

**CONTRACT NAME: AGREEMENT BETWEEN IMC  
PAINTING, INC. AND DAVIS JOINT UNIFIED SCHOOL  
DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This is an agreement between IMC Painting, Inc. and DJUSD to provide the necessary labor and materials to repair the exterior siding at Birch Lane Elementary School.

**FISCAL IMPACT:** The cost of this repair work is \$1,585, allocated in the Routine Restricted Account.



**3756 Oakland bay Dr  
West Sacramento ca 95691**  
Phone: (916) 870-3396 Fax: (916) 372-8042  
<http://www.imcpainting.com>

Date: July 20, 2017

Proposal #: 265  
Estimator: Ismael Morales

Client:  
Mel Nelson  
526 B Street  
Davis, Ca 95616  
Email:

Home Phone: (530) 757-5300  
Work Phone:  
Cell:  
Fax: (530) 757-5319

Re: Exterior siding Repair for Birch lane Elementary School, Davis Ca

In regards to the at the above referenced property, **IMC Painting Inc.** will provide the necessary labor and/or materials to prepare, prime and paint/stain the exterior as detailed below.

#### **Detailed Project Specifications**

**Remove siding between portable #25 and 26 and replace with new  
Add studs for nailing and finish primer coat and painting**

#### **Items specifically included:**

Labor, materials

#### **Items specifically excluded:**

- N/a

#### **Included Warranty Period:**

**IMC Painting Inc.** warrants labor and materials for a period of 2 years. Responsibility is limited to the supply of labor and materials to correct the defective condition.

This warranty specifically excludes damages caused by accident/abuse, weather conditions such as temperature changes or excessive moisture, defective building materials or faulty workmanship by others.

#### **Preparation:**

- Unless otherwise noted, surfaces to be re-painted/stained will be power washed

- Areas will be protected with drop-clothes as required to prevent damage from over-spray or paint spatters.

**Colors:**

- Colors must be matched to wall
- Custom colors and/or color matching can be provided at no extra charge.
- Choice of color may affect the number of coats required for adequate coverage.  
If beyond the scope of work specified above a Change Order may be required.

**Change Orders:**

Work crews are not authorized to complete work beyond the detailed specifications above without a written and signed change order. Please contact our office for an estimate on any additional work.

**Cost:**

All of the above work to be completed in a workmanlike manner for the sum of:

**Exterior Painting**

**\$1574.82**

\*Costs do not include taxes where applicable.

**Payment Schedule:**

Payments can be made to our office or job foreman by cash, check or money order on the dates specified below:

**Acceptance:**

The undersigned proposes to furnish materials and labor to complete the work mentioned above, for the amount in said proposal, and according to the terms thereof:

Ismael Morales (Project Estimator): \_\_\_\_\_

Dated and Signed: \_\_\_\_\_

I acknowledge and accept the terms and conditions of this proposal.

Mel Nelson (Client): \_\_\_\_\_ 

Dated and Signed: \_\_\_\_\_

*Open Purchase order #180073*



# DJUSD

DAVIS JOINT UNIFIED  
SCHOOL DISTRICT

John A. Bowes, Ed.D.  
Superintendent

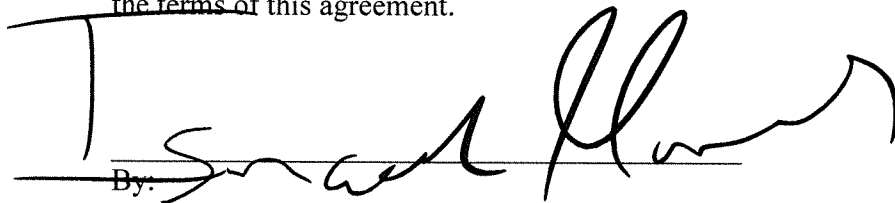
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526 B Street ♦ Davis, CA 95616 ♦ (530) 757-5300 ♦ FAX: (530) 757-5323 ♦ [www.djUSD.net](http://www.djUSD.net)

## INDEMNIFICATION:

Insofar as permitted by law, DJUSD shall assume the defense and hold harmless IMC Inc. Painting & Drywall and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of DJUSD, its officers, agents or employees, arising out of its performance under the terms of this agreement.

Insofar as permitted by law, IMC Inc. Painting and Drywall, shall assume the defense and hold harmless DJUSD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of IMC Inc. Painting and Drywall, its officers, agents or employees, arising out of their performance under the terms of this agreement.

By: 

Date: \_\_\_\_\_