

# PRODIGY CONSTRUCTION MANAGEMENT LLC

PRODIGY CONSTRUCTION MANAGEMENT  
 1335 E. Jasmine Ave  
 McAllen, TX 78501

(956) 800-1122x000  
 apalacios@prodigycompany.com

## Invoice

Date	Invoice No.
3/04/2014	1132R
Terms	Due Date
Net 30	2/09/2014

<b>Bill To</b>
Hidalgo County Facilities Management Hidalgo County 1 <sup>st</sup> & 2 <sup>nd</sup> Floor PCM #71013 Attn: Daniel Flores P.O. Box 1356 Edinburg, TX 78539  PO#699379 C-13-276-09-10

Amount Due	Enclosed
\$7,087.97	

Basic Service Compensation amount: 3.5% of construction contract amount = 3.5% x 3,375,220.00 = \$118,132.70  
 Due to Change Order Amount \$81,802.00.

SCOPE OF SERVICES	AMOUNT	% COMPLETED TO-DATE	TOTAL DUE	LESS PREV. PAYMENTS	AMOUNT DUE THIS REQUEST
Construction Management	\$118,132.70	16%	\$18,901.23	\$11,813.26	\$7,087.97

I certify that the above is true and correct to the best of my knowledge.



Alex Palacios-Principal  
 Prodigy Construction LLC

3/5/2014

Date

Owner

Date

Attest

Date



**APPLICATION AND CERTIFICATE FOR PAYMENT**

Wilson Project # 12-561

TO OWNER: Hidalgo County Purchasing Dept  
2812 S. Business Hwy 281  
Edinburg TX 78539

PROJECT: Remodel Administration Building (1st & 2nd  
Floors) at 100 E. Cano St., Edinburg, TX

APPLICATION NO.: Three  
PERIOD TO: 1/31/2014  
Contract No: 12-029-10-23  
Purchase Order: 698457

FROM CONTRACTOR: D. Wilson Construction Company  
P.O. Box 3455  
McAllen, TX 78502-3455  
CONTRACT FOR: General Construction

VIA: Alcocer Garcia Associates, Inc  
George Garcia  
1333 East Jasmine Avenue  
McAllen, TX 78501

CONTRACT DATE: 10/23/2012

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

- 1. ORIGINAL CONTRACT SUM \$ 3,375,220.00
- 2. Net Change by Change Orders 81,802.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) 3,457,022.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on ) 549,586.00

5. RETAINAGE:

- a. 5% of Completed Work \$ 27,479.30  
(Columns D + E on Continuation Sheet)
- b. 5% of Stored Material —  
(Column F on Continuation Sheet)

Total Retainage (Line 5a + 5b or

Total in Column I of Continuation Sheet)

27,479.30  
522,106.70

6. TOTAL EARNED LESS RETAINAGE

(Line 4 less Line 5 Total)

315,855.05

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

\$ 206,251.65

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

\$ 2,934,915.30

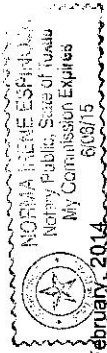
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 8,151.00	\$ —
Total approved this Month	73,651.00	—
<b>TOTALS</b>	<b>81,802.00</b>	<b>—</b>
NET CHANGES by Change Order	\$	\$ 81,802.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: D. Wilson Construction Company

By: 

Date: February 18, 2014



State of Texas, County of Hidalgo

Subscribed and sworn to before me this 18th day of February, 2014



Notary Public Norma Irene Espinoza  
My Commission expires 06/08/15


**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 206,251.65

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: 

Date: 2-19-14

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Remodel Administration Bldg

Job # 12-561

Retainage: 5%

Application No.: Three  
 Application Date: 1/31/2014  
 Period From: 1/1/2014  
 To: 1/31/2014

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
CO 01	Add Thermal insulation above ceiling	2,596.00	—	—	—	—		2,596.00	
	Contract sum	3,457,022.00	332,479.00	217,107.00	—	549,586.00	16%	2,907,436.00	27,479.30

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3.1 The Construction Manager shall perform all of the Basic Services set forth in Attachment A. The Basic Services shall be performed under and in accordance with this Agreement and the Construction Contract Documents.

ARTICLE 4  
COMPENSATION

4.1 BASIC SERVICES COMPENSATION. The Owner shall pay the Construction Manager Basic Services Compensation in accordance with the terms and conditions of this Agreement as follows:

4.2 (a) The Basic Services Compensation to the Construction Manager is calculated at (3.5) percent of the final cost of construction. Owner provided estimated construction budget is \$3,314,000.00.

(b) Payment to the Construction Manager shall be based on the Design Consultant's monthly progress reports submitted to the Owner. The Design Consultant's monthly progress report shall indicate the percent completion of the work by the Contractor under the Contractor's contract with the Owner during the previous month. On or before noon of the first Monday of each month during the performance of construction services by the Contractor, the Design Consultant's shall submit to the Owner the percent completion of the construction work by the Contractor under the Contractor's contract with the Owner (the "Design Consultant's Monthly Construction Percentage"). Monthly payment of Construction Manager Basic Services Compensation shall be the product of the Construction Manager Basic Services Compensation percentage (as defined in Article 4.2 (a) hereof) multiplied by such month's Design Consultant's Monthly Construction Percentage and the amount of the Contractor's Construction Contract (such product as used herein the "Monthly Construction Manager Payment"). The Owner shall review each such Design Consultant's Monthly Contractor Percentage and may make such exceptions as the Owner reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners' Court of Owner approves the Design Consultant's Monthly Construction Percentage and the Monthly Construction Manager Payment as aforesaid, the Owner shall make payment to the Construction Manager of the Monthly Construction Manager Payment.

(c) The Owner reserves the right to add other work to the Scope of Services of the Construction Manager hereunder, and adjust the fees of this Agreement by a reasonable amount, which shall be agreed to in writing by the Owner and the Construction Manager.