

**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



DJUSD

DAVIS JOINT UNIFIED
SCHOOL DISTRICT

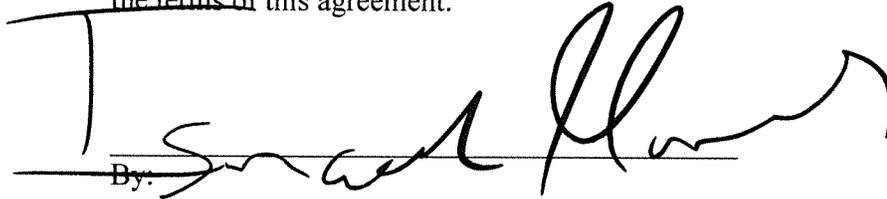
John A. Bowes, Ed.D.
Superintendent

526 B Street ♦ Davis, CA 95616 ♦ (530) 757-5300 ♦ FAX: (530) 757-5323 ♦ 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: _____