



General Services Contract between **South Texas Educational Technologies dba Horizon Montessori Public Schools & First Colony Air**

Horizon Montessori Public School (HMPS), henceforth known as “Charter School,” are entering into this contract on **July 29, 2021 (on or before)**, for the purposes of establishing the provisions of **Building 6** on property located at 2319 N. Grand Blvd., Pearland, Texas 77581.

- Horizon Montessori Public Schools agrees to the proposal amount of **\$29,500(20% upon start of project)**. 70% due will be paid upon completion of services provided and the remaining 10% after permit is received. These services are to be performed at the above address.
- Pursuant to the proposal, and the changes listed above, **First Colony Air** “contractor” agrees to complete all work promised. Price includes:

DESCRIBE WORK, MATERIALS AND LABOR

- A. Professional services to include all materials and labor required for the installation of Brand-new Carrier 20 ton inside and outside Split Unit as well as 30k Heat bit, float switch, and drain pan. All Parts and Labor include a 1-year warranty from **First Colony Air**.

.....**GRAND TOTAL: \$29,500.00**

AGREE TO PAYMENT:

Horizon Montessori Public Schools agrees to pay **First Colony Air** according to the following plan:

FIRST PAYMENT=20% down upon start of project, draws will be determined based on work completion which will included a **Project Percent Completed** form. First Colony Air will complete and submit for draws, the **Project Percent Completed** form will be approved by Mr. Ismael Briones and Mr. Alim Ansari. Project Percent Completed forms and invoices must be submitted to receive progress payment(s). Invoice terms net 10 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 **First Colony Air** occupies have been paid and are being paid to-date.

FIRST PAYMENT= 20% (upon start of project) \$5,900.00

SECOND PAYMENT= 70% invoiced at 100% construction document completion form (required) \$20,650.00

FINAL PAYMENT= 10% invoiced at 100% completion AND with approval and receipt of occupancy permit from City of Pearland, Texas in the amount of \$2,950.00

Remaining payment rendered upon completion, estimated date no later than **September 30, 2021**, 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 **September 30, 2021**.

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

First Colony Air will be responsible for all materials and equipment necessary for the completion of the job, which **First Colony Air** 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

approved **Change Order** forms to **First Colony Air** for additional materials/supplies upon submitting the Change Order and supplying receipts.

First Colony Air agrees that service will begin on **July 29, 2021 (on or before)** and with an estimated date of completion of **September 30, 2021.**

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

First Colony Air 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 **First Colony Air**. **Proof of payments must be submitted with draw request for materials and labor.**

First Colony Air agrees to hold an insurance policy worth \$2,000,000, 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.

First Colony Air agrees that they will remove all debris, equipment, materials, etc. from the location upon completion of the service.

First Colony Air agrees that all employees and/or subcontractors will be legally permitted to work in the United States.

First Colony Air agrees that they will comply with the Davis Bacon Act and all applicable Construction regulations. (34 CFR 76.600-75618) regarding payroll to employees.

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

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

TIN VAN HA 08/05/21
Name of Owner/Manager Date
First Colony Air

Mr. Alim Ansari 08/05/2021
Mr. Alim Ansari, Superintendent or Designee Date
Horizon Montessori Public Schools