

VALLEY BORING SERVICE, LTD.

5130 S. Hwy. 281
Edinburg, Texas 78539

Office: (956) 787-0080
Fax: (956) 787-6510

SIGN: _____
REQ# 179211
PO# 643628

AUG. 16, 2010

COUNTY OF HIDALGO
PCT. 3
724 N. BREYFOGLE
MISSION, TX. 78574

RE: P.O. NO. 643628

FINAL INVOICE

DRAINAGE IMPROVEMENT TO PRAIRIE VIEW SUBDIVISION PHASE I
36" DRY BORE UNDER H.C.I.D. NO.6 CANAL.

	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	36" BORE WITH STEEL CASING:	120 L.F.	\$ 640.00	\$ 76,800.00
2.	TRENCH PROTECTION:	120 L.F.	\$ 23.00	\$ 2,760.00
3.	TRAFFIC CONTROL:	LUMP SUM		\$ 3,000.00
4.	H.C.I.D NO. 6 PERMIT FEE:		\$ 10,000.00	\$ 10,000.00

TOTAL AMOUNT DUE: \$ 92,560.00

THANKS



APPROVED

By: Javier Hinojosa
JAVIER HINOJOSA ENGINEERING

Date: 8/17/10

INVOICE RECEIVED BY

Jose ON 8/12/10

GOODS/SERVICES RECEIVED BY

Carla Flores ON 8/12/10

0-1339-431.00-12.5-073.0-737

Valley Boring Service, LLC Contractor Name
 07/28/10 Starting Date
 08/16/10 Project Ending Date
 0% Retainage Percent

Application No. 1 (FINAL)
 Application Date: 8/16/2010
 Period To: 7/28/10 - 08/16/10
 Engineer Firm: JAVIER HINOJOSA ENGINEERING

SCHEDULE OF VALUES

CS.#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Summary			Balance To Finish	Retainage	Net	Payment To Date	Payment Due
				Payment Application No 1	Payment Application No 2	Payment Application No 3					
2010-185-08	Prairie View Subd	\$ 92,560.00	\$ 92,560.00	\$ 92,560.00	\$ -	\$ -	\$ -	\$ 92,560.00	\$ -	\$ 92,560.00	\$ -
02-OGG	Phase I Drainage Improvements										
		\$ 92,560.00	\$ 92,560.00	\$ 92,560.00	\$ -	\$ -	\$ -	\$ 92,560.00	\$ -	\$ 92,560.00	\$ -

FINAL AFFIDAVIT OF WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with **Hidalgo County** to provide **drainage improvements to Prairie View Subdivision Phase I Dry Bore Method to Abram Canal Crossing** located and owned by Hidalgo County.

Which improvements are described as follows:

Drainage Improvements to Prairie View Subdivision Phase I Dry Bore Method to Abram Canal Crossing in Hidalgo County Precinct No. 3.

P.O.#643628 (Contract # 2010-185-06-02-OGG)

In consideration of **Pay Estimate No. 1& Final** in the amount of **Ninety Two Thousand Five Hundred Sixty Dollars and No Cents (\$92,560.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bills for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Valley Boring Service, LLC

CONTRACTOR

By: 

C.W. Downing, Owner

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 7th day of September, 2010, to certify which witness my hand and seal of office.




Notary Public in and for the State of Texas


Print Name

MARCH 22 2012
MA Commission Expires
CLAUDIA N. YARRA



**CONTRACTOR'S FINAL RELEASE
WAIVER OF LIENS, AND AUTHORIZATION
TO DISBURSE FUNDS**

THE STATE OF TEXAS {
 {
COUNTY OF HIDALGO {

Valley Boring Service, LLC, doing business as Valley Boring Service, LLC, hereinafter "Contractor," for good and valuable consideration, the receipt of which is hereby acknowledged, hereby unconditionally waives and releases: (i) any claim he now has or hereafter may have against Owner (herein defined) and the County of Hidalgo, State of Texas; and (ii) any and all liens and claims or rights of lien which he now has or hereafter may have upon the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes, and on any personal property located on the real property collectively referred to as the "Property;" on account of labor, materials, supplies, equipment, or otherwise, furnished by Contractor to, or on account of, or for the Property, pursuant to a contract, hereinafter "Contract," dated June 15, 2010, among Contractor, Owner, and the County of Hidalgo, State of Texas. Hidalgo County hereinafter "Owner," is the owner of the Property on which Contractor furnished labor, materials, supplies and/or equipment pursuant to the Contract.

Contractor represents and warrants to Owner and the County of Hidalgo that the parties listed on Exhibit "B" hereto are all of the laborers, subcontractors and suppliers used by Contractor on the Property covered by the Contract. Contractor further represents and warrants to Owner that following Owner's payment of \$92,560.00 through the County of Hidalgo to or on behalf of Contractor, Contractor has been paid the full amount due to Contractor under the Contract, and that Contractor: (i) has likewise paid all its laborers, subcontractors and suppliers who provided labor and materials or supplies or equipment, or any of them, or otherwise, in connection with the Contract; and/or (ii) hereby instructs the County of Hidalgo to pay directly to the parties listed on Exhibit "C" hereto, simultaneously with the execution and delivery of this release, the amount shown by such parties' names, said parties representing all the unpaid laborers, subcontractors and suppliers who provided labor or materials or supplies or equipment, or any of them or otherwise, in connection with the Contract. Contractor hereby authorizes Owner and the County of Hidalgo, as well as any escrow agents, construction agents, or title insurance companies, and their respective successors and assigns, to plead this release and waiver, to the extent it is applicable, in any suit or suits brought by Contractor, its successors, heirs, or assigns, or anyone claiming by, through or under the Contractor, to establish a claim against Owner and/or the County of Hidalgo, and/or to establish a lien upon the Property

(or to charge the same with any lien) for labor or materials or supplies or equipment, or any of them or otherwise, done, performed, furnished or delivered under the Contract.


Contractor understands and acknowledges that Owner and the County of Hidalgo are relying on the agreements, release, waivers and representations stated herein, and such agreements, release, waivers and representations are material inducements for the County of Hidalgo to release the funds it now holds related to the construction of improvements on the Property to the Contractor and/or directly to the laborers, subcontractors and suppliers listed on Exhibit "C" hereto.

Contractor understands and agrees that this release in no way discharges Contractor from his obligations of warranty of material and/or workmanship under the Contract. Without limiting the foregoing, Contractor represents and warrants to Owner that all work performed by him or under his direction on the Property has been completed in accordance with plans and specifications and the terms of the Contract.

The person signing this document represents that he or she is duly authorized to do so on behalf of the Contractor.

All of the provisions of this document shall be binding on the Contractor and his successors and assigns and shall inure to the benefit of Owner and the County of Hidalgo and their respective successors and assigns.

Executed effective as of the 7th day of September, 2010



Signature

C.W. Downing, Owner

Name and Title

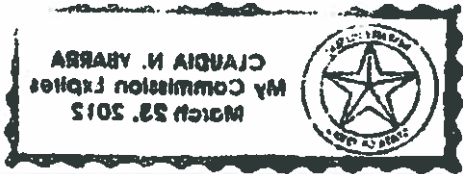
THE STATE OF TEXAS {
 {
COUNTY OF HIDALGO {

This instrument was acknowledged before me on this the 7th day of September, 2010 by C.W. Downing, Owner
(title)
of and on behalf of Valley Boring Service, LLC
(a corporation) (a partnership) (an individual)



Notary Public, State of Texas





CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 16th DAY OF AUGUST, 2010 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: June 15, 2010
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: Valley Boring Service, LLC
OF THE CITY OF Edinburg STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Drainage Improvements to Prairie View Subdivision Phase I Dry Bore Method to Abram Canal Crossing.

CONTRACT NO: 2010-185-06-02-OGG
Located in or near the City/Precinct Of Hidalgo County Precinct No. 3

THIS IS TO CERTIFY"


1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
None
2. That the sum of \$0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.
5. Amount of Original Contract \$92,560.00
Present Amount of Contract \$92,560.00
Total Amount of earned to Date \$92,560.00
Less: previous payments \$ 0.00
Balance \$92,560.00
Authorized deductions \$ 0.00
AMOUNTY OF FINAL PAYMENT \$92,560.00

6. That the final payment in the amount of Ninety-Two Thousand Five Hundred Sixty Dollars and No Cents (\$92,560.00) is now due and payable.



Javier Hinojosa Engineering
By: Javier Hinojosa, P.E.

CONCURRED BY:



Valley Boring Service, LLC
By: C.W. Downing
Title: Owner

CONCURRED BY:

Hidalgo County Judge
By: Rene A. Ramirez
Title: County Judge