



Horizon Montessori Public Schools

Where Leaders are Made...

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General Services Contract between South Texas Educational Technologies dba Horizon Montessori Public Schools and Gustavo Palacios, Palacios Drywall

Gustavo Palacios, Palacios Drywall, henceforth known as "Contractor," and Horizon Montessori Public School (HMPS), henceforth known as "Charter School," are entering into this contract on **October 26, 2020**, for the purposes of establishing the provisions to provide **Removal & Cleanup Services** on property located at 2319 N. Grand Blvd., Pearland, Texas 77581.

- HMPS, agrees to the proposal amount of **\$9,700** and payments will be issued upon completion of services provided by **Palacios Drywall** to be performed at the above address.
- Pursuant to the proposal, and the changes listed above, **Palacios Drywall** "contractor" agrees to complete all work promised. Price includes:

| Item | Description | Unit Price | Quantity | Amount |
|---------|--|------------|--------------|------------|
| Service | Remove carpet, clean and place in dumpster | 1.00 | \$1,900.00 | \$1,900.00 |
| Service | Remove door frame and clean | 1.00 | \$1,200.00 | \$1,200.00 |
| Service | Remove ceiling from each room & auditorium | 1.00 | \$5,700.00 | \$5,700.00 |
| | | | GRAND TOTAL: | \$9,700.00 |

AGREE TO PAYMENT:

HMPS agrees to pay **Palacios Drywall** according to the following plan:

PAYMENT= Services will be paid as completed with a retainage of 10%. Payments will be determined based on work completion which will include a **Project Percent Completed** form that **Palacios Drywall** will complete and submit for draws the **Project Percent Completed** form will be approved by Mr. Nicholas Cottrell and Mr. Alim Ansari. Project Percent Completed forms and invoices must be submitted to receive progress payment(s). Invoice terms net 30 days.

Each payment draw will require a **Conditional Waiver and Release on Progress** form, affirming that all sub-contractors, employees, vendors, material and supplies that **Palacios Drywall** occupies have been paid and are being paid to-date.

Remaining payment rendered upon completion, estimated date no later than **November 13, 2020**, should there be any extenuating circumstances enabling the completion of services by this date, HMPS should be notified in writing 10 days prior of the completion date of **November 13, 2020**.

| Description | Amount | 10% Hold | Amount to be paid as completed |
|--|------------|----------|--------------------------------|
| Remove carpet, clean and place in dumpster | \$2,800.00 | \$280 | \$2,520.00 |
| Remove door frame and clean | \$1,200.00 | \$120 | \$1,080.00 |
| Remove ceiling from each room & auditorium | \$5,700.00 | \$570 | \$5,130.00 |
| GRAND TOTAL: | \$9,700.00 | \$970 | \$8,730 |

***There will be a retainage of 10% until the certificate of occupancy is issued by the City of Pearland, Texas.**

FINAL PAYMENT = At 100% completion (\$970) AND with approval and receipt of occupancy permit from City of Pearland, Texas.

PROJECT DATE(S), CHANGES AND AGREEMENT(S)

Palacios Drywall will be responsible for all materials and equipment necessary for the completion of the job, which **Palacios Drywall** agrees to and is included in the proposal, or were added with the changes listed above.

In the event that there are *changes, modifications or additions* to the agreed upon work described herein, a **Change Order** form must be submitted for approval prior to the work being initiated. HMPS agrees to reimburse **Palacios Drywall** for additional materials/supplies upon submitting the Change Order and supplying receipts.

Palacios Drywall agrees that service will begin no later **October 26, 2020** and with an estimated date of completion of **November 13, 2020**.

Palacios Drywall agrees that any delays and/or changes not agreed to in this document must be discussed with HMPS before work is to continue.

Palacios Drywall will ~~will not~~ be using any sub contractors for this project. If they should choose to do so, it is with the understanding that payment to the subcontractors is the sole responsibility of **Palacios Drywall**. **Proof of payments must be submitted with draw request for materials and labor.**

Palacios Drywall agrees to hold an insurance policy worth **\$1,000,000**, general liability and workers compensation insurance which will cover equipment, materials and all employees and/or subcontractors. Performance Bond must be attained on project/contract (***proof of insurance and performance bond are required upon signing of contract***). If either is not received, contract may void or null.

Palacios Drywall agrees that they will remove all debris, equipment, materials, etc. from the location upon completion of the service.

Palacios Drywall agrees that all employees and/or subcontractors will be legally permitted to work in the United States.

Palacios Drywall agrees that they will comply with the Davis Bacon Act on payroll to employees.

Invalidity or unenforceability of one or more provisions of this agreement shall not affect any other provision of this agreement.

Contracted services for the next project, "Drywall Services", cannot begin until services for "Removal & Cleanup Services" are 100% completed and reviewed for approval.

This contract is subject to the laws and regulations of the state of Texas, county of Brazoria.

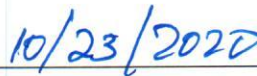
Name of Owner/Manager

Palacios Drywall



Mr. Alim Ansari, Superintendent or Designee
Horizon Montessori Public Schools

Date



Date