



GENERAL CONDITIONS FOR CONSTRUCTION

FACILITIES & PROCUREMENT SERVICES

**CALIFORNIA INSTITUTE OF TECHNOLOGY
PASADENA, CA 91125**

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GENERAL CONDITIONS

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GENERAL CONDITIONS

CONSTRUCTION CONTRACTS

1. Contract Documents

The Contract Documents consist of the Purchase Order (PO) with any referenced attachments including the Scope of Work, the General Conditions: Construction Contract if any, Indemnification and Insurance documents, applicable bond forms if requested, any alterations to the General Conditions, any special provisions of the General Conditions (which may include by example, but are not limited to, the “Drug-Free Workplace Policy” and the “Americans with Disabilities Act Certification”) and any other government requirements applicable to and flowed down by the contract, the drawings, the specifications, all addenda issued prior to execution of the contract and all modifications of the contract, issued after formation.

The Contract Documents represent the entire agreement between the parties, no other agreements either written or oral, pertaining to the work to be performed under this contract or PO; will be used to understand this contract or PO. The contract or PO may only be modified by a written amendment to the contract or PO signed by the authorized part or parties. The Contract Documents are complementary, that which is called for by any one shall be as binding as if called for by all.

2. Definitions

“**Caltech**” (or owner) means the California Institute of Technology or Institute”

“**Associate Vice President Facilities,**” shall mean the person at California Institute of Technology, (Caltech) ultimately responsible for all “technical,” aspects of construction, and construction related activities, for Facilities Management, Design and Construction, Security, Environmental Health and Safety, Mail Services and Graphic Resources.

“**Director (or Senior Director Facilities,)**” shall mean the person designated by the Associate V. P. Facilities, to supervise and manage the “technical” staff responsible for construction and construction related projects at Caltech.

“**Project Manager (or Senior Project Manager)**” shall mean the person designated by the Director, to supervise and manage the “technical” aspects of construction and construction related projects at Caltech.

“**Director Procurement Services,**” shall mean the person at Caltech ultimately responsible for all “procurement/contractual,” aspects of construction, and construction related activities, for Campus Operations and Maintenance, Design and Construction, Central Plant, Security, Central Engineering Services, and Buildings and Grounds.

“**Contracting Officer (or Senior Contracting Officer),**” shall mean the person designated by the Director Procurement Services, to supervise and manage the “contractual” aspects of construction and construction related projects at Caltech.

“Contractor” is the person or organization and its authorized representatives having direct contractual relation with Caltech for execution of the work as called out in the scope of work.

“Work” of the Contractors or Subcontractors includes all labor or tools or materials or equipment and transportation necessary for the execution and completion of the contract or purchase order.

“Project” is the total construction designed as the benefit of the bargain of Caltech for which the Work performed under the Contract Documents may be the whole or a part.

3. Contractor's Warranty as to Performance

The Contractor -- referred to here as if singular in number and masculine in gender -- warrants that he is familiar with the codes applicable to the Work and that he has the skill, knowledge, competence, organization, and plant to execute the Work promptly and efficiently in compliance with the requirements of the Contract Documents. The Contractor has the obligation to keep a competent superintendent on the work during its progress, to employ only skilled mechanics, and to enforce strict discipline and good order among his employees. The Contractor, himself, is responsible for seeing that the work is installed in accordance with the Contract Documents. Failure or omission on the part of other representatives of Caltech to discover or to bring to the attention of the Contractor any deviation from, omission from, or noncompliance with the Contract Documents shall not be set up by the Contractor as a defense for failure on his part to install the Work in accordance with the Contract Documents or for any other neglect to fulfill requirements of the contract or purchase order; nor shall the presence of any other representative of the Caltech at the site or the fact that any one of them may have examined the Work or any part of it, be set up as a defense by the Contractor against a claim for failure on his part to install the Work in accordance with the Contract Documents or for any neglect to fulfill requirements of the contract or purchase order. No requirement of this contract or purchase order may be altered or waived except in pursuance of a written order of Caltech and in strict accordance with the provisions in the contract or purchase order or changes in the Work.

4. Discovering and Correcting Defective or Incomplete Work

(a) In the event that the Contractor covers, conceals or obscures its work in violation of the Contract or purchase order or in violation of a directive from Caltech or the Architect, such work shall be uncovered and displayed for Caltech's or Architect's inspection upon request, and shall be reworked at no cost in time and money to Caltech;

(b) If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph 4 (A) above, it shall, if directed by Caltech or the Architect, be uncovered and displayed for Caltech's or Architect's inspection. If the uncovered work conforms strictly with the Contract or purchase order, the costs incurred by the Contractor to uncover and subsequently replace such work shall be borne by Caltech. Otherwise, such costs shall be borne by the Contractor;

(c) The Contractor shall, at no cost in time or money to Caltech, correct work rejected by Caltech or by the Architect as defective or failing to conform to the Contract or

purchase order. Additionally, the Contractor shall reimburse Caltech for all testing, inspections and other expenses incurred as a result thereof;

(d) In addition to its warranty obligations set forth elsewhere herein, the Contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twelve (12) months following final completion upon written direction from Caltech;

(e) Caltech may, but shall in no event be required to, choose to accept defective or nonconforming work. In such event, the Contract or purchase order Price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work, and (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract or purchase order Price, if any, is insufficient to compensate Caltech for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from Caltech, pay Caltech such remaining compensation for accepting defective or nonconforming work.

(f) Except as otherwise specifically provided, all work shall be guaranteed for a period of not less than one (1) year from the date of acceptance of the complete work. However, neither the final certificate nor payment nor any provisions in the Contract Documents shall relieve the Contractor of responsibility for faulty materials, faulty workmanship, or omission of the Contract or purchase order Work, and he shall remedy any defects or supply any omissions resulting therefrom and pay for any damage to other Work resulting therefrom. Caltech shall give notice of observed defects or omissions with reasonable promptness.

5. Time Limits

All time limits stated in the Contract Documents are of the essence of the Contract or purchase order. All claims for extension of time shall be made in writing to the Project Manager, no more than twenty (20) days after the occurrence of the delay, otherwise they shall be waived.

6. Assignment

Contractor shall not assign this contract or purchase order or any portion thereof or any interest therein without the consent in writing of Caltech.

7. Subcontractors

Includes only those having direct contact with the Contractor to furnish material and work to a special design according to the plans and specifications for the work. Nothing contained in the Contract Documents shall create any contractual relations between Caltech and any Subcontractor. The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the contract or purchase order. Contractor shall request and receive approval of the cognizant Project Manager prior to any more than two (2) tier subcontracting.

8. Omissions from Documents and Verification of Drawings and Existing Conditions

Contractors shall carefully study and compare all drawings, specifications and other information including the measurement of work already in place and shall immediately report to the Project Manager for rectification of any error, discrepancy or omission from the Contract Documents of express reference to any labor or materials reasonably to be inferred therefrom and necessary for the proper execution of the work. In addition, Contractor shall notify the Project Manager of any conditions known pertaining to the site, soil, the portions of Work, or the laws or ordinances governing the Work that should be properly known to the Project Manager.

9. Maintaining Existing Services in Operation

Contractor shall carefully investigate all conditions within the working limits pertaining to utilities or service piping or wiring in use or forming continuations of systems required for other buildings and/or the new building and improvements on the site. If such lines interfere with his work whether indicated to be rerouted or not, he shall notify the Project Manager who will issue instructions before proceeding with the work. Contractor shall be responsible for any and all damage to such lines and services and shall maintain such services in operation until completion of his work.

10. Rubbish

Contractor shall not allow waste material or rubbish to accumulate on the premises, but shall promptly remove the same, and at the completion of the work, shall thoroughly remove all rubbish, scaffolding and surplus material, and leave the premises thoroughly cleaned and ready for use. Should the Contractor require a bin for waste the Contractor will use a City of Pasadena approved waste hauler.

11. Independent Contractor

Contractor is an independent Contractor and its employees are under its complete direction and control and are not Caltech's employees for any purpose.

12. Employees and Workmanship

Only personnel thoroughly trained and skilled in the tasks assigned to them may be employed on any portion of the Work. Any employee found to be unskilled or untrained in his or her work shall be removed from the Work. In addition, the Contractor shall so schedule the Work as to ensure efficient and uninterrupted progress and to hold to an absolute minimum the cutting and patching of new work and shall so schedule construction performed by Subcontractors so that each installation or portion of the construction shall member with and join with every other new or old work as required for a complete installation all according to accepted good construction practice, and all included in the contract or purchase order price. Note also, that when Municipal County, State, or Federal Laws require that certain personnel be licensed that all such personnel employed by the Contractor or Subcontractors on the Work shall be so licensed.

13. Permits, Notices and Rules

Any type of Permit from the City, County, or any other Agency, if required, shall be obtained by Caltech or the Contractor. If obtained by the Contractor Caltech will reimburse the Contractor for the cost of the permit with no mark-up in cost.

14. Patents, Royalties and Fees

The Contractor shall pay for all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save Caltech harmless from loss on account thereof. In addition, the Contractor must be licensed as required by the laws of the State of California or the site of the Work, and must be qualified by submission and approval of the Qualification Questionnaire from Caltech when requested. In addition, the Contractor must comply with the provisions of the Workman's Compensation Act and Federal, State, County and City Laws relating to hours of labor.

15. Separate Contracts

Caltech reserves the right to let other contracts or purchase orders in connection with this Work. The Contractor shall afford other contractors reasonable opportunity for the introduction of storage of their materials and the execution of their work and shall properly connect and coordinate its work with theirs. If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Project Manager any defects in such Work that it may render it unsuitable for such proper execution of results. In the absence of notice to the Project Manager, if Contractor proceeds without giving notice, Contractor shall be held to have accepted the Work or material, and the existing conditions, and shall be responsible for any defects in its own work that result.

16. Protection of Work and Property

The Contractor shall continuously maintain adequate protection of all its Work from damage and shall protect all other property from damage, injury, loss arising in connection with the Work regardless of who may be the owner of said property. Contractor shall make good any such damage, injury or loss except to the extent that it is directly resulting from errors in the Contract Documents or caused directly by agents or employees of Caltech.

17. Safety Precautions

The Contractor shall comply with all Cal/OSHA Safety Orders that apply to its business. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods and for any damage which may result from their improper construction, maintenance or operation. Contractor shall erect and properly maintain at all times as required by the conditions in progress of the Work proper safeguards for the protection of workmen and the public and shall post danger warnings against any hazards created by the construction operations. Contractor shall designate a responsible member of its organization on the Work whose duty shall be the prevention of accidents. In any emergency affecting the safety of life or the Work or the adjoining property, the Contractor without special instructions or authorization is to act at its discretion to prevent such threatened loss or injury; however, Contractor shall defer to proper authority.

18. Inspection

Caltech shall have access to the Work in preparation or in progress. If the specifications, Caltech's instructions or applicable legal authorities require any Work to be tested or approved, Contractor shall give Caltech timely notice of its readiness for inspection.

19. Changes in the Work

Project Manager may, by written instructions to Contractor, make changes in the drawings and specifications. The provisions of this contract or purchase order shall apply to all such changes, modifications, and additions. No claim for adjustment of the contract or purchase order price on account of additional work will be recognized, unless substantiated by a written change order issued by Caltech. Should Contractor deem any work extra to the contract or purchase order, it shall notify the Project Manager in writing before proceeding, and in any case within ten days of being called upon to perform it and failure to do so shall constitute a waiver of all claims for adjustment. In no event will any allowance be made to the Contractor for loss of anticipated profits on account of any change in the Work, and no order for change at any time or place shall in any manner or to any extent relieve the Contractor of any of its obligations under the Contract or purchase order.

20. Value of Changes in Contract

Should the Project Manager determine that any alterations in, additions to, or deductions from the work covered by the contract affect the cost of the work, then the contract or purchase order price shall be adjusted on one (1) of the following bases, as selected by Caltech:

- (a) Estimate and acceptance in a lump sum;
- (b) Unit prices named herein or subsequently agreed upon.
- (c) By cost and percentages as follows, in which case the Contractor shall keep an accurate account of the cost of labor and materials.
 - (i) For work performed by a prime Contractor, the actual direct cost of labor, materials, and transportation, plus Fifteen percent (15%) of such direct costs for overhead and profit, to which shall be added payroll taxes, sales tax, insurance and bond costs;
 - (ii) For work performed by a Subcontractor, payment on the same basis as above to which the prime Contractor may add Five percent (5%).
- (d) In case an agreement as to the amount by which the contract or purchase order price shall be varied cannot be reached, Project Manager may order the work to proceed and Contractor shall forthwith proceed and leave the amount of variation to be determined by the Project Manager.

21. Contractor's Claim for Damages or Extension of Time

Should Contractor be damaged or delayed in the prosecution of the Work by the act, neglect or default of Caltech, or by any damage caused by fire or other casualty for which Contractor is not responsible, then the compensation for damage suffered and the amount of that damage shall be determined and awarded by a change order issued by Caltech, and time fixed in the contract or purchase order for the completion of the Work shall be extended for a period equal to the time lost as determined by Caltech, but no such allowance shall be made unless a claim therefore is presented in writing to

Caltech within forty-eight (48) hours of the occurrence of such delay. In case an agreement as to the amount by which the contract or purchase order price shall be varied, or the time period extended, cannot be reached through business negotiations between and Contractor, Caltech may order the work to proceed and Contractor shall forthwith proceed and leave the dispute resolution to be resolved as a contract claim.

22. Contract or Purchase Order Claims

Contractor shall give to Caltech written notice within reasonable time after the happening of any event which the Contractor believes may give rise to a claim for an equitable adjustment in the Contract or purchase order price or the contract or purchase order time. If requested by Caltech in writing, the Contractor shall provide reasonable documentation to substantiate its claim. Contractor agrees to continue performance of the Work during the time any claim is pending, and no claim shall be allowed if asserted after final payment under the contract or purchase order. Claims by either party for damages due to injury or damage to person or property for delay, interference, suspension or interruption of work or for any other damage shall be made in writing to the other party within a reasonable time after the happening of such event or the first observance of such cause for damage. After business negotiation the parties will refer all unresolved claims to the method of resolution specified in paragraph 27, Dispute Resolution.

23. Payments

The Contract or purchase order sum is stated in the contract or purchase order and is the total amount payable by Caltech to the Contractor for the performance of the Work under the Contract Documents. Application for payment shall be submitted with a statement based on the schedule of values, if any, itemized in such form and supported by such evidence as the Project Manager may require showing the Contractor's right to the payment claim. Within Thirty (30) days after approval by the Project Manager and Facilities Finance of application for payment, Caltech will pay Contractor for the work properly invoiced and approved for payment. For PO's and Contracts valued over \$3,000,000 Caltech will pay the Contractor ninety percent (90%) of the value of labor performed and materials incorporated in the Work during the proceeding month. The balance for contracts or purchase orders valued over \$3,000,000, referred to as "retainage", shall be paid forty-five (45) days after completion of all Work and its acceptance by Caltech. Acceptance by Contractor of final payment shall constitute waiver of all claims against Caltech under or arising out of the Contract or purchase order. As a condition precedent to payment, the Contractor shall, if required by Caltech, also furnish to Caltech properly executed waivers of lien, in a form acceptable to Caltech, from all subcontractors, materialmen, suppliers or others having lien rights, wherein said subcontractors, materialmen, suppliers or others having lien rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Applications and waive and relinquish any liens, lien rights or other claims relating to the Project site. Furthermore, the Contractor warrants and represents that, upon payment of the Payment Application submitted, title to all work included in such payment shall be vested in Caltech.

24. Use or Occupancy Prior to Acceptance

Caltech may take partial or entire occupancy of the building or require operation of building equipment prior to acceptance of the building or equipment.

25. Liquidated Damages

Failure of Contractor to complete the Work within the time specified herein subject to an extension granted, will result in damages to Caltech with regard to occupancy, operation and specific benefit of student service function that are hereby communicated to the Contractor and contemplated by the Contractor as nullifying the inherent benefit of Caltech's contractual bargain. Accordingly, such damage being impracticable and difficult to specify and formulate, Caltech and Contractor agree that Contractor shall pay to Caltech a sum specified herein at \$_____ as liquidated damages for each calendar day the Work remains incomplete beyond the time fixed for completion

26. Caltech's Right to Work in Contractor's Default

Should Contractor refuse or fail to prosecute the work with promptness and diligence, or fail to perform any agreement herein contained, Caltech, without prejudice to any other remedy he may have, after forty-eight (48) hours' written notice, may provide any such labor or materials and deduct the cost thereof from any money then or thereafter due under the contract or purchase order.

27. Dispute Resolution

Should any dispute arise, the parties will endeavor to settle the dispute amicably through (i) direct negotiations between designated executives of the involved parties or (ii) mediation conducted in accordance with the American Arbitration Association Construction Industry Rules. If settlement through executive negotiations or mediation proves to be unsuccessful, the dispute will be resolved through arbitration in accordance with the American Arbitration Association Construction Industry Rules. The only proper venue for the submission of Claims is the American Arbitration Association in Los Angeles. The fees and expenses associated with dispute resolution shall be borne equally by Caltech and the Contractor. Any Claim by either party to this Agreement must be brought within the applicable statute of limitations period which will not be tolled by the executive negotiations or mediation proceedings unless the parties otherwise agree in writing.

28. Taxes

The Contractor shall pay all sales, consumer, use and other similar taxes required by law.

29. Indemnification

The Contractor agrees that it will be responsible to the Caltech for, and indemnify and hold harmless Caltech, its trustees, officers and employees from any loss, costs, damage, expense, or liability or any suit or claim therefor, by reason of actual or alleged property damage or personal injury of whatsoever kind or character arising out of, or in connection with the performance of Work hereunder, including any condition of the premises upon which work is being performed, caused by or alleged to be caused by the negligence or other fault of any party, excepting only the sole negligence or willful misconduct of Caltech, its trustees, officers or employees.

30. Insurance

Contractors are to procure and maintain insurance coverages satisfactory to Caltech during the entire performance period of the contract or purchase order including any period of time where completed work is under warranty. The following list of coverages and minimum amounts are required. Reductions in these coverages require approval of the Risk Management Office. The Risk Management Office, in reviewing a request for reduced coverage, may seek the counsel of the Office of General Counsel.

1. Workers' Compensation and Employer's Liability Insurance, as required by applicable Federal and state workers' compensation laws. The Contractor's Employer's Liability coverage shall be at least \$1,000,000.
2. Commercial General Liability Insurance, including completed operations, products, contractual liability, broad form property damage, and personal injury, with appropriate minimum limits shall be a minimum of \$1,000,000. Caltech shall be named as additional insured by way of endorsement.
3. Business Automobile Liability Insurance for all owned, hired and non-owned vehicles, with a minimum combined single minimum limit of \$1,000,000 for all deaths, injuries, and property damage arising from one accident or occurrence.
4. Professional Liability/Errors & Omissions Insurance: If professional operations for design, engineering, testing, or consulting are involved within the scope of work of a purchase order or contract, Professional Liability must be provided for claims arising from any cause or causes including, but not limited to, the Contractor's negligence, errors, omissions, or breach of contract.

Certificates of insurance shall be submitted by the Contractor to the Contracting Officer who shall forward them to the Caltech Risk Manager.

31. Guaranty Bonds

Caltech reserves the right to ask the Contractor for the Contractor's cost for a Performance and Payment Bond to cover the Work. Should Caltech request the Contractor purchase a Performance and Payment Bond Caltech will pay for the cost of the Bond.

32. Liens

Caltech reserves the right to request lien releases for any project regardless of project value. Caltech will require lien releases for projects valued at \$3,000,000 and above. The final payment is not due until Caltech has received all lien releases from the Contractor if lien releases have been requested or required by Caltech. The Contractor shall deliver to Caltech a complete release of all liens arising out of this contract or receipts in full in lieu thereof and in either case an affidavit that as far as he has knowledge or information the release and receipts include all the labor and material for

which a lien could be filed, but the Contractor may if any Subcontractor refuses to furnish a release or receipt in full furnish a bond satisfactory to Caltech to indemnify him against any liens. If such liens or claims remains unsatisfied after payments are made, the Contractor shall refund to Caltech all money that Caltech may be compelled to pay in discharging such liens or claims, including costs and reasonable attorneys' fees.

33. Employment Policy

Acceptance of a contract or purchase order based on these Contract Documents constitutes agreement by the Contractor that he is in fact an equal opportunity employer. It is understood that the provisions of Title VI of the Civil Rights Act of 1964 are hereby included in the contract or purchase order to the end that no person in the United States shall on the grounds of race, color or natural origin be excluded from participation in, be denied the benefits of or otherwise subjected to discrimination under this contract or purchase order. The Contractor agrees to make such reports and to maintain and make available such records as may be required to insure compliance with Article 38, Paragraph (b) and (c). This means permitting access by appropriate State or Federal officials during normal business hours to such facilities, records and other sources of information as may pertinent to ascertain compliance with the regulations.

34. Termination of Contract or Purchase Order

Failure of Contractor to complete the Work within the time specified herein subject to an extension granted, will result in damages to Caltech with regard to occupancy, operation and specific benefit of function that are communicated to the Contractor. If the Contractor persistently fails to perform its contractual responsibilities then Caltech, upon proof that sufficient cause exists to satisfy such action, may without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the Work by whatever method that may be deemed expedient. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to Caltech.

35. Project Records

All project records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any subcontractor, any sub-subcontractor, or material supplier of the Contractor, shall be made available to Caltech or its authorized designee for inspection and/or audit and reproduction upon written request by Caltech. Furthermore, Caltech, or its authorized designee, shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of the contract or purchase order. Project records shall be made available, upon request by Caltech, to any State, Federal or other regulatory authority and any such authority may review, inspect and copy such records. Said project records include, but are not limited to, all drawings, plans, specifications, contracts, change orders, purchase orders, schedules, leases, reports, computer data, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other things which document the Project, its design, its construction, and its cost. Said project records expressly include those documents reflecting the cost of construction to the Contractor.

The Contractor shall maintain and protect these documents for not less than four (4) years after substantial completion of the Project, or for any longer period of time as may be required by law or good construction practice.

If the audit inspection or examination of the project records, in accordance with this article, discloses overpricing or overcharges (of any nature) by the Contractor to Caltech in excess of one percent (1%) of the total contract or purchase order billings, in addition to making adjustments for the overcharges, the reasonable actual cost of Caltech's audit, whether performed internally or by an authorized designee, shall be reimbursed to Caltech by the Contractor.

36. Drug-Free Workplace Policy

(a) Policy

It is the policy of the Caltech to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensation, possession, sale, offer to sell, purchase and/or use of controlled substances in the workplace is prohibited.

Controlled substances are those defined in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812), and as further defined in regulation at 21 CFR 1308.11 - 1308.15. Controlled substances include, but are not limited to, such substances as marijuana, heroin, cocaine, LSD and amphetamines.

(b) Scope

1. As a condition of employment, all employees of Caltech (this includes faculty, staff and student employees) are required to follow this policy.
2. Employees who unlawfully manufacture, distribute, sell, offer to sell, dispense, possess, purchase or use controlled substances in the workplace shall be subject to discipline up to and including discharge from employment. Termination is likely for a violation of this policy even for a first offense.
3. Persons who are not employees of Caltech, but who perform work at the Caltech for its benefit (such as contractors and their employees, temporary employees provided by agencies, visitors engaged in joint projects at Caltech, etc.) are required to comply with this policy. Violation of this policy by such a person is likely to result in their being barred from the workplace even for a first offense.

An employee who is convicted (including a plea of *nolo contendere*) of a criminal drug statute violation occurring in the workplace must notify Caltech of such conviction by informing the proper person in Human Resources within five (5) days after the conviction.

Employees who are concerned about problems related to substance use, abuse and rehabilitation should be aware that the Institute has established an Employee Assistance Program (EAP). This program, which offers confidential, professional counseling and referral service, provides a constructive way for employees to deal with drug-related and other problems voluntarily. Employees who are also students should seek help for similar problems at the Student Health Center.

37. Notice to Contractors

- (a) General Contractors and Electrical, Mechanical HVAC and Plumbing Sub-contractors must attend the preliminary "Job Walk" and the appropriate trade reviews, if applicable and requested by Caltech.
- (b) Bids from General Contractors and Electrical, Mechanical, HVAC and Plumbing Sub-contractors who were not signed attendees at the Job Walk and appropriate trade reviews may be rejected by Caltech, unless granted.
- (c) All Contractors must make prior arrangements with the responsible Project Manager or before arriving on the Campus.
- (d) All buildings are sensitive to dust and noise. Proper arrangements must be made through the Project Manager for the control of these.
- (e) Job sites must be kept clean and safe, and all dust and debris must be controlled within the project area. The job site will be thoroughly cleaned by the Contractor on a daily basis and upon completion of the work.
- (f) Radios or other music generating devices are not permitted in or around occupied buildings.
- (g) Parking space is limited and is often located one to two blocks from the job site. Loading and unloading will be permitted in sensitive areas only when proper arrangements are made through the Project Manager. Parking is permitted only in designated, unrestricted parking spaces.
- (h) Access to the interior of the Campus is controlled by locked bollards. Arrangements for deliveries, etc., must be made through the Project Manager.
- (i) Speed Limit: Five (5) mph on Campus.
- (j) After normal working hour's assistance can be provided by calling Caltech's emergency service (Telephone: 626/395-5000).
- (k) NO utilities may be shut down by Contractor. Notice to Facilities must precede desired shutdown date with sufficient time for Facilities personnel to make safe and proper preparation. Arrangements should be made in the form of a written request to the Project Manager.
- (l) When working in or around buildings, the building air handling systems should be located. To avoid unneeded work stoppages, work should not be conducted near an air handling system unless it is absolutely necessary. If it is necessary to locate work near an air handling system, arrangements should be made through the Project Manager.
- (m) Contractor shall provide adequate guarding, fencing, notices, etc., to prevent unauthorized personnel on the job site.
- (n) All Federal, State and local safety regulations shall be adhered to.

Note: General Contractors, must give a copy of this notice to all subcontractors prior to the start of work.

38. Americans with Disabilities Act Certification

- (a) The Contractor agrees to comply with the provisions of the Americans with Disabilities Act 42 U.S. C. 12101 et. seq. and all implementing regulations.

39. Hot Work Procedure

Scope:

Construction and Maintenance projects being performed on Campus.

Responsible Party:

Contractors or maintenance personnel performing Hot Work

Design and Construction / Central Plant / Campus Operations / Facilities Management

Will issue Hot Work permits to responsible parties.

Procedure:

Hot Work permits shall be obtained from either the Project Manager or the Construction Inspector before the commencement of any operation involving metal burning, cutting, welding, brazing and / or any procedure that produces sparks and heat. If a contractor has any questions regarding Hot Work or whether a permit should be issued, they shall contact the Project Manager or Caltech Inspector.

The applicable procedures on the permit, in addition to any governmental regulations currently in effect, shall be followed.

For all Hot Work, without exception, the General Contractor or Maintenance Employee shall every time hot work is performed:

1. Contact, the **Campus Fire Protection Services** group at extension 6571.
2. Clear the area of any combustible materials.
3. Have a fire extinguisher standing by.
4. Inspect the area after the Hot Work has been completed for fire.
5. Re-inspect the area at least one hour after the hot work has been completed for any signs of fire or the potential of fire.

Completion:

When the Hot Work final inspection is completed the responsible party shall return a signed Hot Work Permit to the Project Manager or Construction Inspector.

40. Telecommunications or Surveillance Equipment Systems or Service

Pursuant to section 889(a)(1)(A) & (B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232), Contractor shall not provide nor cause Caltech to use any telecommunications or surveillance equipment, system, or service (or a component thereof) from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company (or any subsidiary or affiliate of such entities), or an entity owned, controlled by, or connected to The People's Republic of China, as determined by the Secretary of Defense. For additional information about Section 889, please see FAR Clause 52.204-25 (48 CFR 52.204-25).