



MOORPARK UNIFIED SCHOOL DISTRICT
5297 Maureen Lane, Moorpark, CA 93021
(805) 378-6300 Fax: (805) 531-6456

PUBLIC WORKS CONTRACT FOR SERVICES
Under the California Uniform Public Construction Cost Accounting Act
(Not to Exceed \$45,000)

THIS CONTRACT is made and entered into on _____ by and between _____ hereinafter called the Contractor, and the Moorpark Unified School District, hereinafter called the District; and collectively called the Parties.

CONTRACTOR INFORMATION

Contractor Name: _____ Telephone: _____

Contact Name: _____ Fax No.: _____

Title: _____ Email: _____

Address: _____ Contractor's License No.: _____

_____ License Class: _____

DIR Registration No.: _____ Tax I.D. No.: _____

A. The Contractor shall furnish labor and materials to the District in accordance with the terms and conditions of this contract and all contract documents, for a total contract price of:

_____ Dollars and _____ Cents (\$ _____)
(MAY NOT EXCEED \$45,000)

B. The work to be performed by Contractor is described on the "Scope of Work" statement attached hereto and incorporated herein by this reference, and shall be completed in accordance with any standard Specifications for work provided to Contractor by the District.

C. Contractor agrees to commence the work within __N/A__ calendar days after receiving Notice to Proceed from the District, and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within __N/A__ calendar days and/or by _____.

D. All work must be completed within the time limits set forth in this contract. The parties agree that damages for the failure of the Contractor to complete the total work within the time limits required are impossible to ascertain but that the sum of _____ Dollars (\$) per day is a reasonable estimate. Should the work not be completed within the specified time for completion, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of _____ Dollars (\$) for each calendar day of delay in completion.

E. This Contract includes the terms and conditions provided herein under the heading "General Terms and Conditions."

F. **GUARANTEE:** Contractor guarantees that the work done under this agreement will be free from faulty materials and workmanship. Upon receiving notification from District, Contractor agrees to remedy, repair, or replace, immediately, without cost to District and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this contract. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **NONCOLLUSION DECLARATION:** The party making the foregoing bid certifies that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

H. **PREVAILING WAGE AND LABOR CODE REQUIREMENTS:** No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015), or may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015), unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. All public works projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District, and are also available at www.dir.ca.gov. Contractor shall post these rates at the job site. Contractor shall ensure that all subcontractors adhere to this provision. In addition, Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. All contractors and subcontractors must keep accurate certified payroll records of employees and shall furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). Willful failure to comply may result in penalties, including loss of the right to bid on or be awarded public works contracts.

I. **FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.

IN WITNESS HEREOF, the Parties have executed this agreement, including all contract documents as indicated below, which are made a part hereof. Contractor may not commence any work, and Notice to Proceed will not be given, until all contract documents and requirements are fully executed and received by the District.

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Scope of Work | <input checked="" type="checkbox"/> Subcontractor List | <input type="checkbox"/> Payment Bond |
| <input type="checkbox"/> Specifications | <input checked="" type="checkbox"/> Certificate/Prevailing Wage | <input type="checkbox"/> Performance Bond |
| <input type="checkbox"/> Drawings | <input checked="" type="checkbox"/> Certificate/Liability Insurance | <input checked="" type="checkbox"/> Certificate/Fingerprinting |
| <input type="checkbox"/> Supplemental Conditions | <input checked="" type="checkbox"/> Certificate/Workers Compensation Insurance | <input checked="" type="checkbox"/> Purchase Order |
| <input type="checkbox"/> Proposal dated _____ | | Number |

CONTRACTOR

Authorized Signature

Printed Name:

Dated:

MOORPARK UNIFIED SCHOOL DISTRICT

By _____

Latasha D Jamal
Director of Fiscal Services,
Business Division

Dated: _____

GENERAL TERMS & CONDITIONS

1. **WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
2. **JOB WALK/SITE INSPECTION:** The Contractor hereby warrants that it is fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved, including all measurements, specifications and conditions affecting the work, so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
3. **LABOR, MATERIALS, AND EQUIPMENT:** The Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, materialmen, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications and/or scope of work statement, if any, or as described in this contract.
4. **DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects to supply sufficient materials or workers to complete the work, as determined by the District, for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
5. **TERMINATION:** The District may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work if the Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence, as determined by the District, to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and the District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had contractor completely performed the work, Contractor shall immediately pay the amount of excess to the District, failing which recourse may be made immediately to Contractor's bond. In case the District requires Contractor to discontinue work under this agreement as provided in this agreement, Contractor agrees to waive and hereby does waive all claims against the District for profits, loss, or damages on the uncompleted work.
6. **DISCONTINUANCE:** The District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient, to discontinue permanently the work being done under this agreement by sending a written notice to Contractor to do so, and the Contractor shall then discontinue the work. However, in this event the District shall pay to the Contractor the full amount to which Contractor shall be entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance, the amount to be determined by the District.
7. **EXCUSABLE DELAY:** The District may, at its sole discretion, grant the Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the Parties to this contract if the Contractor presents a request for a time extension to the District in writing within 5 days of the event or occurrence for which the extension is sought, providing satisfactory evidence to establish that fault, negligence, or neglect by Contractor did not, in whole or in part, cause the delay or non-performance. Unless such request for time extension is made as required, Contractor's claims shall be forfeited and invalidated and it shall not be entitled to time extensions to complete the contract.
8. **TIME:** Time is of the essence in this agreement.
9. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
10. **SUBCONTRACTORS:** Subcontractors engaged by the Contractor, if any, shall be engaged subject to the prior written approval of the District. Contractor shall be responsible for all operations of the subcontractors and for all subcontractors' compliance with the terms of this contract. This agreement shall not be construed as creating a contractual relationship between the District and subcontractors, if any.
11. **APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code Section 1777.5 et. seq. for apprenticeable occupations.
12. **PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's, principal place of business.
13. **HEALTH AND SAFETY:**
 - a. **Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinances, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property or their protection from

damage, injury or loss and shall insure that all completed work satisfies all applicable safety standards. Contractor shall erect and maintain as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard, promulgating safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of the District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinances, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has no duty to do so, the District may notify Contractor upon discovery of a safety standard violated and, whenever so notified, Contractor shall immediately correct the unsafe practice or situation upon receiving such notice. The District retains the right, in its sole discretion, to shut down the work until any unsafe practice or situation is corrected, in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. The District retains the right, in its sole discretion, to assess Contractor a fine of one hundred dollars per day for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is within the sole discretion of the District.

b. Drug and Alcohol Use: Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any contractor, contractor's employee, subcontractor, subcontractor's employee or associate.

c. Hazardous or Toxic Substances: Contractor shall notify the District in writing if performance of this contract may result in exposure of any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.

d. Scheduling: Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by the District.

14. ASBESTOS AND OTHER HAZARDOUS MATERIAL: Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the District. The work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.

15. SAFETY DATA SHEETS: Contractor shall make Safety Data Sheets (formerly known as Material Safety Data Sheets) available in a readily accessible place at the work site for any material requiring a Safety Data Sheet pursuant to the Federal Hazard Communication Standard or Employees' Right-to-Know laws. Safety Data Sheets shall be in the format aligned with the United Nations' Globally Harmonized System of Classification and Labeling of Chemicals (GHS) according to 77 FR 17574 as published in the Federal Register in March 2012. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.

16. PROTECTION OF WORKERS, PROPERTY AND WORK: The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for the protection of workers and the public, and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion to prevent threatened loss or injury.

17. DAMAGE TO DISTRICT PROPERTY: Contractor shall restore District owned property damaged as a result of carrying out any portion of this contract to its original condition at the Contractor's expense. Contractor shall notify the District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in a unauthorized and /or unsecured manner.

18. INDEMNIFICATION: The District shall not be liable for, and Contractor shall defend and indemnify District against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its subcontractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees.

19. INSURANCE: Contractor shall, at its own cost and expense, procure all required insurance from a company or companies acceptable to the District. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming the District, its employees and school board members as additional insureds. Contractor shall insert a provision substantially similar to the requirements of this article in any subcontract covering any portion of the work and shall require the subcontractor to take out and maintain such insurance and to file proof of compliance as stated above, and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the

contract, and maintain the insurance at all times during the life of this contract:

a. Comprehensive General Liability Insurance that shall name the District as an additional insured and shall protect Contractor and the District against any liability or claims arising from death, bodily injury, personal injury, or damage to property resulting from actions, failures to act, operations or equipment of the insured, or by its employees, agents or consultants, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$3,000,000.00 per occurrence with an aggregate not less than the required per occurrence limit applying to bodily injury, personal injury, and property damage, or any combination of the three. Any deductibles must be declared to and approved by the District.

b. Commercial Automobile Liability Insurance that shall name the District as an additional insured. The amount of insurance coverage shall not be less than \$1,000,000.00 combined single limit.

c. Workers Compensation Insurance in statutory form to protect the Contractor or subcontractor from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Workers' Act. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable State and Federal statutes and regulations. The Contractor shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the contract documents.

20. **BONDS:** The District shall have the right to require Contractor to furnish both a Performance Bond and a Payment Bond. Each bond shall be in an amount equal to 100% of the total price for this contract. If the total price of this contract exceeds \$25,000, the Contractor shall provide a Payment Bond, per Civil Code Section 3247. Such bond or bonds required of the Contractor for this contract, shall be in the form and amount as the District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by Contractor and shall be issued by a surety admitted to issue bonds in California.

21. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract. Contractor shall remove from the work any employee deemed incompetent or unfit by the District and shall not again employ that employee on the project except with written consent of the District.

22. **SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in the performance of this contract.

23. **CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of the District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation, and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, taxes and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees, and subcontractors.

24. **PERMITS AND LICENSES:** Contractor shall acquire all necessary permits, and shall secure and maintain in force all licenses and permits required by law, to perform this contract.

25. **OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptance of any part of the work covered by this contract, nor shall occupancy extend the date specified for completion.

26. **ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.

27. **PAYMENT:** Contractor shall provide monthly invoices for work completed on the project. Contractor shall submit original hardcopy invoices to the Facilities Services Department, 359 S. Victoria Avenue, Ventura, CA 93003. The District shall make payment to Contractor within thirty (30) days of receipt of a proper approved invoice from the Contractor, which invoice shall set forth in reasonable detail the work performed for the period. Final payment to Contractor shall be made within thirty (30) days after completion and acceptance of the project by the District.

28. **ANTI-DISCRIMINATION:** Contractor, and subcontractors hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, gender, gender identification, sexual orientation, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act as stated in Government Code sections 12900 et. seq. and Labor Code section 1735.

29. **INSPECTION:** The District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for observation and inspection of the work. The District shall have the right to reject, or require correction of, materials and /or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to the District. The District reserves the right to determine, in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed, by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If the District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If, however, the District determines that the work meets the requirements of the contract, the District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.

30. **CLEAN-UP:** Contractor shall complete clean-up and removal of spills, extra or unused material, debris, rubbish, trash, and/or implements of service that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers or dumpsters located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for

disposal of waste materials. Contractor shall ensure that the project site is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.

31. **CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a change order from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations from, or omissions to the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations, or omissions shall be made except on the District's written request. Any such alterations, deviations, or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work. **Change orders may not cause the total aggregate cost of the project to exceed \$45,000 or the project will become subject to competitive bidding.**

32. **INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties, and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.

33. **CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed pursuant to the Business and Professions Code, and regulated by the Contractors' State License Board.

34. **NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing, upon the earlier of delivery or 5 days following deposit in the U.S. Mail, first-class postage prepaid and addressed to the party at the address contained in the contract. Such address may be changed by written notice from one party to the other as necessary.

35. **GOVERNING LAW AND VENUES:** This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

36. **ATTORNEYS FEES:** In the event of litigation between the parties, or if a party becomes involved in litigation because of wrongful acts of the other party, the court will award reasonable attorney's fees and costs to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees and costs incurred in good faith.

37. **CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.

38. **SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this end the provisions of this contract are severable.

39. **KEYS:** All keys to District facilities that may be provided to Contractor during the course of the project, shall be returned to the District and accounted for before final payment will be made to Contractor. Contractor shall not duplicate or cause to be duplicated any keys provided to Contractor. Contractor will be held responsible for any keys lost, stolen, not returned or signed off. Contractor will bear all costs for re-keying all locks due to keys not returned.

END OF GENERAL TERMS & CONDITIONS