sum bid for the construction of Pump Station and Storage Improvements (Total of Items 1 - 5) described in these plans, specifications, and contract documents, complete.

\$639,000.⁰⁰
(Figures)

Six Hundred Thirty Nine Thousand Dollars and NO Cents.
(Written in Words)

Additive Alternate.

1. Amount to be added to the Lump Sum Bid for furnishing and installing a foundation for the 50,000 gallon elevated storage tank in Banquete capable of supporting a 100,000 gallon elevated storage tank of the same general configuration.

Amount to be added \$10,000.⁰⁰

Award shall be made to the low, responsive, responsible bidder. Within 30 days of contract award, the successful bidder must submit an itemized cost breakdown. This breakdown must include a separate item for each major category of work and each major piece of equipment.

Major Equipment Items. In connection with major items of equipment to be furnished and installed in this project, the Undersigned expressly agrees to the following provisions:

1. That the Bid stated above includes the furnishing and installing of equipment furnished by one of the suppliers listed in the specifications, and that the particular supplier

of equipment which the Undersigned proposes to furnish is listed in the Schedule of Major Equipment Suppliers (see Section 01062 of these specifications). The equipment shall be furnished of the named manufacturers in the Proposal Schedule of Major Equipment.

2. That the installed price of equipment includes the cost (if any) of changes in the structure, buildings, piping, wiring, electrical controls, accessories, and incidentals necessary to accommodate the particular equipment proposed.
3. If the Contractor names two or more items or manufacturers in his proposal, the Owner shall make the selection of the type or manufacturer to be included in the Contract.

SCHEDULE OF MAJOR EQUIPMENT

<u>Item No.</u>	<u>Description</u>
1.	End Suction Pumps <u>AURORA</u>
2.	Reservoirs: Fabricated Steel <u>SMITH INDUSTRIES</u>
3.	Reservoirs: Welded Steel Elevated Tank <u>CBI NACON</u>
4.	Pre-Engineered Buildings <u>THOR</u>
5.	Modular Shelters <u>FISCHER AND PORTER</u>
6.	Chlorination <u>CAPITAL CONTROLS</u>
7.	Turbine Flow Meters <u>ROCKWELL</u>
8.	Instrumentation for Process Control <u>H & H INSTRUMENTS</u>
9.	Motor Control Centers <u>WESTINGHOUSE</u>

SUBCONTRACTORS

(Name only one for each type of work.)

1. Electrical HOZLSCHER
2. Mechanical LAMBDA
3. Instrumentation NOV INSTRUMENTS
4. Pipe Fabricator M^o ALLEN Pipe & Supply Co.

LIQUIDATED DAMAGES FOR DELAY

The Undersigned agrees that time is the essence of this Contract, and that for each day of delay beyond the number of calendar days herein agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for in the General Conditions of Agreement) the Owner may withhold, permanently from the Undersigned's total compensation, the sum of Two Hundred Fifty Dollars (\$250.00)

as stipulated damages for such delay.

The work proposed to be done shall be accepted when fully completed and finished in accordance with the Contract Documents, Contract Drawings and Specifications, to the satisfaction of the Owner.

The Undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged of the following addenda to the contract documents:

Addendum No. 1 Dated	<u>1</u>	Received	<u>2-7-86</u>
Addendum No. 2 Dated	<u>2</u>	Received	<u>2-20-86</u>
Addendum No. 3 Dated	<u> </u>	Received	<u> </u>
Addendum No. 4 Dated	<u> </u>	Received	<u> </u>
Addendum No. 5 Dated	<u> </u>	Received	<u> </u>

This is a proposal of LAMBDA CONSTRUCTION COMPANY,

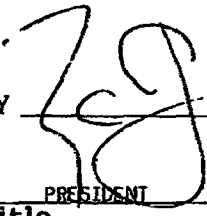
a Corporation, organized and existing under the laws of the State of

TEXAS, or a Partnership, consisting of

_____, or an Individual doing business as

_____.

Seal and
Authorization
(If a Corporation)

By  ZANE SHULLANBERGER
PRESIDENT
Title

RT. 6 BOX 587
Street Address

NEW BRAUNFELS, TEXAS 78130
City and State

Bond No.

Commercial Union Insurance Company
(Name of Insurance Company)

BID BOND

The American Institute of Architects,
A.I.A. Document No. A-310 February, 1970 Edition

KNOW ALL MEN BY THESE PRESENTS,

That we, Lambda Construction Company, Route 6, Box 587,

New Braunfels, Texas 78130 as Principal, hereinafter called the Principal, and

Commercial Union Insurance Company,
a corporation duly organized under the laws of the State of Massachusetts, with its Home Office in the City of

Boston, in the said State, as Surety, hereinafter called the Surety, are held and firmly bound unto Texas Water

Authority, 111 Sage Road, Kingsville, Texas

as Oblige, hereinafter called the Oblige,

in the sum of Five Percent of Greatest Amount Bid By Principal Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Pump Station and Storage Improvements to
Serve Nueces Water Supply Corporation

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a
Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be speci-
fied in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Con-
tract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the
failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige
the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for
which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of February A.D. 1986.

J. Allen Bryan
(Witness)

Barbara Brunker
(Witness)

Lambda Construction Company (SEAL)
(Principal)
SECRETARY-TREASURER
JAY MUENNING (Title)
Commercial Union Insurance Company
(Surety)
By A. C. Tinch, Jr.
A. C. Tinch, Jr. Attorney in fact

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the COMMERCIAL UNION INSURANCE COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, and having its principal office in the City of Boston, Massachusetts, hath made, constituted and appointed, and does by these presents make and constitute and appoint

T. A. DRAWERT, HOMER M. CONLEY,
A. C. TINCH, JR. and MARYANNA CHRISTENSEN all of San Antonio, Texas

and each of them its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf as surety any and all bonds or undertakings

and the execution of such bonds or undertakings in pursuance of these presents, shall be binding upon said Company as fully and amply, to all intents and purposes, as if such bonds were signed by the President, sealed with the corporate seal of the Company, and duly attested by its Secretary, hereby ratifying and confirming all the acts of said Attorney-in-Fact pursuant to the power herein given. This Power of Attorney is made and executed pursuant to and by authority of the following resolutions adopted by the Board of Directors of the COMMERCIAL UNION INSURANCE COMPANY at a meeting duly called and held on the twenty-seventh day of July, 1972:

Resolved: That the President, or any Vice-President, or any Assistant Vice-President, may execute for and in behalf of the company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, the same to be attested when necessary and the seal of the company affixed thereto by the Secretary, or any Assistant Secretary; and that the President, or any Vice-President, or Assistant Vice-President, may appoint and authorize an Attorney-in-Fact to execute on behalf of the company any and all such instruments and to affix the seal of the company thereto; and that the President, or any Vice-President, or any Assistant Vice-President, may at any time remove, any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That Attorneys-in-Fact may be given full power and authority to execute for and in the name and on behalf of the company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the company as if signed by the President and sealed and attested by the Secretary, and, further, Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and are also authorized and empowered to certify to a copy of any of the by-laws of the company as well as any resolution of the Directors having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and to certify copies of the Power of Attorney or with regard to the powers of any of the officers of the company or of Attorneys-in-Fact.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Directors of the COMMERCIAL UNION INSURANCE COMPANY at a meeting duly called and held on the twenty-seventh day of July, 1972:

"Resolved: That the signature of the President, or any Vice-President, or any Assistant Vice-President, and the signature of the Secretary or any Assistant Secretary and the Company Seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Attorneys-in-Fact for purposes only of executing and attesting any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, the COMMERCIAL UNION INSURANCE COMPANY, has caused these presents to be signed by its Assistant Vice-President and its corporate seal to be hereto affixed, duly attested by its Secretary on this 19th day of February 1985



Attest:

Raymond M. Defosse

Raymond M. Defosse - Secretary

By

John M. Garrett

John M. Garrett - Assistant Vice-President

COMMERCIAL UNION INSURANCE COMPANY

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK SS.

On this 19th day of February 1985, before me personally came John M. Garrett, Assistant Vice-President, and Raymond M. Defosse, Secretary of the COMMERCIAL UNION INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and sayeth, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company and that the said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.



Edward W. Shay
Edward W. Shay - Notary Public
(My Commission expires August 10, 1990)

CERTIFICATE

I, the undersigned, Assistant Secretary of the COMMERCIAL UNION INSURANCE COMPANY, a Massachusetts Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that the Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at the City of Boston, Dated this 12th day of February 1986.



Daniel J. Boyle
Daniel J. Boyle - Assistant Secretary

NOTICE OF AWARD

To: Mr. Zane Shullanberger
Lambda Construction Co.
Route 6, Box 587
New Braunfels, Texas 78130

PROJECT DESCRIPTION: Pump Station and Storage Improvements to Serve
Nueces Water Supply Corporation.

The OWNER has considered the BID submitted by you for the above
described WORK in response to its Advertisement for Bids dated February
26, 1986 and Information for Bidders.

You are hereby notified that your BID has been accepted for items
in the amount of \$639,000.00.

You are required by the Information for Bidders to execute the
Agreement and furnish the required CONTRACTOR'S Performance BOND,
Payment BOND and certificates of insurance within ten (10) days from the
date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS
within ten (10) days from the date of this Notice, said OWNER will be
entitled to consider all your rights arising out of the OWNER'S
acceptance of your BID as abandoned and as a forfeiture of your BID
BOND. The OWNER will be entitled to such other rights as may be granted
by law.

You are required to return an acknowledged copy of this NOTICE OF
AWARD to the OWNER.

Dated this 10th day of March, 19 86.

South Texas Water Authority
Owner

By [Signature]
Title President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

LAMBDA CONSTRUCTION COMPANY this is the 2 day of
April, 19 86.

By [Signature] Title PRESIDENT

NOTICE TO PROCEED

To: Mr. Zane Shullanberger
Lambda Construction Co.
Route 6, Box 587
New Braunfels, Texas 78130

Date: April 7, 1986
Project: Pump Station and Storage
Improvements to Serve Nueces Water
Supply Corporation

You are hereby notified to commence WORK in accordance with the Agreement dated April 7, 19 86, on or before April 17, 19 86, and you are to complete the WORK within 300 consecutive calendar days thereafter. The date of completion of all WORK is therefore February 1, 19 87.

South Texas Water Authority
Owner
By G. M. O'Connor
Title President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged by _____

LAMBDA CONSTRUCTION COMPANY

this the SEVENTH day of

APRIL 19 86

By [Signature]

Title PRESIDENT

STANDARD FORM OF AGREEMENT

As Adopted By
THE TEXAS SECTION OF THE AMERICAN SOCIETY OF CIVIL ENGINEERS
October 7, 1971

Revised November 17, 1928
Revised April 15, 1932
Revised October 27, 1934
Revised October 19, 1945
Revised April 8, 1954
Revised April 21, 1960
Revised October 7, 1971

Approved as to Legal Form by
Legal Counsel

STATE OF TEXAS
COUNTY OF Kleberg }

THIS AGREEMENT, made and entered into this 7th day of April,
A. D. 19 86, by and between South Texas Water Authority

of the County of Kleberg and State of Texas, acting through
The Board of Directors and the Executive Director

thereunto duly authorized so to do,
Party of the First Part, hereinafter termed OWNER, and
Lambda Construction Co.

of the City of New Braunfels, County of Comal
and State of Texas, Party of the Second Part, hereinafter termed
CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements herein-
after mentioned, to be made and performed by the Party of the First Part (OWNER), and under
the conditions expressed in the bond bearing even date herewith, the said Party of the Second
Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to
commence and complete the construction of certain improvements described as follows:

Pump Station and Storage Improvements to serve Nueces Water Supply Corporation.

and all extra work in connection therewith, under the terms as stated in the General Conditions
of the Agreement and at his (or their) own proper cost and expense to furnish all the materials,
supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories
and services necessary to complete the said construction, in accordance with the conditions and
prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors,
General and Special Conditions of Agreement, Plans and other drawings and printed or written
explanatory matter thereof, and the Specifications and addenda therefor, as prepared by
HDR Infrastructure, Inc.; 1524 South I.H. 35, Suite 213; Austin, Texas 78704

herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and
the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions
of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made
a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same calendar days within 300 ~~working days~~ after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

THE OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

<u>South Texas Water Authority</u>	<u>Lambda Construction Co.</u>
Party of the First Part (OWNER)	Party of the Second Part (CONTRACTOR)
By: <u>[Signature]</u>	By: <u>[Signature]</u>
ATTEST: <u>[Signature]</u>	ATTEST: <u>[Signature]</u>

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS: That Lambda Construction Company
Route 6, Box 587 of the City of New Braunfels
County of Comal, and State of Texas 78130, as
principal, and Commercial Union Insurance Company, Boston, Massachusetts
authorized under the laws of the State of Texas to act as surety on bonds for principals, are held
and firmly bound unto South Texas Water Authority, Kingsville, Texas (Owner),
in the penal sum of Six Hundred Thirty Nine Thousand and No/100 Dollars (\$ 639,000.00)
for the payment whereof, the said Principal and Surety bind themselves, and their heirs,
administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner,
dated the 7th day of April, 1986, to
Pump Station and Storage Improvements to Serve Nueces Water Supply Corporation
which contract is hereby referred to and made a part hereof as fully and to the same extent
as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully
observe and perform all and singular the covenants, conditions and agreements in and by said
contract agreed and covenanted by the Principal to be observed and performed, and according to
the true intent and meaning of said Contract and the Plans and Specifications hereto annexed,
then this obligation shall be void; otherwise to remain in full force and effect;

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of (Article
5160 for Public Work) (Article 5472d for Private Work)* of the Revised Civil Statutes of Texas as
amended and all liabilities on this bond shall be determined in accordance with the provisions of
said Article to the same extent as if it were copied at length herein."

Surety, for value received, stipulates and agrees that no change, extension of time, alteration
or addition to the terms of the contract, or to the work performed thereunder, or the plans, speci-
fications, or drawings accompanying the same, shall in anyway affect its obligation on this

*Not applicable for federal work. See "The Miller Act," 40 U.S.C. S270.

PB-1

© BY TEXAS SECTION, ASCE 1971

bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 7th day of April, 1986

Lambda Construction Company
Principal
By [Signature]
ZANE SHULLANBERGER
Title PRESIDENT
Address Route 6, Box 587
New Braunfels, Texas 78130

Commercial Union Insurance Company
Surety
By [Signature]
A. C. Tinch, Jr.
Title Attorney-In-Fact
Address P. O. Box 29069
San Antonio, Texas 78229

The name and address of the Resident Agent of Surety is:

Harding-Conley-Drawert-Tinch Insurance Agency, Inc.
4203 Woodcock, Suite 104, San Antonio, Texas 78228

PAYMENT BOND

STATE OF TEXAS
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS: That Lambda Construction Company
Route 6, Box 587 of the City of New Braunfels,
County of Comal, and State of Texas 78130, as
principal, and Commercial Union Insurance Company, Boston, Massachusetts
authorized under the laws of the State of Texas to act as surety on bonds for principals, are held
and firmly bound unto South Texas Water Authority, Kingsville, Texas (Owner),
in the penal sum of Six Hundred Thirty Nine Thousand and No/100 Dollars (\$639,000.00)
for the payment whereof, the said Principal and Surety bind themselves and their heirs, adminis-
trators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner,
dated the 7th day of April, 1986, to
Pump Station and Storage Improvements to Serve Nueces Water Supply Corporation
which contract is hereby referred to and made a part hereof as fully and to the same extent as
if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
said Principal shall pay all claimants supplying labor and material to him or a subcontractor
in the prosecution of the work provided for in said contract, then, this obligation shall be void;
otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of
the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in
accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration
or addition to the terms of the contract, or to the work performed thereunder, or the plans,
specifications or drawings accompanying the same, shall in anywise affect its obligation on this

bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 7th day of April, 1986

Lambda Construction Company
Principal
By [Signature]
YANE SHULLANBERGER
Title PRESIDENT
Address Route 6, Box 587
New Braunfels, Texas 78130

Commercial Union Insurance Company
Surety
By [Signature]
A. C. Tinch, Jr.
Title Attorney-In-Fact
Address P. O. Box 29069
San Antonio, Texas 78229

The name and address of the Resident Agent of Surety is:

Harding-Conley-Drawert-Tinch Insurance Agency, Inc.
4203 Woodcock, Suite 104, San Antonio, Texas 78228

mcserrato@stwa.org

From: Carola Serrato <cserrato@stwa.org>
Sent: Tuesday, August 16, 2016 1:50 PM
To: Blas Rizzo (blas.rizzo@tceq.texas.gov)
Cc: Travis Prater; Melanie Edwards; Dony Cantu (dcantu@stwa.org); Frances Rosales; Jacob Hinojosa; Jo Ella Wagner
Subject: NWSC AV - ASME name plate - Hydro tank
Attachments: 1986 Pump Station Improvements For NWSC Pay Estimate.pdf

Blas,

Just in case you needed some additional information, attached is the first pay estimate on that construction project. See page 4 which is for the Bishop station and details the two hydro tanks.

Carola G. Serrato
General Manager

Nueces Water Supply Corporation

P.O. Box 415
Kingsville, Texas 78364
cserrato@stwa.org
361-592-1720 x12
361-592-5965 fax

HDR Infrastructure, Inc.
A Centerra Company

213 Petroleum Building
1524 South I.H. 35
Austin, Texas
78704-2618

Telephone
512 442-8501

er Resources
Wastewater
Hazardous Waste
Bridges
Transportation
Industrial

May 5, 1986

South Texas Water Authority
P.O. Box 1701
Kingsville, Texas 78363

ATTN: Mr. Tom Brown
Executive Director

RE: Pump Station and Storage Improvements Status Report

Gentlemen:

Enclosed for your consideration is Pay Estimate No. 1 for the construction of the Pump Station and Storage Improvements to Serve Nueces Water Supply Corporation for the period of April 7, 1986 to April 30, 1986. To update you on the status of the project, the following is provided:

ITEM	PREVIOUS TOTAL	THIS PERIOD	TOTAL	% COMPLETE
Lambda Const.	\$ 0.00	\$17,640.00	\$17,640.00	2.8
Time	23 Days			7.7

We have reviewed the pay estimate and find it acceptable for payment. If you have any questions, please contact us.

Sincerely,

HDR INFRASTRUCTURE, INC.

Roger K. Noack
Roger K. Noack, P.E.
Project Manager

RKN:avg

Enclosure

PAID
CHECK # 966
ACCOUNT #
DATE 5-14-86
AMOUNT 17640.00

PAY ESTIMATE NO. 1

DATE OF ESTIMATE:

OWNER: SOUTH TEXAS WATER AUTHORITY

CONTRACTOR: LAMBA CONSTRUCTION COMPANY

FROM: APRIL 1, 1986

PROJECT: PUMP STATION & STORAGE IMPROVEMENTS
NILES WATER SUPPLY CORPORATION

TO: APRIL 30, 1986

ORIGINAL COMPLETION DATE:

ORIGINAL CONTRACT AMOUNT: 639,000.00

APPROVED TIME EXTENSION:

CHANGE ORDERS TO DATE: -0-

REVISÉD COMPLETION DATE:

PRESENT CONTRACT AMOUNT: 639,000.00

ITEM NO.	DESCRIPTION	LUMP SUM PRICE	THIS PERIOD		TOTAL TO DATE	
			PERCENT COMPLETED	AMOUNT	PERCENT COMPLETED	AMOUNT
	<u>AGUA DULCE</u>					
A1	CONC SLAB & FLOWMETER	1000.00				
A2	PIPING & VALVES	14500.00				
A3	INSTRUMENTATION	5000.00				
A4	CHLORINATION	5000.00				
A5	ELECTRICAL	3000.00				
A6	PAINTING	500.00				

APPLICATION FOR PAYMENT

PAGE NO. 2 OF 6PAY ESTIMATE NO. 1

DATE OF ESTIMATE:

OWNER: SOUTH TEXAS WATER AUTHORITYFROM: APRIL 1, 1986CONTRACTOR: LAMBDA CONSTRUCTION COMPANYTO: APRIL 30, 1986PROJECT: PUMP STATION & STORAGE IMPROVEMENTS
NEEDS WATER SUPPLY CORPORATION

ORIGINAL COMPLETION DATE: _____

ORIGINAL CONTRACT AMOUNT: 639,000.00

APPROVED TIME EXTENSION: _____

CHANGE ORDERS TO DATE: _____

REVISED COMPLETION DATE: _____

PRESENT CONTRACT AMOUNT: _____

ITEM NO.	DESCRIPTION	LUMP SUM PRICE	THIS PERIOD		TOTAL TO DATE	
			PERCENT COMPLETED	AMOUNT	PERCENT COMPLETED	AMOUNT
	<u>BANQUETE</u>					
B1	CLEARING & STRIPING	10000.00	100	10000.00	100	10000.00
B2	ROADWAY & PARKING	12000.00	80	9600.00	80	9600.00
B3	FENCE	9000.00				
B4	FOUNDATION FOR SHOP BUILDING	5000.00				
B5	SHOP BUILDING	9500.00				
B6	SIDEWALKS (LANDINGS)	500.00				
B7	FOUNDATION FOR ELEVATED TANK	23000.00				
B8	ELEVATED TANK	145000.00				
B9	SEWER LINE	3000.00				
B10	PIPING & VALVES	3000.00				
B11	INSTRUMENTATION	5000.00				
B12	CHLORINATION	5000.00				
B13	ELECTRICAL	18000.00				
B14	NEW PUMP	2000.00				

APPLICATION FOR PAYME

PAGE NO. 3 OF 6

PAY ESTIMATE NO. _____

OWNER: SOUTH TEXAS WATER AUTHORITY

DATE OF ESTIMATE:

CONTRACTOR: LAMBDA CONSTRUCTION COMPANYFROM: APRIL 1, 1986PROJECT: PUMP STATION & STORAGE IMPROVEMENTS
NUCLEIS WATER SUPPLY CORPORATIONTO: APRIL 30, 1986

ORIGINAL COMPLETION DATE: _____

ORIGINAL CONTRACT AMOUNT: 639,000.00

APPROVED TIME EXTENSION: _____

CHANGE ORDERS TO DATE: _____

REVISED COMPLETION DATE: _____

PRESENT CONTRACT AMOUNT: _____

ITEM NO.	DESCRIPTION	LUMP SUM PRICE	THIS PERIOD		TOTAL TO DATE	
			PERCENT COMPLETED	AMOUNT	PERCENT COMPLETED	AMOUNT
	<u>BISHOP</u>					
C1	BUILDING EXTENSION	10000.00				
C2	HYDRO-TANKS FOUNDATION	15000.00				
C3	RELOCATE HYDRO-TANK	1000.00				
C4	NEW 2500 GALLON HYDRO-TANK	5000.00				
C5	AIR COMPRESSOR W/ACCESSORIES	1000.00				
C6	PUMP	3000.00				
C7	CONCRETE SLAB @ FLOWMETER	1000.00				
C8	PIPING & VALVES	28000.00				
C9	INSTRUMENTATION	9000.00				
C10	CHLORINATION	4000.00				
C11	ELECTRICAL	11000.00				
C12	PAINTING	3000.00				

APPLICATION FOR PAYM

PAGE NO. 4 OF 6

PAY ESTIMATE NO. _____

DATE OF ESTIMATE: _____

OWNER: SOUTH TEXAS WATER AUTHORITYCONTRACTOR: LAMBDA CONSTRUCTION COMPANYFROM: APRIL 1, 1986PROJECT: PUMP STATION & STORAGE IMPROVEMENTS
NECES WATER SUPPLY CORPORATIONTO: APRIL 30, 1986

ORIGINAL COMPLETION DATE: _____

ORIGINAL CONTRACT AMOUNT: 639,000.00

APPROVED TIME EXTENSION: _____

CHANGE ORDERS TO DATE: _____

REVISED COMPLETION DATE: _____

PRESENT CONTRACT AMOUNT: _____

ITEM NO.	DESCRIPTION	LUMP SUM PRICE	THIS PERIOD		TOTAL TO DATE	
			PERCENT COMPLETED	AMOUNT	PERCENT COMPLETED	AMOUNT
	<u>DISCOLL</u>					
D1	CONCRETE SLAB & FLOWMETER	1000.00				
D2	PIPING & VALVES	21500.00				
D3	INSTRUMENTATION	5000.00				
D4	CHLORINATION	5000.00				
D5	ELECTRICAL	4000.00				
D6	PAINTING	500.00				
D7	NEW PUMP	2000.00				

APPLICATION FOR PAYMENT.

PAGE NO. 5 OF 6

PAY ESTIMATE NO. _____

DATE OF ESTIMATE: _____

OWNER: SOUTH TEXAS WATER AUTHORITYCONTRACTOR: LAMBDA CONSTRUCTION COMPANYFROM: APRIL 1, 1986PROJECT: PUMP STATION & STORAGE IMPROVEMENTS
NUECES WATER SUPPLY CORPORATIONTO: APRIL 30, 1986

ORIGINAL COMPLETION DATE: _____

ORIGINAL CONTRACT AMOUNT: 639,000.00

APPROVED TIME EXTENSION: _____

CHANGE ORDERS TO DATE: _____

REVISED COMPLETION DATE: _____

PRESENT CONTRACT AMOUNT: _____

ITEM NO.	DESCRIPTION	LUMP SUM PRICE	THIS PERIOD		TOTAL TO DATE	
			PERCENT COMPLETED	AMOUNT	PERCENT COMPLETED	AMOUNT
	<u>CENTRAL</u>					
E1	CLEAR & STRIP SITE	4000.00				
E2	PLACE & COMPACT FILL	58000.00				
E3	LIME STABILIZER	5000.00				
E4	ROADWAY & PARKING & CULVERTS	5000.00				
E5	FENCE	6000.00				
E6	STORAGE TANK FOUNDATION	10000.00				
E7	GROUND STORAGE TANK	15000.00				
E8	HYDRO-TANK FOUNDATION	5000.00				
E9	2500 GALLON HYDRO-TANK	5000.00				
E10	CONCRETE SLABS & FLOWMETERS	3000.00				
E11	FOUNDATION FOR PUMP BUILDING	8000.00				
E12	PUMP BUILDING	9000.00				
E13	AIR COMPRESSOR W/ACCESSORIES	1000.00				
E14	NEW PUMPS	4000.00				
E15	PIPING VALVES	50000.00				
E16	CHLORINATION	8000.00				
E17	INSTRUMENTATION	20000.00				
E18	ELECTRICAL	10000.00				
E19	PAINTING	2000.00				
E20	FINISH SITEWORK	2000.00				

PROJECT: PUMP STATION & STORAGE IMPROVEMENTS
NUCES WATER SUPPLY CORPORATION

PAGE NO. 6 OF 6

PAY ESTIMATE NO. 1

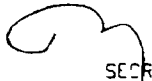
Cost of Work to Date	\$ 19600.00
* Plus Materials on Hand	\$ -0-
TOTAL	\$ 19600.00
Amount Retained (10 %)	\$ 1960.00
DIFFERENCE	\$ 17640.00
Less Previous Payments	\$ -0-
BALANCE DUE THIS ESTIMATE	\$ 17640.00

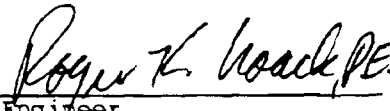

ESTIMATED PERCENTAGE COMPLETE

3 %

IS CONTRACTOR'S CONSTRUCTION PROGRESS ON SCHEDULE? / YES NO

APPROVED BY:


SECRETARY-TREASURER
Contractor JAY MUENNINK
4-30-86
Date


Engineer
5/5/86
Date


Owner

Date

* See Attached Sheets

CLYDE M. ALLEN JR
President
JOHN A. CYPHER JR
Vice President
DUANE SACKETT
Secretary/Treasurer
TOM BROWN
Executive Director



South Texas Water Authority

Directors
ED LOPEZ
ALVIN McNAIR
KENNETH HAUNSCHILD
ROBERT SALDANA
FRED PEREZ
W M STUART

DATE May 14, 1986

TO:

Cert No. P609 859 522

— Lambda Construction Co.
— Route 6, Box 587
— New Braunfels, TX 78130
—

DESCRIPTION Check No. 966 in the amount of
\$17,640.00 for Pay Estimate 1 for the
construction of the Pump Station & Storage
Improvements to serve NWSC (4/17/86 - 4/30/86)

___ FOR YOUR INFORMATION

___ FOR YOUR REVIEW

☒ ATTACHMENTS

___ FOR YOUR SIGNATURE

___ FOR YOUR COMMENTS

___ INFORMATION REQUESTED

REMARKS

SIGNED Mesa Dyates

mcgserrato@stwa.org

From: Blas Rizzo <Blas.Rizzo@tceq.texas.gov>
To: Carola Serrato
Sent: Tuesday, August 16, 2016 3:58 PM
Subject: Read: Item 1 - TCEQ Exit Interview Form - NWSC Investigation

Your message

To: Blas Rizzo
Subject: Item 1 - TCEQ Exit Interview Form - NWSC Investigation
Sent: Tuesday, August 16, 2016 10:35:06 AM (UTC-06:00) Central Time (US & Canada)

was read on Tuesday, August 16, 2016 3:57:40 PM (UTC-06:00) Central Time (US & Canada).

mcserrato@stwa.org

From: Jacob Hinojosa <jhinojosa@stwa.org>
Sent: Wednesday, August 24, 2016 10:44 AM
To: 'Blas Rizzo'
Cc: Carola Serrato
Subject: RE: Exit Interview
Attachments: Bishop East Small Hydro (1).jpg; Bishop East Small Hydro (2).jpg; Bishop East Small Hydro (3).jpg; Bishop East Small Hydro (4).jpg; Bishop East Small Hydro (5).jpg; Bishop East Small Hydro Washed.jpg

Here are the rest of the photos of the smaller hydro tank at the Bishop East pump station located on the west side of the two(2). Fortunately all we had to do with this one was work the cut off valves and also clean the glasses. We also had to replace some minor fitting on them.

From: Blas Rizzo [mailto:Blas.Rizzo@tceq.texas.gov]
Sent: Monday, August 15, 2016 9:43 AM
To: jhinojosa@stwa.org
Subject: Exit Interview

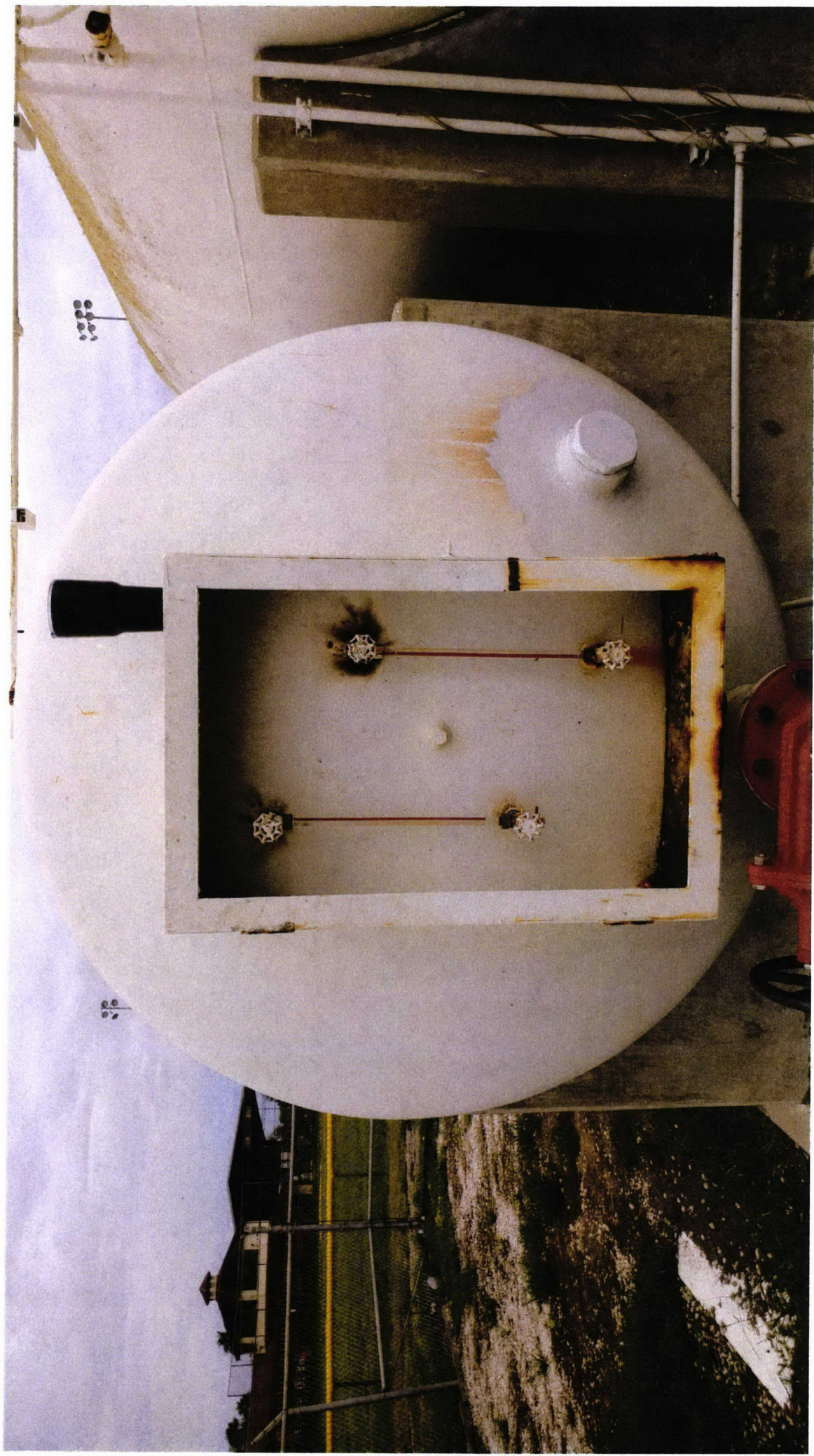
Jacob,

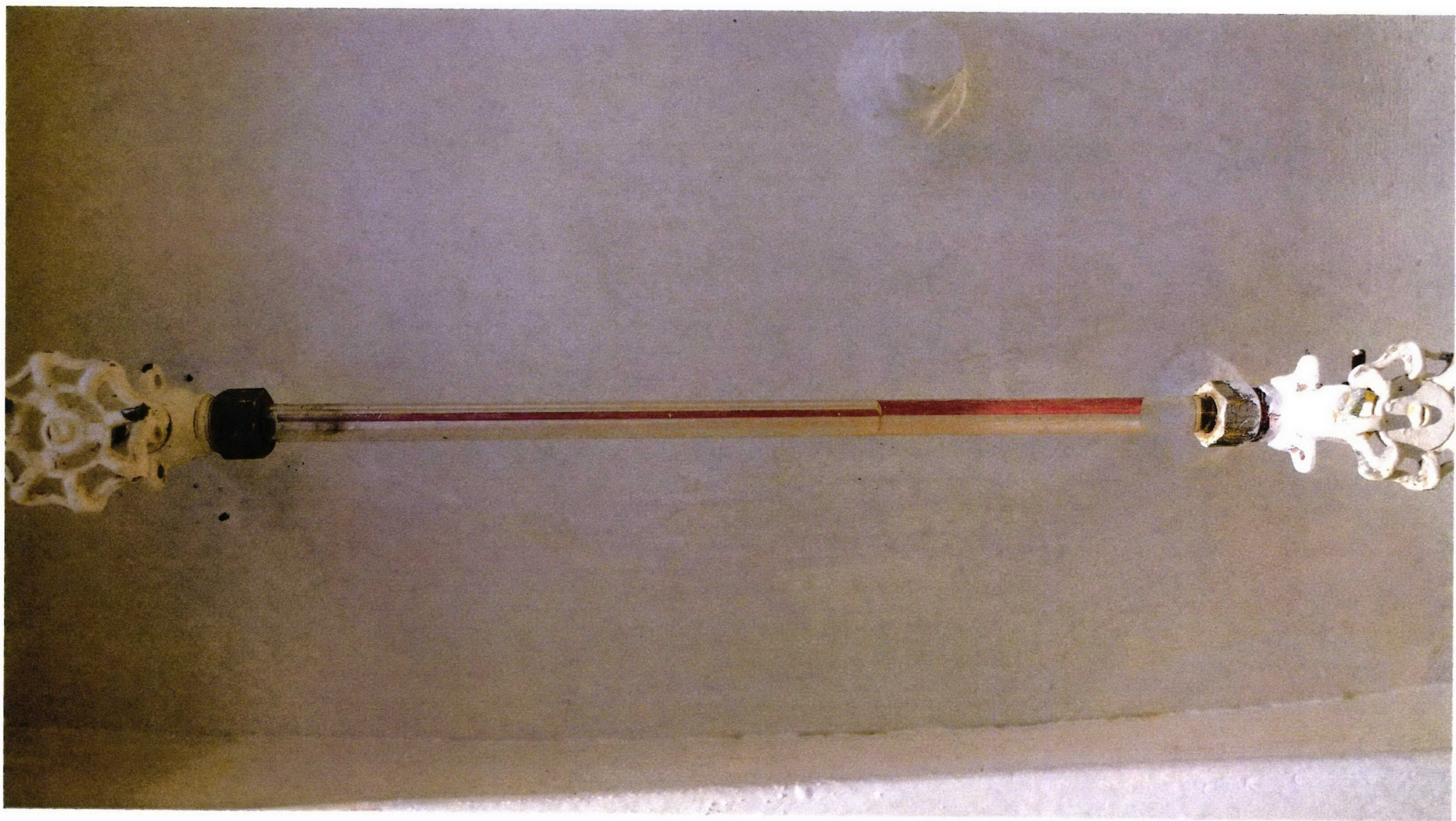
The Exit Interview Form is being provided as an attachment to this email to ensure that the issues were communicated clearly during our telephone conversation today August 15, 2016. If there are questions about the information contained in the form, or if a meeting at the TCEQ regional office is requested to discuss the contents of the Exit Interview Form, contact me as soon as possible. Please reply to this email, with the attachment, to indicate your receipt.

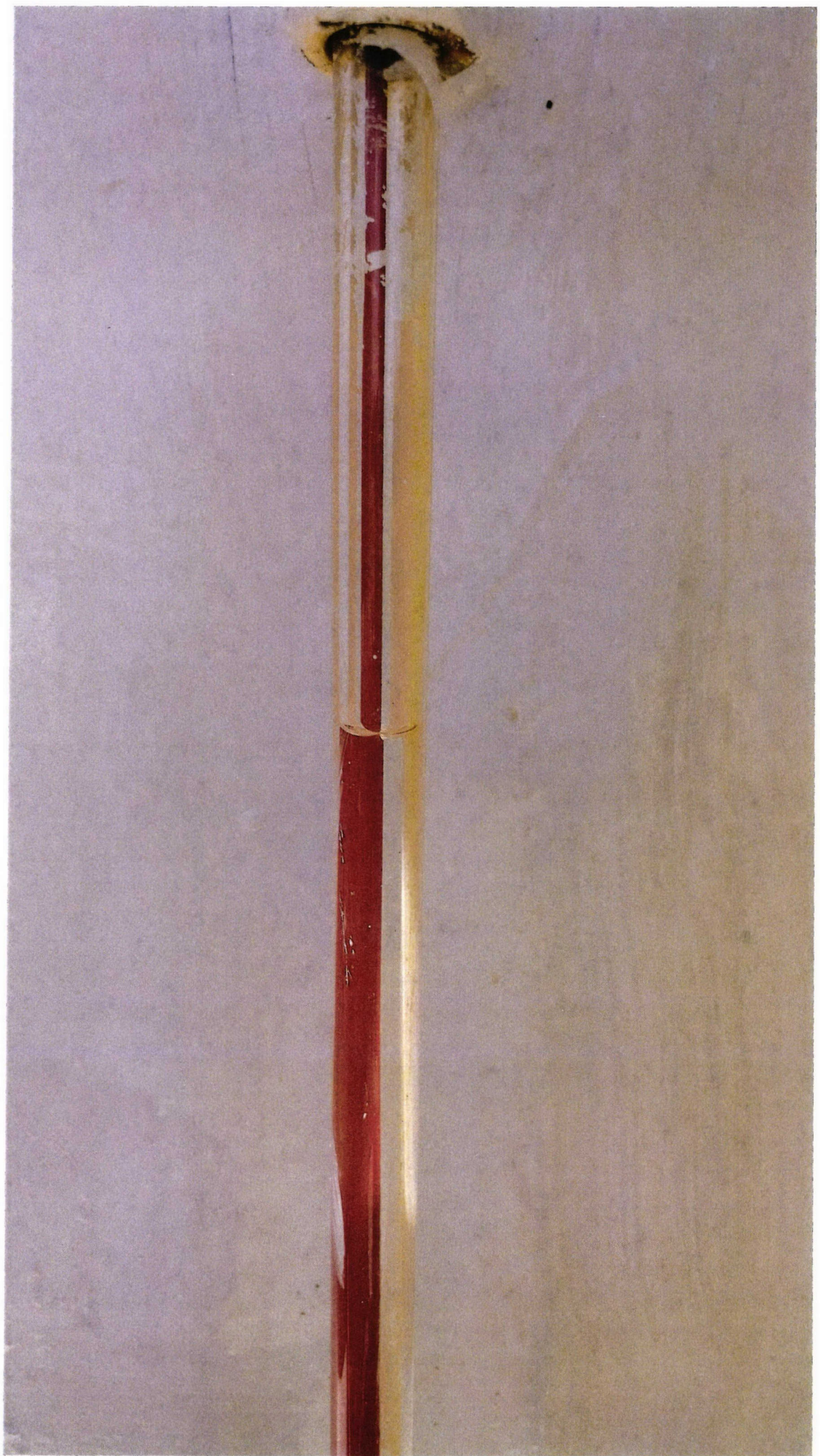
Thanks

Blas Rizzo

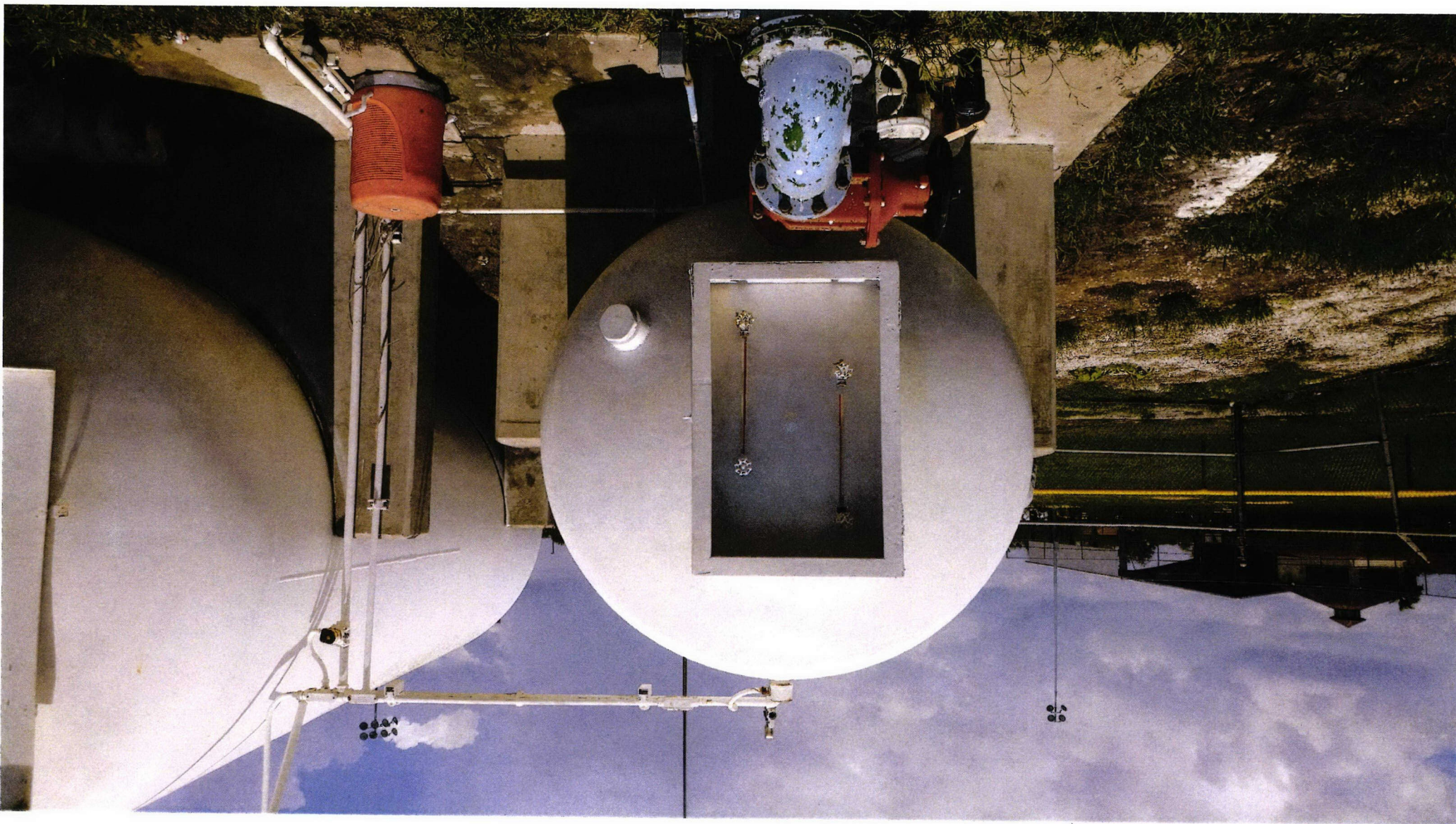
Environmental Investigator
Water Section
TCEQ Corpus Christi Region-14
6300 Ocean Drive, Unit 5839, Suite 1200
Corpus Christi, Texas 78412-5839
(361) 825-3122 ph. (361) 825-3101 fax

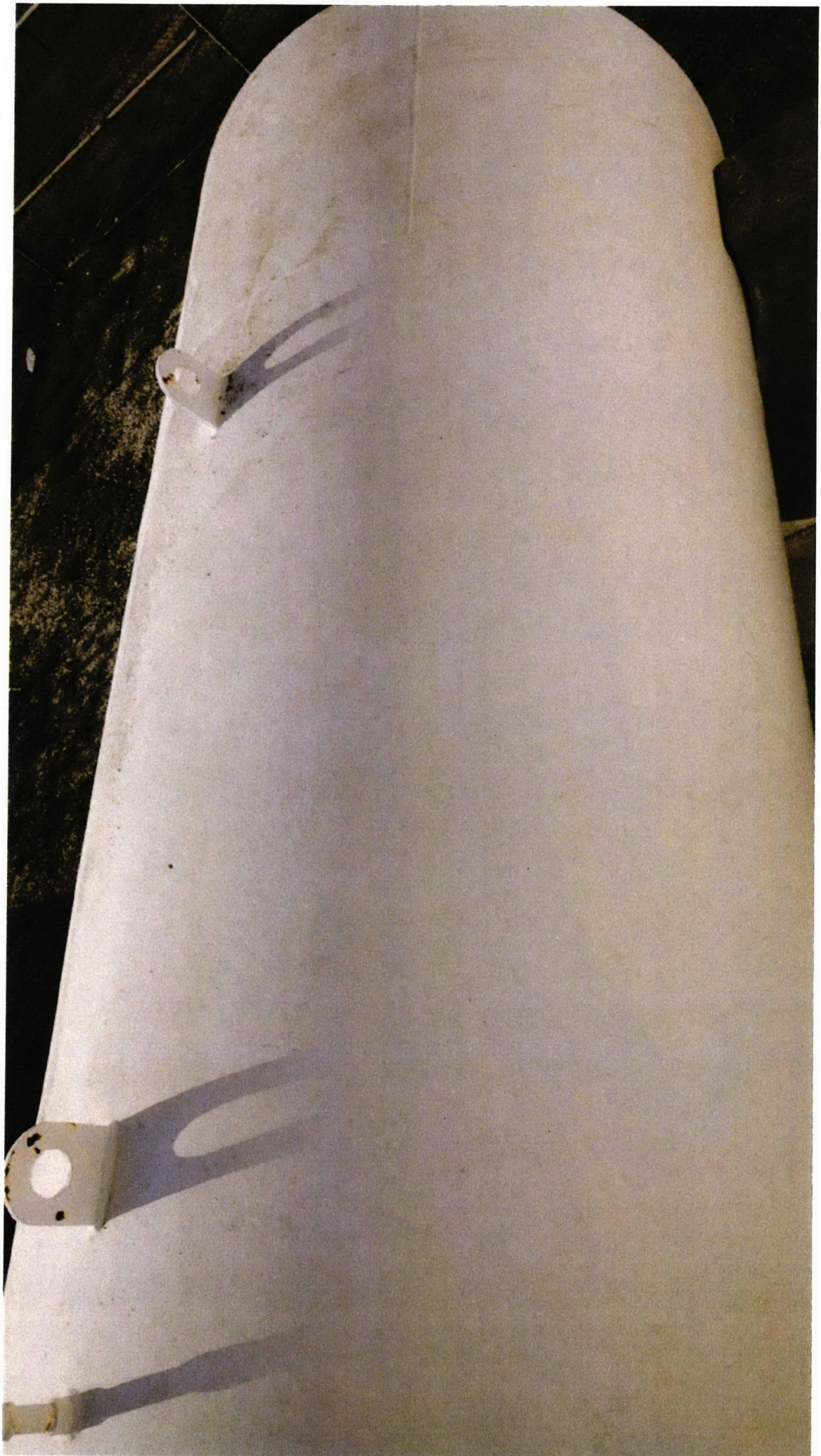












mcgserrato@stwa.org

From: Jacob Hinojosa <jhinojosa@stwa.org>
Sent: Wednesday, August 24, 2016 10:41 AM
To: 'Blas Rizzo'
Cc: Carola Serrato
Subject: RE: Exit Interview
Attachments: Bishop East Large Hydro (1).jpg; Bishop East Large Hydro (2).jpg; Bishop East Large Hydro (3).jpg; Bishop East Large Hydro (4).jpg; Bishop East Large Hydro (5).jpg; Bishop East Large Hydro Washed.jpg

Good morning Blas, here are some photos of what we've done with the sight glasses on the two (2) hydro tanks at the Bishop East pump station. We had to modify the larger one because the glasses were broken. As you can see in the photos both hydro tanks do show the water level. They have also been pressure washed and touched up with paint. Thank you and feel free to ask me any questions or if more pictures are needed. This email only has photos of the large hydro tank on the east side. I'll send another with the photos of the smaller one on the west side.

From: Blas Rizzo [mailto:Blas.Rizzo@tceq.texas.gov]
Sent: Monday, August 15, 2016 9:43 AM
To: jhinojosa@stwa.org
Subject: Exit Interview

Jacob,

The Exit Interview Form is being provided as an attachment to this email to ensure that the issues were communicated clearly during our telephone conversation today August 15, 2016. If there are questions about the information contained in the form, or if a meeting at the TCEQ regional office is requested to discuss the contents of the Exit Interview Form, contact me as soon as possible. Please reply to this email, with the attachment, to indicate your receipt.

Thanks

Blas Rizzo

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