

**SOUTHERN UNIVERSITY AND A&M COLLEGE  
BATON ROUGE CAMPUS  
REQUEST FOR BID  
TENNIS COURTS (NCAA REGULATION)**

**BID DUE DATE: AUGUST 5, 2024-10:30 AM**

**Architect Project Number: C24-0030**  
**Architect Firm: DOMAIN Architecture**  
*Contacts: Ingrid Williams, Director*  
*Cecelia Li, Architectural Associate*  
11130 Industriplex Blvd., Suite 200, Baton Rouge, LA 70809  
225-216-3770

**MANDATORY PRE—BID CONFERENCE  
AND SITE VISIT:**

**July 19, 2024 @ 10:30 AM**  
Physical Plant Department  
Benjamin H. Kraft Building  
515 James L. Hunt Street  
Southern University  
Baton Rouge Campus  
Site Telephone No. 225-771-4741

**DEADLINE TO SUBMIT INQUIRIES:  
SUBMIT INQUIRIES TO:**

**July 24, 2024 by 5:00 PM**  
**Linda Antoine**  
Email: linda\_antoine@subr.edu

**DEADLINE TO RESPOND TO INQUIRIES July 29, 2024 by 5:00 PM**

*Note: Responses to inquiries/Addenda are posted on LaPAC (LA Procurement Website)  
LA State Procurement website:*

<https://www.cfprd.doa.louisiana.gov/OSP/LaPAC/Agency/outMain.cfm>

*It is the responsibility of the vendor to check LAPAC for addenda.*

*We highly recommend registering with LA State Procurement and LAPAC*

**DEADLINE TO SUBMIT BID:  
SUBMIT BID TO:**

**AUGUST 5, 2024 @ 10:30 AM**  
Linda Antoine, Director  
Southern University Purchasing Department-  
P. O. Box 9534 or James L. Prestage Drive  
J. S. Clark Adm. Bldg. Annex, 1<sup>st</sup>Floor  
Baton Rouge, LA 70813  
Telephone No. 225-771-2804 or 771-4587

**ADVERTISEMENT  
REQUEST FOR BID  
BID #10325**

**THREE (3) TENNIS COURTS (NCAA REGULATION)  
SOUTHERN UNIVERSITY AND A&M COLLEGE-BATON ROUGE**

**BID DUE DATE: AUGUST 5, 2024 @ 10:30 AM**

Sealed bids will be received by Southern University, Baton Rouge, Louisiana, in the Purchasing Office, 8100 James L. Prestage Drive, J. S. Clark Administration Building Annex, South Entrance, First Floor East. Bidders are solely responsible for ensuring timely delivery of their bids. The Southern University Purchasing Department is not responsible for any delays caused by bidders' chosen means of delivery. Failure to meet the bid deadline submittal date and time shall result in rejection of bid.

**MAIL OR HAND-DELIVER BID TO PURCHASING DEPARTMENT NO  
LATER THAN 10:30 AM-AUGUST 5, 2024**

**Mandatory Pre-Bid Conference & Site Visit: July 19, 2024 @ 10:30 am  
Site Visit Location: Physical Plant Department (Southern University Campus)  
Benjamin H. Kraft Building, 515 James L. Hunt Street  
Baton Rouge, La 70813  
Site Visit Location Telephone Number: 225-771-4741**

**Participants shall be in attendance by 10:30 a.m. and sign-in on sheet provided by the Purchasing Department.**

Bidders shall visit the site and be familiarized with the local conditions under which the work is to be performed. No additional compensation will be granted because of unusual difficulties, which may be encountered in the execution of any portion of the work.

Inquiries will be accepted until July 24, 2024 by 5:00 p.m. Inquiries shall be submitted to Linda Antoine at [linda\\_antoine@subr.edu](mailto:linda_antoine@subr.edu)

Responses to inquiries will be posted on LAPAC-LA State Procurement website by July 29, 2024 by 5:00 PM.

Any person requiring special accommodations should notify the Purchasing Office of the type(s) of accommodation required not less than seven (7) days before the bid opening date.

All bids must be accompanied by bid security equal to **five (5%) percent of the sum of the base bid and all alternates, if applicable** and must be in the form of a certified/official check, cashier's check or bid bond, made payable to Southern University and A & M College. Surety represents that it is listed on the current U.S. Department of the Treasury Financial Management Service list of approved bonding companies and that is listed thereon as approved for amount equal to or greater than the amount for which it obligates itself in this instrument. No bid bond indicating an obligation of less than five percent (5%) by any method is acceptable.



The successful bidder shall be required to furnish a **Performance and Payment Bond** written by a company licensed to do business in Louisiana, in an amount equal to 100% of the contract amount and who is currently on the U.S. Department of the Treasury Financial Management Service List.

Bidders shall include the following on envelope of choice: company's name, address, Louisiana contractor's license number, bid number, bid opening date and time.

Bids may be withdrawn by written, telegraphic fax notice or email and received at the address or email address designated in the Invitation to Bid prior to the time set for bid opening, as recorded by date stamp at the Purchasing Office. Bids received after closing time will be returned unopened. Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(a)(1)(c) and/or R.S. 39:1594(c)(2)(d).

The Southern University System is a participant in the Louisiana for the Small Entrepreneurships Program (the Hudson Initiative) and the Louisiana Initiative for Veterans and Service-Connected Disabled Veterans-Owned Business Small Entrepreneurships. Bidders are encouraged to consider participation. A list of certified vendors and additional information can be obtained from website <http://www.ledsmallbiz.com>. Potential participants may also register at this website.

**ALL BID SPECIFICATIONS CAN BE OBTAINED BY ACCESSING THE LA STATE PROCUREMENT WEBSITE**

**<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>**

**We highly recommend registering with LA State Procurement/LAPAC**

Any questions concerning bid documents, please contact Mary Jane Spruel, Assistant Director of Purchasing at (225) 771-2800 or email to [maryjane\\_spruel@subr.edu](mailto:maryjane_spruel@subr.edu)

The University reserves the right to reject all bids and to waive any informalities incidental thereto. Bids will be accepted only from contractors who are licensed under Louisiana R.S. 39:2150-2173 for the classification of: 72130000 General Building Construction; 72000000 Building and Construction, and Maintenance Services; 72131600 Commercial or Industrial Construction.

**SOUTHERN UNIVERSITY & A&M COLLEGE  
AN EQUAL OPPORTUNITY EMPLOYER  
Linda A. Antoine, Director of Purchasing**

**DATE ADVERTISED:**

**JULY 12, 2024**

LOUISIANA UNIFORM PUBLIC WORK BID FORM

10325

TO: Southern University and A&M College

BID FOR: Installation of (3) NCAA Regulation Tennis Courts  
Southern University and A&M College

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by:

Domain Architecture - A Professional Architectural Corporation and dated: June 21, 2024

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging)

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:

Dollars \$

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 Trench drain between courts 4 & 5 for the lump sum of:

Dollars \$

Alternate No. 2 Additional three (3) Courts to match Base Bid for the lump sum of:

Dollars \$

Alternate No. 3 Trench drain between courts 2 & 3 for the lump sum of:

Dollars \$

NAME OF BIDDER:

ADDRESS OF BIDDER:

LOUISIANA CONTRACTOR'S LICENSE NUMBER:

NAME OF AUTHORIZED SIGNATORY OF BIDDER:

TITLE OF AUTHORIZED SIGNATORY OF BIDDER:

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*:

DATE:

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(B)5.

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid.



**TO:** Southern University and A&M College  
 Post Office Box 9534  
 James Prestage Dr-JS Clark Adm. Bldg. Annex  
 Baton Rouge, LA 70810

**BID FOR: Bid Number 10325 Tennis Courts**

**UNIT PRICES:** This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures. **ONLY USE THIS FORM, IF APPLICABLE AND RETURN WITH BID**

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY: UNIT OF MEASURE:		
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY: UNIT OF MEASURE:		
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY: UNIT OF MEASURE:		
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY: UNIT OF MEASURE:		
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY: UNIT OF MEASURE:		
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY: UNIT OF MEASURE:		

**Wording for "DESCRIPTION" is to be provided by the Owner.**  
 All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

**BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto **Southern University and A&M College** (Obligee), in the full and just sum of five (5%) percent of the total amount of this bid, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater that the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

**Installation of (3) NCAA Regulation Tennis Courts  
Southern University and A&M College**

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

\_\_\_\_\_  
PRINCIPAL (BIDDER)

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_  
AUTHORIZED OFFICER-OWNER-PARTNER

BY: \_\_\_\_\_  
AGENT OR ATTORNEY-IN-FACT (SEAL)



**CORPORATE RESOLUTION**

A meeting of the Board of Directors of \_\_\_\_\_, a Corporation organized under the laws of the State of \_\_\_\_\_ and domiciled in \_\_\_\_\_, was held this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and, after discussion, was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_ is hereby authorized to submit bid proposals and execute contracts and/or agreements on behalf of this corporation with Ascension Parish Sheriff's Office.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_, a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
signature of Firm/Company Secretary

\_\_\_\_\_  
Printed Name

**SOUTHERN UNIVERSITY AND A&M COLLEGE  
BATON ROUGE CAMPUS  
REQUEST FOR BID**

**PROJECT: THREE (3) TENNIS COURTS (NCAA REGULATION)**  
**BATON ROUGE CAMPUS**  
**BID DUE DATE: AUGUST 5, 2024 @ 10:30 AM**  
**BID # 10325**

Bids submitted are subject to provisions of but not limited to La.R.S.38 Purchasing Rules and Regulations; Executive Orders; and the General Terms and Conditions, listed in this Invitation for Bid. Southern University reserves the right to award items separately, grouped or on an all or none basis and to reject any or all bids and waive any informalities.

**BIDS MAY BE SENT BY MAIL OR HAND-DELIVERED TO:**

**Bids should be mailed to:**

Southern University  
Purchasing Department  
Post Office Box 9534  
Baton Rouge, Louisiana 70813

**As an alternative, bids may be hand delivered to:**

Southern University  
Purchasing Department  
1<sup>st</sup> Floor East-James L. Prestage Drive  
J. S. Clark Administration Building  
Baton Rouge, Louisiana 70813

**MANDATORY PRE-BID CONFERENCE & SITE VISIT: JULY 19, 2024 @ 10:30 AM**

**INQUIRIES: Inquiries will be accepted through July 24, 2024 by 5:00 PM**

No negotiations, decisions, or actions will be executed by any bidder as a result of any oral discussion with any University employee or State Consultant. Only those transactions which are in writing, sent to **Linda A. Antoine, Director of Purchasing, will be considered as valid.**

**INSTRUCTIONS TO BIDDERS**

**1. Bid Forms**

All written bids, unless otherwise provided for, must be submitted on, and in accordance with forms provided and properly signed in ink. Bids submitted in the following manner will not be accepted:

Bid containing no signature indicating intent to be bound

(1) Bid filled out in pencil

(2) Bid not submitted on University standard forms

Bids must be received at the address specified in the Invitation for Bid prior to bid opening time in order to be considered. .

**2. Envelope (if mailed)**

Bidders are requested to submit bid package in a sealed envelope of your choice that is clearly marked identifying the *company's name, complete address, bid number, time and date of bid opening, and license number, if applicable.*

Bidder is responsible for means of delivery of bid.

**Louisiana Contractors License Number shall be placed on the outside of the envelope.**

**3. Standards of Quality**

Any product or service bid shall conform to all applicable federal, state and local laws, regulations and the specifications contained in the IFB. Unless otherwise specified in the IFB, any manufacturer's name, trade name, brand name, or catalog numbers used in the specifications is for the purpose of describing the quality level, performance and characteristics required. Bidder must specify the brand and model number of the product offered in his/her bid. Bids not specifying brand and model numbers will be considered as offering the exact product(s) specified in the IFB.

**4. Descriptive Information**

Bidders proposing an equivalent brand or model should submit information with bid (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability and compliance with the specifications in the IFB. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product should be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect the item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

**Document will be included with the successful vendor's contact.**



5. **Prices**  
Unless otherwise specified by the Purchasing Department, bid prices must be complete, including transportation, prepaid by bidder to destination. In the event of extension errors, the unit price shall prevail.
6. **Payment Terms**  
Payment is to be made within thirty (30) days after receipt of properly executed invoice, or delivery and acceptance, whichever is later. Delinquent payment penalties are governed by **L.R.S. 39:1695**.
7. **Deliveries**  
Bids may be rejected if the delivery or completion time indicated is longer than that specified in the IFB.
8. **Vendor Invoices**  
Invoices or AIA payment form shall reference the Southern University purchase/release order number, vendor's packing list/delivery ticket, ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order and should show the amount of any prompt payment discount and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier will not be accepted. Terms are net 30.
9. **Tax Information/State of Louisiana**  
Vendor is responsible for including all applicable taxes in the bid prices. Southern University is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc. In accordance with Act Number 1029 of the 1991 Regular Session, effective September 1, 1991 state agencies will no longer be required to pay state sales tax.
10. **New Products**  
Unless specifically called for, all products for purchases must be new (never previously used) and the current model and/or packaging. The manufacturer's standard warranty will apply unless otherwise specified in the IFB.
11. **Contract Renewals, Multi-Year Contracts (if applicable)**  
Upon agreement of Southern University and the contractor, an open-ended requirements contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed thirty six (36) months.
12. **Contract Cancellation**  
Southern University has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure to deliver within time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentations by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provision of state or federal law; (6) any other breach of contract.
13. **AWARD AND EXECUTION OF CONTRACT:**  
The owner shall incur no obligation to the contractor until the contract between the owner and contractor is duly executed. If the contractor is notified of the acceptance of the bid within thirty (30) days of the opening bid date, contractor agrees to execute and deliver to owner, Performance and Payment Bond and Certificate of Insurance, a copy of which is attached to the Contract Documents, within ten (10) working days after notice from the Owner that the instrument is ready for signature.
14. **Fiscal Funding Clause (Renewal Contracts Only)**  
**In accordance with LA R.S.39:1615 (c) and (e), any contract entered into by the State of Louisiana and Southern University shall include the following Fiscal Funding Clause:**  
C. Termination due to unavailability of funds in succeeding years. When funds are not appropriated to support continuation of performance in a subsequent year of a multiyear contract, the contract for such subsequent year shall be terminated. When a contract is terminated under these conditions, no additional funds shall be paid to the contractor as a result of such action. E. With respect to all multiyear contracts, there shall be no provisions for a penalty to the state for the cancellation or early payment of the contract. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. All proposers should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.
15. **Default of Contactor**  
Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the state had determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by

Document will be included with the successful vendor's contact.



the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

**16. Order of Priority**

In the event there is a conflict between the Instructions to Bidders the General Terms and Conditions will govern.

**17. Applicable Law**

All contracts will be construed in accordance with and governed by the laws of State of Louisiana. Vendors shall be in compliance with applicable laws of the State of Louisiana and Federal Laws where applicable, to include licenses, fees and permits. Vendors are responsible for the cost of licenses, fees and permits.

**18. Certification of No Suspension or Debarment (\$25,000 or more)**

By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at [www.sam.gov](http://www.sam.gov).

**Federal Funded**       **Non-Federal Funded**

**19. E-VERIFY** (verification of employees)

Contractor acknowledges and agrees to comply with the provisions of La R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.

**20. Prohibited Contractual Arrangements**

Per Louisiana R.S. 42:1113.a, no public servant, or member of such public servant's immediate family, or legal entity in which he is a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions and provisions.

**21. Discriminatory Boycotts of Israel**

This section applies to procurements with a value of \$100,000 or more and for vendors with five (5) or more employees

**Prohibition of Discriminatory Boycotts of Israel**

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this contract.

**22. Mutual Indemnification**

Each party hereto agrees to indemnify, defend and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

**23. Fair Labor Standards Act**

Contractor shall be in compliance with the **Fair Labor Standards Act 29 USC 201-6**; Establishes minimum wage, overtime pay, equal pay, recordkeeping, and child labor standards for employees or in the production of goods for interstate commerce. **By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof is in accordance with said compliance. United States Department of Labor website: [www.dol.gov/esa](http://www.dol.gov/esa)**

**24. Davis-Bacon Act (\$2,000 or more)**

Contractor shall be in compliance with the **Davis-Bacon Act, 40 USC 276A-7**; ensures that laborers and mechanics employed pursuant to federally funded construction contracts, subcontracts and construction under Federal grants, will be paid wages as determined by the U.S. Secretary of Labor. **By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof is in accordance with said compliance. United States Department of Labor website: [www.dol.gov/esa](http://www.dol.gov/esa)**

**Federal Funded**       **Non-Federal Funded**

**25. Small Business Entrepreneurship Programs**

The Southern University System is a participant in the Louisiana for the Small Entrepreneurships Program (the Hudson Initiative) and the Louisiana Initiative for Veterans and Service-Connected Disabled Veterans-Owned Business Small Entrepreneurships. Bidders are encouraged to consider participation. A list of certified vendors and additional information can be obtained from website <http://www.ledsmallbiz.com>. Potential participants may also register at this website. Businesses include minority and women.

Document will be included with the successful vendor's contact.



**26. Public Works Projects (R.S. 38:2227)**

In accordance with the provisions of R.S. 38:2227; in awarding public works projects, any public entity is authorized to reject a proposal or bid, or not award the contract, to a business in which any individual with an ownership interest of ten percent (10%) or more, has been convicted, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime.

**27. Tobacco-Free Policy**

The use of tobacco products on any Southern University campus is prohibited by students, staff, faculty or visitors in all campus buildings, facilities, or property owned or leased by Southern University System and outside areas of the campus where non-smokers cannot avoid exposure to smoke; on campus grounds, facilities, or vehicles that are the property of the University; and at lectures, conferences, meetings, and social and cultural events held on school property or school grounds. The sale or free distribution of tobacco products, including merchandise on campus or at school events is prohibited.

**28. Equal Opportunity Employer**

Southern University and A&M College Systems of the State of Louisiana is an equal opportunity employer and looks to its contractors, sub-contractors, vendors, and suppliers to take affirmative action to effect this commitment in its operations. By submitting and signing this bid, the bidder certifies that he agrees to adhere to the mandates dictated by Title VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Section 303 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246, as amended; and the Americans with Disabilities Act of 1990. Bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor. Bidder further agrees to keep informed of and comply with all Federal, State, and local laws, ordinances, and regulations which affect his employees or prospective employees. Any person who is a "Qualified Individual with a Disability" as defined by 42 USC 12131 of the American with Disabilities Act who has submitted a bid on this procurement and who desires to attend the bid opening, must notify this office in writing no later than seven (7) working days prior to the bid opening date of their need for special accommodations. If the requested accommodations cannot be reasonably provided, the individual will be so informed prior to the bid opening.

**29. Code of Ethics**

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

**30. Vendor Forms/SU Signature Authority**

The terms and conditions of the SU solicitation and purchase order/contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc. The University's chief procurement officer, or designee, is delegated sole authority to execute any vendor contracts, forms, etc. Departments are prohibited from signing any vendor forms.

**31. Prosecution of Work**

The work is to be done when Southern University is in operation. The contractor shall, therefore, plan the repairs and installation in specifications so as not to interfere with normal operations of the facility and shall exert effort to expedite completion of the work once it has started. It is intended that the work shall be done during normal working hours, however, should work require overtime (Saturday, Sunday and/or night working hours), the cost must be borne by the contractor at no extra compensation from the Owner (Southern University).

**32. On-Campus Attendance Requirements (COVID-19)**

The Center for Disease and Control (CDC) recommends social distancing and wearing of masks to prevent the spread of the Coronavirus (COVID19). Persons visiting Southern University are required to wear a mask/face covering and stay at least 6 feet between yourself and others, even when you wear a face covering.

**33. Termination of the Contract for Convenience**

The State/University may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**34. Termination for Cause**

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Owner to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the Owner to cure the defect.

Document will be included with the successful vendor's contact.



35. **Auditors**

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

36. **Awarded Products/Unauthorized Substitutions**

Only those awarded brands and numbers stated in the SU contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the Purchasing Office. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

37. **Acceptance**

Upon written notice by the Owner, a Notice by Owner of Acceptance of Work will be executed and forwarded to the Contractor for recording with the Clerk of Court in the parish in which the work has been performed and shall furnish a clear Lien Certificate from the Clerk of Court (to the owner along with final invoice) forty-five (45) days after recordation of acceptance. Final payment of ten percent (10%) will be made at this time.

38. **Guarantee**

It is the intention of the specifications to secure a first-class permanent material and construction and to this end, Contractor will be held responsible for and must correct defects discovered in the work within one (1) year from acceptance. Should any materials or methods be called for, of such nature to render this guarantee impossible, written notice to this effect should be given Owner (Southern University) before signing contract and/or beginning of work; failure to do this will be construed as agreement to the strictest terms of the guarantee.

39. **Clean-Up**

The Contractor will be directed during the progress of work to remove and properly dispose of the resultant and debris. Upon completion, Contractor shall remove all equipment, unused materials and debris and will leave the premises in a clean and first-class condition.

40. **Examination of Site**

Each bidder will visit the site of the proposed project and will fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of work under this contract. No consideration or allowance will be granted the Contractor for failure to visit the site or for any alleged misunderstanding of the materials to be furnished or the work to be done.

41. **Anti-Kickback Clause**

The Contractor hereby agrees to adhere to the mandate dictated by The Copeland "Anti-Kickback" ACT which provides that each Contractor or Subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

42. **Clean Air Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the CLEAN AIR ACT which prohibits the use under non-exempt contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

43. **Clean Water Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

44. **Energy Policy and Conservation Act**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

45. **Anti-Lobbying and Debarment Act**

The Contractor will be expected to comply with federal statutes in the Anti-Lobbying Act and The Debarment Act.

46. **Signature Authority**

**A CORPORATE RESOLUTION OR WRITTEN EVIDENCE OF THE AUTHORITY OF THE PERSON SIGNING THE BID**

**FOR THE PUBLIC WORK AS PRESCRIBED BY LOUISIANA REVISED STATUTE 38:2212 (B)(5)**

**A copy of the applicable signature authority document/Board Resolution or LA Secretary of State Registration must be submitted with bid.**

47. **ADDITIONAL REQUIREMENTS**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE PLANS; THE PROJECT SPECIFICATIONS, AND SHALL COMPLY WITH APPLICABLE LOCAL AND STATE BUILDING CODES AS WELL AS ANY AND ALL REGULATORY AGENCY

Document will be included with the successful vendor's contact.



REQUIREMENTS AND LAWS, INCLUDING BUT NOT LIMITED TO OSHA, ETC. GENERAL NOTES SHALL APPLY TO ALL DRAWINGS.

2. CONTRACTOR SHALL NOTIFY THE ENGINEER/ARCHITECT, IF APPLICABLE, OF ALL CONFLICTS OR DISCREPANCIES PRESENTED IN THESE PLANS PRIOR TO THE START OF WORK.
3. ALL WORK WHETHER SHOWN OR IMPLIED, UNLESS SPECIFICALLY QUESTIONED SHALL BE CONSIDERED UNDERSTOOD IN ALL RESPECTS BY THE GENERAL CONTRACTOR AND WHO WILL BE RESPONSIBLE FOR ANY MISINTERPRETATIONS AND CONSEQUENCES THEREOF.
4. ANY UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
5. ENGINEER/ARCHITECT SHALL BE NOTIFIED IMMEDIATELY OF ALL IDENTIFIED EXISTING UTILITIES NOT IDENTIFIED IN THE PLANS.
6. OWNER SHALL PROVIDE WATER FOR CLEANING OPERATIONS FROM ANY FIRE HYDRANT AT NO COST TO THE CONSULTANT.

### **PUBLIC AWARENESS NOTICE – 192.616**

Southern University Baton Rouge owns and operates a master meter natural gas distribution system on the school campus. The gas system consists of an underground network of pipelines. The purpose of the gas system is to provide a reliable and safe economical source of energy for heating purposes. The pipeline system has the capacity to reliably deliver natural gas.

The hazards of natural gas are: it is odorless, colorless, tasteless, lighter than air and can ignite and/or explode with tremendous force when mixed with the right amount of air.

Prevention measures taken include:

- Adding odorant to the gas to give it that distinctive smell, similar to rotten eggs, to warn us of its presence.
- Testing the odorant level each calendar quarter,
- Performing annual gas leakage surveys, and
- Conducting periodic pipeline patrols.

The following are signs that may indicate a gas leak:

- A hissing or roaring sound (caused by escaping gas)
- A patch of dead or discolored vegetation in an otherwise green setting along a pipeline route
- Blowing dirt, grass or leaves near a pipeline,
- Continuous bubbling in wet, flooded areas,
- A "gas smell" similar to rotten eggs.

Anyone who may smell this odor or notice any unusual conditions on or near gas mains, vents, service lines, meter sets, or especially inside of a building should call the maintenance office immediately. If you smell a strong gas odor inside a building, notify everyone in the building to leave. Do not operate any switches or use the phone. Go a safe distance away upwind of the gas smell and call the maintenance office. With any gas leak protect life first, then property, then notify the maintenance office.

State and federal laws require excavators to notify LA One-Call 2 days before digging. If any excavation is planned, you must notify LA One-Call which will notify the Southern University Baton Rouge Maintenance Department to locate the gas lines.

To obtain additional information or report a gas related issue call Southern University Baton Rouge Office of Facility Services. The maintenance office phone number is (225) 771-4741. The LA One-Call Center phone number is 811.

**THIS DOCUMENT IS FOR INFORMATION PURPOSES**

**Document will be included with the successful vendor's contact.**

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## **INSURANCE REQUIREMENTS**

### **Southern University and A&M College**

*Bid 10325-Tenns Courts*

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

#### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

1. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. **A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.**

2. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

#### **C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability and Automobile Liability Coverage**

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. **Workers Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. **All Coverage**

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or

for assessments under any form of the policies.

- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

**D. ACCEPTABILITY OF INSURERS**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

**E. VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

**F. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

**G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

***Maritime (Jones Act and LHWCA) needed when work is performed over navigable bodies of water***

**H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

**NOTE: SUCCESSFUL BIDDER WILL BE REQUIRED TO PROVIDE A CERTIFICATE OF INSURANCE WITH SOUTHERN UNIVERSITY AS THE CERTIFICATE HOLDER**

**SOUTHERN UNIVERSITY AND A&M COLLEGE**

**PO BOX 9534**

**BATON ROUGE, LA 70813**

**225-771-4567**



**JOB SITE VISIT**

**NAME OF PROJECT: THREE (3) TENNIS COURTS**  
**SOUTHERN UNIVERSITY AND A & M COLLEGE**  
**BATON ROUGE, LOUISIANA**

**SITE VISIT DATE: JULY 19, 2024 @ 10:30 AM**

**Bid # 10325**

**LATE ARRIVALS CANNOT PARTICIPATE IN THE BID PROCESS**

*It is the responsibility of the bidder to inspect job site, verify any measurements and/or supplies needed prior to submitting a bid price on this project. Each bidder shall fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of work under this contract. If vendor finds conditions that disagree with the physical layout as described in the bid, or any other features of the specifications that appear to be in error, same shall be noted on proposal. Failure to do so will be interpreted that bid is as specified. No consideration or allowance will be granted the Contractor for failure to visit the site or for any alleged misunderstanding of the materials to be furnished or the work to be done.*

**JOB SITE VISIT LOCATION:**

Physical Plant Building/Benjamin H. Kraft Building  
515 James L. Hunt Street  
Southern University-Baton Rouge Campus 70813  
Site Telephone No. 225-771-4741

*The signed statement certifies the vendor's name listed below has visited the proposed site and is familiar with all conditions surrounding fulfillment of the specifications for this project.*

COMPANY \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

*Note: Questions not answered at Site Visit or any additional questions shall be submitted in writing to the Director of Purchasing, Linda A. Antoine at linda\_antoine@subr.edu.*

*Note: Responses to inquiries/Addenda are posted on LaPAC (LA Procurement Website)  
LA State Procurement website:*

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/Agency/outMain.cfm>

*It is the responsibility of the vendor to check LAPAC for addenda.*

**JOB SITE VERIFIED BY DESIGNATED SOUTHERN UNIVERSITY EMPLOYEE:**

\_\_\_\_\_  
SIGNATURE

Project Manual  
Construction Document Submittal



Installation of  
**Three (3) NCAA Regulation Tennis Courts**  
Southern University and A&M College  
Baton Rouge, LA

**DENNIS J. SHIELDS** – PRESIDENT  
**JOHN K. PIERRE** – CHANCELLOR

**JEFF LANDRY** – GOVERNOR  
**TAYLOR BARRAS** – COMMISSIONER OF ADMINISTRATION

21 June 2024

Architect's Project No. C24-0030



11130 Industriplex Blvd Suite 200, Baton Rouge, LA 70809 - (225) 216-3770



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# INSTRUCTIONS TO BIDDERS

## ARTICLE 1 DEFINITIONS AND INTRODUCTION

- 1.1 The Bidding Documents and the Contract Documents include the following:  
Advertisement for Bids, Instructions to Bidders, Bid Form, General Conditions of the Contract for Construction, AIA Document A 201, 2017 Edition including Supplementary General Conditions, Contract Between Owner and Contractor, AIA Document A 101, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM, Performance and Payment Bond(s), Specifications Divisions 1 through 39, Drawings, and Addenda.
- 1.2 The Owner of the proposed work is  
Southern University and A&M College  
Attn: Simonne Whitmore
- 1.3 The title of work will be as indicated in the Advertisement for Bids.
- 1.4 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A 201 or in other Contract Documents are hereby made a part of the Instructions to Bidders.
- 1.5 **Addenda** are written or graphic instruments issued by the Architect prior to the opening of bids that modify or interpret the Bidding Documents by additions, deletions, clarifications, corrections and prior approvals.
- 1.6 A **Bid** is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.7 The **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described as the Base Bid, to which Work may be added for sums stated in Alternate Bids.
- 1.8 An **Alternate Bid** (or Alternate) is an amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in the Work or change in materials or methods of construction described in the Bidding Documents is accepted.
- 1.9 A **unit price** is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services or a portion of the Work as described in the Bidding Documents.
- 1.10 A **Bidder** is a person or entity who submits a Bid.
- 1.11 A **Sub-bidder** is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.
- 1.12 **Architects and Engineers:** The Architect of record or his authorized representative, and the consulting Engineer(s) whose seal(s) occur on the Construction Documents will administer the construction contract.

- 1.13 **Bid Form** is included immediately following these Instructions to bidders.

## **ARTICLE 2 BIDDER'S REPRESENTATION**

- 2.1 The Bidder by making his Bid represents that:
- 2.1.1 The Bidder has read and understands the Bidding Documents and his Bid is made in accordance therewith, and,
- 2.1.2 The Bidder has visited the project site(s) and has familiarized himself with all of the local conditions under which the Work is to be performed, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents, and,
- 2.1.3 The Bid is based upon the materials, systems, and equipment described in the Bidding Documents as advertised and as modified by Addenda, without exception, and,
- 2.1.4 The Bidder is fully qualified under all Louisiana State Laws, and all local licensing laws for Contractors in effect at the time and at the location(s) of the Work before submitting his Bid, and that all of his Sub-bidders or prospective Sub-contractors are duly licensed in accordance with all laws, (if required).
- 2.1.5 His bid is not based on any verbal instructions contrary to the Contract Documents and addenda.

## **ARTICLE 3 BIDDING DOCUMENTS**

- 3.1 COPIES
- 3.1.1 Bidding Documents may be obtained from the website [LaPAC](#) ; refer to Article 10.
- 3.1.2 Digital files of bid documents will be issued. Paper copies of bid documents will not be issued. Contractors and Bidders shall be responsible for making paper copies and costs associated with printing.
- 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing bids; neither the Owner nor the Architect assumes responsibility for errors, omissions, and misinterpretations resulting from the use of incomplete sets of Bidding Documents. Prior to bidding, verify all specification page numbers and Drawing sheet numbers with the specified index to insure receipt of all documents.
- 3.1.4 The Owner or Architect in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents.
- 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS



- 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work of separate contractors to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and all local conditions, and shall at once report to the Architect all ambiguities, inconsistencies, or errors discovered in the Bidding Documents or errors relating to the Project site.
- 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect to reach him at least seven (7) working days, exclusive of weekends and holidays, prior to the date for receipt of Bids.
- 3.2.3 Interpretations, corrections, or changes of the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.
- 3.3 SUBSTITUTIONS- (PRIOR APPROVAL REQUIRED)
  - 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
  - 3.3.2 No substitution will be considered prior to receipt of Bids unless a complete written request for approval has been submitted by the proposer and has been received by the Architect at least seven (7) working days, exclusive of weekends and holidays, prior to the date for receipt of Bids (RS 38:2295C).
  - 3.3.3 All requests shall include the name of the material or equipment for which it is to be substituted, the location, and a complete description of the proposed substitute including model numbers, colors, textures, drawings, cuts, performance and test data and all other detailed information necessary for a complete evaluation. A written statement setting forth all changes in other materials, equipment, or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included.
  - 3.3.4 The burden of proof of the merit of the proposed substitution is upon the proposer. Incomplete product submittals not indicating meeting the standards specified, colors, textures, actual samples, sufficient dimensions, quality, and strength of materials, and other standards specified will not be reviewed and will not be added to the list of prior approvals specified by addendum.
  - 3.3.5 The Architect's decision of approval or disapproval of a proposed substitution shall be final.
  - 3.3.6 The Architect reserves the right to reject products for which incomplete test data, samples, telephone numbers of users of products and information has been submitted. All test data and information shall meet or exceed standards specified. Manufacturers are responsible for submitting all information and all additional information requested by the Architect prior to the date specified above. Substitutions which require substantial revision of the Contract Documents will not be considered. The Architect reserves the right to reject materials and equipment proposed for this Project.

- 3.3.7 The Contractor shall have the option to use prior approval substitutions. No extra payment by Change Order will be approved for additional Work, materials, and equipment required to incorporate prior approved substitutions.
- 3.3.8 If the Architect approves a proposed substitution, prior to receipt of Bids, such approval will be set forth in a written Addendum. Bidders shall not rely upon approvals made in any other manner.
- 3.3.9 The Architect reserves the right to reject materials and equipment at a later date after opening of bids if it is detected by the Architect that incomplete or false information was submitted prior to bidding.
- 3.4 ADDENDA
- 3.4.1 Addenda can be downloaded from this website: [www.CentralBidding.com](http://www.CentralBidding.com).
- 3.4.2 All bidders who have received or who have reviewed bidding documents shall be responsible for verifying whether or not they have received all Addenda. Do not rely solely on e-mail, published reports, printed journals, published reports, or other delivery or information systems to verify receiving all Addenda.
- 3.4.3 All bidders shall be responsible for calling the Architect's Office within 72 hours prior to the date and time of opening of Bids to verify receipt of all Addenda issued by the Architect. All Bidders shall be responsible for picking up all Addenda not yet received from the Architect's office.
- 3.4.4 Copies of Addenda will be attempted to be made available for inspection wherever Bidding Documents are on file for that purpose, however, call the Architect to verify Addenda receipt.
- 3.4.5 Addenda shall normally not be issued within a period of seventy-two (72) hours, excluding weekends and any other legal holiday, prior to the advertised time for the opening bids except an Addendum withdrawing the specified request for Bids, or one which includes postponement of the date for receipt of Bids. If it is necessary to issue an addendum within the seventy-two (72) hour period prior to receipt of bids, the receipt of such bids shall be extended a minimum of exactly seven (7) days, or more, up to 30 days without the requirement of re-advertising. The Owner shall be consulted prior to issuance of such an addendum and shall approve such issuance.
- 3.4.6 All Bidders shall ascertain prior to submitting Bids that they have received all Addenda issued by the Architect, and all Bidders shall acknowledge said receipt in the space indicated on the Bid Form.
- 3.4.7 Failure to acknowledge receipt of all Addenda issued for this Project in the space(s) specified on the Bid Form will render the proposal informal and will cause its rejection.
- 3.4.8 All addenda shall become part of the Contract Documents. All Bidders shall be bound by all Addenda whether or not received by said Bidders.
- 3.4.9 The Owner shall have the right to extend the bid date by up to (30) days. Any such extensions shall be made by addendum issued by the Architect.



**ARTICLE 4  
BIDDING PROCEDURE**

4.1 FORM AND STYLE OF BIDS

- 4.1.1 Bids shall be submitted on forms identical to the Bid Form included with the Bidding Documents, or as modified by Addenda. Legible copies of the bid form are acceptable.
- 4.1.2 All blanks on the bid form shall be filled in by typewriter or manually in ink.
- 4.1.3 Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.
- 4.1.4 Interlineations, alterations, and erasures of the filled in information shall be initialed by the signer of the Bid, or his duly authorized representative.
- 4.1.5 When required, Bidders are cautioned to complete all alternates should such be required in the Bid Form. Failure to submit alternate prices will render the Proposal informal and will cause its rejection. If no change in the Base Bid is required by the Alternate, enter "No Change" for the Alternate(s), (if any).
- 4.1.6 The Bidder shall make no additional stipulations on the bid form nor qualify his Bid in any other manner.
- 4.1.7 The Bid shall include the legal name of Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or other legal entity where indicated on the bid form. The Bid shall be signed by the person or persons legally authorized to bind the Bidder to the specified Contract. A Bid by a legal entity shall have filed in the Secretary of State's office a resolution indicating the names of all parties authorized to submit public bids for public contracts if required by State law, or a bid by a legal entity shall have a corporate resolution attached to the bid if required by State law and shall give the state of incorporation. A Bid by a corporation shall have the person signing the Bid who is an officer of the corporation. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder. Verify complying with all Louisiana bidding law requirements prior to submitting bids.
- 4.1.8 On any bid in excess of fifty thousand dollars (\$50,000.00), the Contractor shall certify that he is licensed under R. S. 37:2150-2163 and indicate his Louisiana Contractor's license number on the outside of the bid envelope.

4.2 BID SECURITY

- 4.2.1 No Bid will be considered or accepted unless the bid is accompanied by a bid security in an amount of not less than five percent (5%) of the Base Bid and all additive alternates. The bid security shall be in the form of a certified check or cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a bid bond (using the enclosed Bid Bond Form) written by a surety company licensed to do business in Louisiana, countersigned by a person who is under contract with the surety company or bond issuer as a licensed agent in Louisiana who is residing in Louisiana and

accompanied by appropriate power of attorney and in favor of the Owner. The surety company shall be licensed to do business in the State of Louisiana listed in the Department of the Treasury Circular 570, latest revision. The Surety Company shall have an A.M. Best Company minimum rating with a minimum financial size in accordance with the General Conditions. No company, regardless of the size or financial rating, will be allowed to write its own bond.

- 4.2.2 Bid security furnished by the Contractor shall guarantee that the Contractor shall, if awarded the Work according to the terms of his proposal, enter into the Contract and furnish Performance and Payment Bond(s) and insurance as required by these Contract Documents, within the time specified in the Supplemental General Conditions, Article 11 or after verbal or written notice has been issued that the instrument is ready for his signature.
- 4.2.3 Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as penalty.
- 4.2.4 The Owner will have the right to retain the bid security of Bidders until either (a) the Contract has been executed and bonds and insurance have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.
- 4.2.5 If the Bid Security attached to the bid form is a Bid Bond, then said Bid Bond shall be prepared as specified herein.
- 4.3 SUBMISSION OF BIDS
  - 4.3.1 Bids, bid security, and all other additional required information, (if any, and if specified), shall be enclosed and sealed in an opaque bid envelope.
  - 4.3.2 The outside of the bid envelope shall be addressed to the Owner, shall identify the name of the Project, and shall include the Louisiana Contractor's license number of the Bidder.
  - 4.3.3 Sealed Bids will be received by the Owner until the time and date, and at the location specified in the Advertisement for Bids.
  - 4.3.4 Bidders submitting bids to the Owner's bid receipt location shall be fully responsible for the timely delivery and Owner's receipt of bids at the specified location prior to the time and date specified for receipt of Bids.
  - 4.3.5 Bids mailed and delivered by United States Mail, Express Mail, Priority Mail, UPS, Federal Express, and all other similar types of carrier delivery, shall have the specified sealed bid envelope, (with all of the required information enclosed on the inside and all of the required information written on the outside), enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" and the "Project Name" on the face thereof, with the Owner's name and mailing address as specified on the Bid Form.
  - 4.3.6 Owner's receipt of a bid for any reason after the date and time stipulated on the Advertisement for Bids, including but not limited to late delivery by carrier service, late



mail, late hand delivery by anyone, leaving bid(s) with someone not specifically designated by the Owner to receive bid(s) prior to bid receipt, incorrect addresses, misunderstood information, misunderstood directions, or all other types of late delivery, and excuses shall disqualify the bid.

- 4.3.7 Thoroughly review Bid Form early to insure having all of the required information on time.
- 4.3.8 Bids received after the time and date specified for the receipt of bids will be returned unopened.
- 4.3.9 Oral, telephonic, "faxed", or telegraphic Bids or modifications to bids are invalid and will not receive consideration. The Owner will not consider notations written on the outside of the Bid Envelope which have the effect of the Bidder trying to amend the Bid.
- 4.3.10 Bids will be accepted only from Contractors that attend the mandatory Pre-Bid Conference. Date, time and location of the Pre-Bid Conference is indicated in the Advertisement for Bids.

#### 4.4 MODIFICATION OR WITHDRAWAL OF BID

- 4.4.1 A bid may not be modified, withdrawn or cancelled by the Bidder during the time stipulated in the Advertisement for Bids, for the period following the time and bid date designated for the receipt of bids, and the Bidder so agrees in submitting his Bid, except in accordance with Act 111 of 1983 which states, in part, "Bids containing patently obvious mechanical, clerical, or mathematical errors may be withdrawn by the Contractor if clear and convincing sworn, written evidence of such errors is furnished to the public entity or Owner within forty-eight hours of the bid opening excluding Saturdays, Sundays and legal holidays".
- 4.4.2 Prior to the time and date designated for receipt of Bids, Bids submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids. A change shall be so worded as not to reveal the amount of the original bid.
- 4.4.3 Withdrawn bids may be changed, re-sealed, and resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders and all of the Bidding Documents and Contract Documents.
- 4.4.4 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

### **ARTICLE 5 CONSIDERATION OF BIDS**

#### 5.1 RECEIPT OF BIDS

- 5.1.1 All properly identified Bids received on time will be opened publicly and will be read aloud as specified in the Advertisement for Bids.
- 5.1.2 Bids without Louisiana Contractor's license numbers on the bid envelopes may be opened and may be read aloud if it is thought that the proposed Project may be under \$50,000.00.

Said Bids may be acceptable if the Bids are under \$50,000.00 and they meet all requirements of the Contract Documents.

## 5.2 REJECTION OF BIDS

5.2.1 The Owner will have the right to reject any or all Bids and in particular to reject a Bid not accompanied by a required bid security or data or information required by the Bidding Documents or reject a Bid which is in any way incomplete, irregular, or not in compliance with the Contract Documents.

## 5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 Determination of the low Bidder shall be on the basis of the sum of the Base Bid, and the Alternates accepted by the Owner, (if any).

5.3.2 The Owner reserves the right to accept or reject alternates which, in the Owner's judgement, is in the Owner's own best interest.

5.3.3 If the Owner decides to accept one (1) or more Alternates, (if any), and if accepting certain Alternates determines a low bidder, Alternate(s) will be accepted in numerical order.

5.3.4 If the Owner decides to accept one (1) or more Alternates, (if any), and if accepting certain Alternates does not determine a low bidder, Alternate(s) may be accepted out of numerical order.

## **ARTICLE 6 POST-BID INFORMATION**

### 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

6.1.1 Upon request by the Architect or the Owner, Bidders may be required to submit properly executed AIA Document A 305, Contractor's Qualification Statements. In addition, any bidder may be required, at the discretion of the Owner, to furnish evidence satisfactory to the Owner that his proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the contract in a satisfactory manner.

6.2 At the Pre-Construction Conference, the contractor shall submit the following information to the Architect:

6.2.1 A designation of the work to be performed by the Contractor with his own forces.

6.2.2 A breakdown of the contract cost attributable to each item listed in the Schedule of Values Form (attached). No payments will be made to the Contractor until this is received.

6.2.3 A list of names and business domiciles of all Subcontractors, manufacturers, suppliers or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work. It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor to utilize Louisiana and Ascension Parish Subcontractors, manufacturers, suppliers and labor.



**ARTICLE 7  
PERFORMANCE AND PAYMENT BOND AND INSURANCE**

**7.1 BOND REQUIREMENTS**

7.1.1 The Contractor shall furnish and pay for a performance and payment bond written by a company licensed to do business in Louisiana, and shall be countersigned by a person who is contracted with the surety company or bond issuer as an agent of the company or issuer, and who is licensed as an insurance agent in this state, and who is residing in Louisiana, in an amount equal to the 100% of the Contract amount to guarantee delivery of completed work under contract and payment for labor and materials. These bonds shall be written on A.I.A. Document A-311, 2010 edition. No company, regardless of size or financial rating, will be allowed to write its own bonds. The Surety Company shall have an A.M. Best Company minimum rating with a minimum financial size in accordance with the General Conditions. Bonds must be accompanied by letter stating bonding company's current rating for verification prior to acceptance by the Owner and execution of the formal Owner/Contractor agreement.

**7.2 TIME OF DELIVERY**

7.2.1 The Bidder shall hand deliver the specified required bond(s) to the Owner prior to the Owner's signing of the Contract. The Bidder shall be responsible for picking up a copy of the Contract from the Architect and delivering same to the bonding agency, securing the required, signed bond(s) and delivering same to the Architect and Owner in a very timely manner.

7.2.2 The bond(s) shall be dated on the date of commencement of Work indicated in the Contract.

7.2.3 The Bidder shall require the Attorney-in-Fact who executes the required bond(s) on behalf of the surety to affix thereto a certified and current copy of his power of Attorney.

7.2.4 Original insurance certificates, signed in ink, indicating amounts of insurance required, Louisiana Workmen's Compensation, and all other specified insurance shall be presented to the Owner with the bond(s). Copies of originals and "faxed" copies of certificates of insurance are not acceptable.

7.2.5 No actual physical on-site work shall begin prior to securing specified insurance and bonds.

**ARTICLE 8  
FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**8.1 FORM TO BE USED**

8.1.1 Unless otherwise specified, the form of the Contract to be used shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor, 2007 Edition where the basis of payment is a Stipulated Sum. The agreement form will be prepared by the

Architect for the Owner and issued to the Contractor for execution and returned to the Owner for signature. Executed bonds and insurance certificate must be submitted to the Owner by the Contractor within ten (10) days of the date of the Notice of Award.

## 8.2 AWARD

- 8.2.1 If awarded, the Contract will be let to the lowest responsible bidder whose base bid is within the project budget and is able to furnish satisfactory surety company bonds. Before award of the Contract, the successful bidder shall furnish to the Owner a certified copy of the minutes of the corporation or partnership meeting which authorized the party executing the bid to sign on behalf of the Contractor. Should all bids exceed the project budget, award will be made at option of the Owner to the lowest responsible bidder whose base bid is within funds available.

## ARTICLE 9 COMPLETION TIME AND LIQUIDATED DAMAGES

- 9.1 The Bidder shall commence the Work under this Contract as specified in Article 8 of the AIA A201 General Conditions of the Contract for Construction, and to complete the work within one hundred fifty (150) calendar days after the Notice to Proceed.
- 9.2 Completion of the Contract shall be subject to such extensions as may be granted in the General Conditions and the Supplementary Conditions, or the Contractor will be subject to pay to the Owner Liquidated Damages per the following schedule:

SCHEDULE OF LIQUIDATED DAMAGES	
Contract Amount	L.D. per Day
Up to \$100,000	\$ 100
\$100,000 to \$300,000	\$ 175
\$300,000 to \$500,000	\$ 200
\$500,000 to \$600,000	\$ 250
\$600,000 to \$800,000	\$ 400
\$800,000 to \$1,000,000	\$ 600
\$1,000,000 to \$2,000,000	\$ 700
\$2,000,000 to \$4,000,000	\$ 800
\$4,000,000 to \$6,000,000	\$ 1200
\$6,000,000 to \$8,000,000	\$ 1600
\$8,000,000 to \$10,000,000	\$ 1800
\$10,000,000 to \$12,000,000	\$ 2000
\$12,000,000 to \$15,000,000	\$ 2300
Above \$15,000,000	To be determined

## ARTICLE 10 ADDITIONAL BIDDER INFORMATION

- 10.1 Digital sets of Bidding Documents may be obtained from the website: LaPAC: [www.cfrpd.louisiana.gov/osp/lapac/pubMain](http://www.cfrpd.louisiana.gov/osp/lapac/pubMain)



**ARTICLE 11**  
**POST-BID SUBMITTAL FORMS**

- 11.1 Only the apparent low bidder is required to submit the following completed forms with ten days after bid opening. These blank forms are included in the project specifications manual.
- Attestation Clause Form
  - Verification of Employees Affidavit
  - Non-collusion Affidavit
- 11.2 The bidder SHOULD NOT include these forms in the bid envelope.
- 11.3 The apparent low bidder has a maximum of 10 days from the bid opening to produce any required documents. If the apparent low bidder does not submit the proper information or documentation as required by the bidding documents within the ten-day period, such bidder shall be declared non-responsive, which will result in automatic disqualification of bid.

End of Instructions to Bidders



**BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto **Southern University and A&M College** (Obligee), in the full and just sum of five (5%) percent of the total amount of this bid, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater that the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

**Installation of (3) NCAA Regulation Tennis Courts  
Southern University and A&M College**

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

\_\_\_\_\_  
PRINCIPAL (BIDDER)

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_  
AUTHORIZED OFFICER-OWNER-PARTNER

BY: \_\_\_\_\_  
AGENT OR ATTORNEY-IN-FACT (SEAL)



BIDDING CONTRACTOR INFORMATION FORM

Complete this form and attach to Bid Form.

Fill in at applicable designation. Mark N/A where not applicable.

IF BIDDER is:

**An Individual**

By: \_\_\_\_\_ (SEAL)  
(Signature Individual)

Name: (typed or printed):

\_\_\_\_\_

Doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

IF BIDDER is:

**A Partnership**

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of General Partner)

Name (typed or printed): \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

IF BIDDER is:

**A Corporation**

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax: \_\_\_\_\_

\*\* (A Corporate Resolution Must Be Attached)

IF BIDDER is:

**A Limited Liability Company**

Company Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax: \_\_\_\_\_

IF BIDDER is:

**A Joint Venture**

Joint Venture Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of Joint Venture Partner)

Name (typed or printed): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

Joint Venture Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of Joint Venture Partner)

Name (typed or printed): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

Address, Phone Number, and Fax Number for receipt of official communications:

\_\_\_\_\_  
\_\_\_\_\_

(Each Joint Venture Partner must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.



**CORPORATE RESOLUTION**

A meeting of the Board of Directors of \_\_\_\_\_, a Corporation organized under the laws of the State of \_\_\_\_\_ and domiciled in \_\_\_\_\_, was held this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and, after discussion, was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_ is hereby authorized to submit bid proposals and execute contracts and/or agreements on behalf of this corporation with Ascension Parish Sheriff's Office.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_, a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
signature of Firm/Company Secretary

\_\_\_\_\_  
Printed Name

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**ATTESTATIONS AFFIDAVIT**

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

**LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS**

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- |                                       |                                    |
|---------------------------------------|------------------------------------|
| (a) Public bribery (R.S. 14:118)      | (c) Extortion (R.S. 14:66)         |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:230) |

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- |  |  |
|--|--|
| (a) Theft (R.S. 14:67)                           | (f) Bank fraud (R.S. 14:71.1)                                |
| (b) Identity Theft (R.S. 14:67.16)               | (g) Forgery (R.S. 14:72)                                     |
| (c) Theft of a business record<br>(R.S.14:67.20) | (h) Contractors; misapplication of<br>payments (R.S. 14:202) |
| (d) False accounting (R.S. 14:70)                | (i) Malfeasance in office (R.S. 14:134)                      |
| (e) Issuing worthless checks<br>(R.S. 14:71)     |  |

**LA. R.S. 38:2212.10 Verification of Employees**

- A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

**Southern University and Agricultural & Mechanical College  
Global Innovation and Welcome Center  
Name of Project**

**01-107-06-17, F.01004393  
Project No.**

**LA. R.S. 23:1726(B) Certification Regarding Unpaid Workers Compensation Insurance**

- A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.
- B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

\_\_\_\_\_  
**NAME OF BIDDER**

\_\_\_\_\_  
**NAME OF AUTHORIZED SIGNATORY OF BIDDER**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**TITLE OF AUTHORIZED SIGNATORY OF BIDDER**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED  
SIGNATORY OF BIDDER/AFFIANT**

**Sworn to and subscribed** before me by Affiant on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public



AFFIDAVIT

**LA. R.S. 38:2212.10 Verification of Employees**

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, duly commissioned and qualified within and for the state and parish or county aforesaid, personally came and appeared \_\_\_\_\_ (name/print or type)

representing \_\_\_\_\_, \_\_\_\_\_ (company/print or type) (mailing address/print or type)

who, being by me first duly sworn deposed and said that he or she has read and signed this Affidavit and he/she does hereby attest, under oath, as follows:

- A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

Prospective bidder or representative to sign **and** type or print name below signature

\_\_\_\_\_  
Affiant – Signature

\_\_\_\_\_  
Printed Name

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA  
EAST BATON ROUGE PARISH

**AFFIDAVIT**

**BEFORE ME**, the undersigned authority, duly commissioned and qualified within and for the state and parish aforesaid, personally came and appeared \_\_\_\_\_ representing \_\_\_\_\_ who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

Section 2224 of Part II of Chapter 10 of Title 38 of the La. Revised Statutes of 1950 as amended.

(1) That affiant and his firm employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract for the above-referenced project with Southern University and A&M College under which he will, if awarded the contract, receive or received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

(2) That no part of the contract price to be received or received by affiant or his firm was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for affiant.

**Bidder or representative to sign  
and type name below signature➔**

\_\_\_\_\_ **AFFIANT**

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

Submit with signed Contract.

Document 00 52 00 – Agreement

American Institute for Architects, AIA Document A101, 2017 edition, Standard Form of Agreement between Owner & Contractor, is included in this project by reference.

Upon request to the Architect, copies will be furnished for reference.



Document 00 54 00 – Performance Bond

American Institute for Architects, AIA Document A312, 2017 edition, Performance Bond, is included in this project by reference.

Upon request to the Architect, copies will be furnished for reference.

# AIA<sup>®</sup> Document A201<sup>™</sup> – 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

Installation of (3) NCAA Regulation Tennis Courts  
Southern University and A&M College

### THE OWNER:

*(Name, legal status and address)*

Southern University  
Attn: Silmonne Whitmore

### THE ARCHITECT:

*(Name, legal status and address)*

Domain Architecture, A professional Architectural Corporation  
11130 Industriplex Blvd Suite 200, Baton Rouge, LA 70809

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## 15 CLAIMS AND DISPUTES

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### § 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### § 1.1.6 The Project Manual

**The Project Manual is a bound volume of documents assembled for the Work, which may include the bidding requirements, sample forms, Conditions of the Contract, and Specifications.**

##### § 1.1.6.1 The Specifications

The Specifications are that portion of the Contract Documents, bound within the Project Manual, consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

##### § 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

##### § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

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## § 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

## § 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

## § 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

## § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

## § 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.



### § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 OWNER

### § 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### § 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to



know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site as well as information for establishing lot lines and a permanent benchmark. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. Contractor shall pay for cost of engaging a surveyor to stake out property and building location.

**§ 2.3.5** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.3.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### **§ 2.4 Owner's Right to Stop the Work**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### **§ 2.5 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 General**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have



express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.1.1** Where the project is located in a parish of the State of Louisiana, the Contractor, at his own expense, shall record the Contract and bond or bonds required with the Clerk of Court or the Recorder of Mortgages of that Parish before the work commences. Contractor shall give the book number and folio where they are recorded to the Architect.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.2.1** In case of inconsistencies in the Specifications or the Drawings, or between the Specifications and Drawings, the Architect will determine which requirement will be the most consistent with design intent and this requirement will be complied with by the Contractor. The difference in cost between the interpretations shall be a factor in Architect's decision and contractor shall benefit from any interpretation by the Architect that would decrease his cost and would likewise bear any cost increase by the Architect's interpretation.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite

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safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **§ 3.4 Labor and Materials**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### **§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### **§ 3.6 Taxes**

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.



§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

#### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 The requirements of subparagraphs 3.7.2, 3.7.3 and 3.7.4 do not waive the Contractor's responsibility of complying with the requirements of the Contract Documents when such requirements exceed those of any laws, codes, ordinances, rules, regulations and lawful orders of any public authority bearing on the work.

§ 3.7.6 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

#### § 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

#### § 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect

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may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### **§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### **§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 Shop Drawings, Product Data and Samples**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal



schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.



### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### **§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### **§ 3.18 Indemnification**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

**§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.



§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

#### § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.



§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.



§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

## § 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

## § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.



§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

## § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 The allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, not more than 15% of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor, not more than 10% of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor involved, for work performed by that Subcontractor's or Sub-subcontractor's own forces, not more than 15% of the cost.
- .4 For each Subcontractor, for work performed by the Subcontractor's Sub-subcontractors, not more than 15% of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with clauses in Subparagraph 7.3.6.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. Itemization is required for any amount exceeding \$500 and in no case will a change involving over \$500 be approved without such itemization.

## § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:



- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.



§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

## § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.1.1 Contract Time shall be based on consecutive calendar days. A calendar day is one of 24 hours beginning at 12:00 midnight.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor agrees to commence work upon Written Notice to Proceed from the Owner and to substantially complete the project within the time stated in the Contract.

§ 8.2.4 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

## § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s subsequent Applications for Payment.

§ 9.2.1 Submit the initial Schedule of Values using the form included in the Project Manual.

§ 9.2.2 After acceptance of the form, transfer the information from the schedule of values form of submittal to AIA Document G703. Project cost items shall follow the specifications section format in the Table of Contents of the



Project Manual. If applicable, the cost of work for each section listed under each division, shall be given. The cost for each section shall include labor, materials, overhead and profit. The Total of all items shall equal the Total Contract Sum.

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The form of Application for Payment shall be on AIA Document G702, supported by AIA Document G703 Continuation Sheet. Computer printed payment application documents matching these forms from computer software recognized by the AIA is also permitted. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Application for Payment shall be less normal retainage as follows:

- .1 Projects with Contract price up to \$500,000.00 10% of the Contract price.
- .2 Projects with Contract price of \$500,000.00, or more 5% of the Contract price.
- .3 No payment will be made until the revised schedule required by 3.10.1 is received.
- .4 The normal retainage shall not be due the Contractor until after substantial completion and expiration of the fortyfive day lien period and submission to the Architect of a clear lien certificate and invoice for retainage.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the

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Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

### § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

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§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

#### § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

#### § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.1.1 In states having statutes relating to liens on private and public works, upon Substantial Completion of the Work and upon the recommendations of the Architect, the Owner shall accept the work in accordance with the Certificate of Substantial Completion, AIA Document G-704, and the provisions, as amended. The Owner shall sign the Certificate of Substantial Completion of the Work and the Contractor shall cause the Certificate to be recorded in the mortgage office of the county or parish in which the work has been done. Issuance of the Certificate of Substantial Completion does not constitute acceptance.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.



**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.4.1** With the Certificate of Substantial Completion, the Architect shall prepare and include a list of items requiring the Contractor's action to fully complete the project and the dollar value related thereto. The monetary value assigned to this list will be the sum of the cost estimate for each particular item of work the Architect develops based on the mobilization, labor, material and equipment costs of correcting the item and shall be retained from the monies owed the contractor, above and beyond the standard lien retainage. At the end of the 45 day lien period payment shall be approved for all of the list items completed up to that time. After that payment, none of the remaining funds shall be due the contractor until all punch list items are completed and are accepted by the Architect. If the dollar value of the punch list exceeds the amount of funds, less the retainage amount, in the remaining balance of the Contract, then the Project shall not be accepted as substantially complete. If funds remaining are less than that required to complete the work, the Contractor shall pay the difference.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

**§ 9.8.6** Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work unless otherwise agreed to in writing by the Owner and Contractor.

### **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.



## § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.1 If the Architect does not find the work acceptable under the Contract Documents, the Architect shall make one additional inspection; if the work is still not acceptable, the Architect, and each of the Architect's principal consultants, shall be paid **\$150.00/hour** for their time at the project site, for each additional inspection, to be withheld from the unpaid funds remaining in the Contract sum. The payment shall be made by the owner and deducted from the construction contract funds.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.2.1 In states having statutes relating to liens on private and public works, neither the final payment nor any part of the retained percentage shall become due until the Contractor deliver to the Owner a certificate by the Clerk of Court in the county/parish in which the project is located that the Owner's Substantial Completion certificate has been recorded, more than 30 days has elapsed since the recordation in the case of private works, and more than 45 days has elapsed since the recordation in the case of public works, and no liens have been recorded affecting this property and all affidavits, consents and releases specified in subparagraph 9.10.2 have been submitted to the Architect.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.



§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

#### § 9.11 Liquidated Damages

Where Liquidated Damages is indicated in the Instructions to Bidders, the Owner will suffer financial loss if the Project is not Substantially Complete on the date established in the Owner-Contractor Agreement for Substantial Completion. The Contractor shall be liable for and shall pay to the Owner the amount indicated for each calendar day that the project is not Substantially Complete after the established date for Substantial Completion. This amount is agreed by Owner and Contractor as the financial loss per calendar day the Owner will suffer and is not in any way to be construed as a penalty.

### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

#### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

#### § 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, 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 hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### § 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

### § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.



## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.1.1 The insurance company shall have an A. M. Best's rating of no less than A-:VI. This rating requirement will be waived for the workers' compensation coverage.

All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:

§ 11.1.1.2 Contractor's insurer will have no right of recovery or subrogation against the Owner, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the described insurance.

§ 11.1.1.2 The Owner shall be named as an additional insured as regards negligence by the Contractor.

§ 11.1.1.3 The insurance companies issuing the policy or policies shall have no recourse against the Owner for payment of any premiums or for assessments under any form of policy.

§ 11.1.1.4 Any and all deductibles in the described insurance policies below shall be assumed by and be for the amount of, and the sole risk of the Contractor.

§ 11.1.1.2 **MINIMUM SCOPE OF INSURANCE:** Coverage shall be at least as broad as:

- .1 Insurance Services Office Commercial General Liability coverage ("occurrence") form CG 0001. (Current form) "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
- .2 Insurance Services Office form number CA 0001 (Current form) covering Automobile Liability. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
- .3 Workers' Compensation insurance as required by the Labor Code of the State, including Employers Liability insurance.

§ 11.1.1.3 The insurance required shall be written for not less than the following, or greater if required by law:

- .1 Workers' Compensation:
  1. State: Statutory
  2. Applicable Federal (e.g., Longshoremen's): Statutory
  3. Employer's Liability: \$1,000,000 when work is over water and involves maritime exposures.
- .2 Minimum Limits of Insurance: Contractor shall maintain no less than
  1. Commercial General Liability: \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract.)
  2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage (or higher limits depending on size of contract.)
- .3 Comprehensive or Commercial General Liability Insurance with a combined single limit per occurrence for bodily injury and property damage. Include insurance coverage for bodily injury and property damage on the Certificate of Insurance which of the seven coverages below are not included in the policy, if any:
  1. Premises - Operations;
  2. Broad Form Contractual Liability;
  3. Products and Completed Operations;
  4. Use of Contractors and Subcontractors;
  5. Personal injury;
  6. Broad Form Property Damage;
  7. Explosion, Collapse and Underground (XCU) Coverage.

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.4 Combined Single Limit (CSL) – Amount of Insurance Required

(for projects under \$100,000)

- a. \$500,000 Each Occurrence/Minimum Limit
- b. \$500,000 Aggregate

(for projects \$100,001 to \$1,000,000)

- a. \$1,000,000 Each Occurrence/Minimum Limit
- b. \$1,000,000 Aggregate

(for projects over \$1,000,000)

- a. \$3,000,000 Each Occurrence/Minimum Limit
- b. \$3,000,000 Aggregate

.5 Business Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. Insurance shall include for bodily and property damage the following coverages:

- a. Owned automobiles;
- 1. Hired automobiles;
- 2. Non-owned automobiles.

.6 An Umbrella Policy may be used to meet minimum requirements.

.7 Owner's and Contractor's Protective Liability Insurance furnished by the Contractor, naming Owner as the insured:

(for projects under \$100,000)

CSL Each Occurrence - \$500,000

(for projects \$100,001 to \$1,000,000)

CSL Each Occurrence - \$1,000,000

(for projects over \$1,000,000)

CSL Each Occurrence - \$3,000,000

§ 11.1.1.4 Deductibles and Self-Insured Retentions: Any deductibles and self-insured retentions must be declared and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self insured retentions as respects the Owner; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

§ 11.1.1.5 Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

.1 General Liability and Automobile Liability Coverages

- a. The Owner is to be added as "additional insureds" as respects to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage to the Owner.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

.2 Workers' compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the Owner for losses arising from work performed by the Contractor for the Owner.

.3 All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner.

§ 11.1.1.6 If, at any time, any of the said policies become unsatisfactory to the Owner as to form or substance; or if a company issuing any such policy become unsatisfactory to the Owner, the Contractor shall promptly

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obtain a new policy, submit the same to the Owner for approval and submit a certificate showing proof of insurance thereof. Failure to furnish, deliver and maintain such insurance, at the election of the Owner, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out and maintain any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification,

**§ 11.1.1.7 RISKS AND INDEMNIFICATIONS ASSUMED BY THE CONTRACTOR** Neither the acceptance of the completed work nor payment therefore shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.

- .1 If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the Contractor/Subcontractor will be withheld until those requirements have been met, or at the option of the Owner, the Owner may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor.
- .2 All property losses shall be made payable to and adjusted with the Owner.

**§ 11.1.1.8 SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates from each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**§ 11.1.1.9 CERTIFICATE OF INSURANCE**

Contractor shall furnish the Owner with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates of insurance must also contain the following in the "Description of Operations" section:

- .1 If the contractor is a General Contractor, then so state.
- .2 If the contractor is a specialty contractor, then so state and provide the list of specialties for which the contractor is insured.
- .3 The certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.2.1 Performance Bond and Payment Bond** The Contractor shall furnish Bonds covering faithful performance of the Contractor and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100% of the Contract Sum. Bonds shall be issued by Sureties rated A-1 by A.M. Best, and as acceptable to the Owner. Include the costs of such bonds in the proposed Contract Sum.

- .1 The Contractor shall deliver the required bonds to the Owner not later than 3 days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
- .2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation



or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## § 11.2 Owner's Insurance

§ 11.2.1 The Contractor shall purchase and maintain insurance covering the Owner's contingent liability for claims which may arise from operations under the Contract.

§ 11.2.1.2 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## § 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring

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the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

#### **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

#### **§ 11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

##### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the

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condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### § 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

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### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.



§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

#### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

#### § 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Termination by the Owner shall be by a notice of termination delivered to the Contractor, specifying the extent of termination and the effective date.

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§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- .4 place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete portions of the Contract not terminated;
- .5 terminate all subcontracts and orders to the extent they relate to the Work terminated; and,
- .6 proceed to complete the performance of Work not

terminated.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement. The amount to be paid to the Contractor by the Owner because of the termination shall consist of:

- .1 for Work performed and for Work in process on or off the site to the extent completed on the terminated portion of the Contract before the effective date, the cost of that Work and the expense of settling and paying termination costs under the terminated subcontracts and purchase orders that are properly chargeable to the terminated portion of the

Contract;

- .2 the reasonable costs of settlement of the Work terminated, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; additional costs of termination and cancellation charges and settlement of subcontracts not already allowed under Clause 14.4.3.1; and storage, transportation and other costs incurred which are reasonably necessary for the preservation, protection or disposition of the terminated Work; and
- .3 a fair and reasonable profit on the Work contracted for.

§ 14.4.4 Allowance shall be made for previous payments to the Contractor for the terminated portion of the Work, and Claims settled or pending under Article 15 between the Owner and Contractor, and for the value of materials, supplies, equipment or other items that are part of the cost of the Work to be disposed of by the Contractor.

§ 14.4.5 The term "cost" as used in this Paragraph 14.4 shall be as listed in Subparagraph 7.2.2.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.



**§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

**§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

**§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

**§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

**§ 15.1.6.2.1** An increase in the contract time due to weather shall not be cause for an increase in the contract sum.

**§ 15.1.6.2.2** Normal rainfall for the area, according to Weather Bureau records, shall not be a cause for an extension of the Contract Time unless such extension is agreed to in writing between Contractor and Owner. Copies of the mean normal rainfall data can be obtained from the Climatology Office. In filing for time extension requests due to inclement weather, Contractor shall submit documentation for mean rainfall and for the rain days of that particular month, obtained from the Climatology Office.

.1 The following are considered reasonably anticipated days of adverse weather on a monthly basis:

January 11 days	August 5 days
February 10 days	Sept. 4 days
March 8 days	October 3 days
April 7 days	November 5 days
May 5 days	December 8 days
June 6 days	
July 6 days	

.2 The Contractor shall ask for total adverse weather days, the Contractor's request shall be considered only for days over the allowable number of days stated above.

**§ 15.1.6.2.3** Requests for extensions of the Contract Time above mean normal rainfall may be submitted and considered on a monthly basis. Extensions will be granted for rain days, i.e. days with rain of 0.1-inch or



more in published Weather Bureau records indicated above, and for number of days over the mean normal rainfall for each particular month.

- .1 Except for Sitework, such as earthwork, extensions will be granted for rain days only. No extensions will be granted for day(s) following rain day(s) where work can proceed elsewhere, such as in enclosed areas and at areas that are not too wet for work to continue.
- .2 For Sitework, such as earthwork, extensions may be granted for day(s) after rain days when the site is too wet to work, in the opinion of the Architect.

§ 15.1.6.2.4 No extensions will be granted for –

- .1 Rain days not affecting work on the critical path.
- .2 Delays which could have been prevented by reasonable precautions on the part of the Contractor.

§ 15.1.6.2.5 When the work is interior and enclosed within the building, rainfall and inclement weather shall not be a cause for an extension of the Contract Time.

§ 15.1.6.2.6 Extensions may be granted for unusual weather events such as hurricanes (actual or forecast), hard freezes, etc.

#### § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

#### § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.



§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction



Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

**SCHEDULE OF VALUES**

The Contractor is to use the following format.

The total Contract Cost is to be itemized in each Subsection listed (as applicable)

	Item Cost	Cost
DIVISION 01 – GENERAL REQUIREMENTS		
01 00 00 General Requirements		
Bond & Insurance	_____	
Mobilization & Set up	_____	
General conditions, project superintendent	_____	
Temporary Facilities, Equipment rental	_____	
Demobilization & cleanup	_____	
DIVISION 01 – GENERAL REQUIREMENTS	SUB-TOTAL	<u>0</u>
DIVISION 3 - CONCRETE		
Cast-In-Place-Concrete		
	_____	
	SUB-TOTAL	<u>0</u>
DIVISION 9 - FINISHES		
Painting / Surfacing	_____	
	SUB-TOTAL	<u>0</u>
DIVISION 11 - EQUIPMENT		
Athletic Equipment	_____	
	SUB-TOTAL	<u>0</u>
DIVISION 26 – ELECTRICAL		
Electrical Service	_____	
Lighting Fixtures	_____	
	SUB-TOTAL	<u>0</u>
DIVISION 32 SITE IMPROVEMENTS		
Fencing	_____	
	SUB-TOTAL	<u>0</u>
	GRAND TOTAL	<u>0</u>
Alternate #1	_____	
Alternate #2	_____	
Alternate #3	_____	



# Construction Contract Change Order Proposal SUMMARY

COR No. (or RFP, ASI, etc.) \_\_\_\_\_

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

Project No. \_\_\_\_\_

Project Name: \_\_\_\_\_  
\_\_\_\_\_

Contractor Name: \_\_\_\_\_

Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Work by General Contractor - General Contractor Direct Costs**  
(See attached breakdowns)

Breakdown No. \_\_\_\_\_  
Breakdown No. \_\_\_\_\_  
Breakdown No. \_\_\_\_\_  
Breakdown No. \_\_\_\_\_

Total General Contractor Direct Cost \_\_\_\_\_ \$ - \_\_\_\_\_ %  
(General Contract Direct Cost plus OH&P) (Max 15%) OH&P

**Subcontractor Cost Breakdowns**  
(See attached.)

		A	B	C
Subcontractor Name	Breakdown No.	Total Direct Cost	OH&P (Max 15%)	Total A+(A X B)
_____	_____	_____	%	_____
_____	_____	_____	%	_____
_____	_____	_____	%	_____
_____	_____	_____	%	_____

Subcontractor Direct Costs + Subcontractor OH&P \_\_\_\_\_  
(Sum column C)

General Contractor OH&P on Subcontractor Direct Cost at \_\_\_\_\_ %  
(Sum column A times General Contractor OH&P rate. ) (Max: 10%) \_\_\_\_\_

Total Subcontractor Costs with General Contractor OH&P \_\_\_\_\_

Change Order Subtotal \_\_\_\_\_   
(Sum of Total General Contractor Costs and Total Subcontractor Costs)

Performance and Payment Bond at \_\_\_\_\_ %  
(Change Order Subtotal times Performance and Payment Bond rate)

Contract amount will be  increased  decreased  unchanged by \_\_\_\_\_   
(Sum of Change Order Subtotal and Performance and Payment Bond)

Contract time will be  increased  decreased  unchanged by \_\_\_\_\_  days  
(Attach supporting data such as meteorological reports)

# Construction Contract Change Order Proposal

## BREAKDOWN

(Provide one breakdown for each work item.)

Breakdown No. \_\_\_\_\_

COR No. (or RFP, ASI, etc.) \_\_\_\_\_

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

Project No. \_\_\_\_\_

Project Name: \_\_\_\_\_

Contractor/Subcontractor Name: \_\_\_\_\_

### Direct Cost of Work :

#### A. Labor

Check here if explained on the Comment Sheet

		Hourly Wage Rate	Hours	Total Cost
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____
6	_____	_____	_____	_____

Add Labor Burden @ \_\_\_\_\_ %

**LABOR TOTAL**

#### B. Material

		Unit Price	Unit	Units	Total Cost
1	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____
6	_____	_____	_____	_____	_____

(Copies of invoices may be required.)

Add Tax @ \_\_\_\_\_ %

**MATERIAL TOTAL**

#### C. Equipment

		Unit Rate	Unit	Units	Total Cost
1	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____
6	_____	_____	_____	_____	_____

(Copies of invoices may be required.)

Add Tax @ \_\_\_\_\_ %

**EQUIPMENT TOTAL**

**TOTAL DIRECT COST FOR THIS BREAKDOWN:**

(Sum A, B & C)





## SECTION 01 10 00 – SUMMARY

### PART 1 - GENERAL

#### 1.1 PROJECT INFORMATION

A. Project Identification:

**Installation of (3) NCAA Regulation Tennis Courts**  
Southern University and A&M College

B. Owner:

Southern University  
801 Harding Blvd  
Baton Rouge, LA

**Attn: Simonne Whitmore**

C. Architect:

Domain Architecture, a professional architectural corporation  
11130 Industriplex Blvd Suite 200  
Baton Rouge LA 70809

#### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of a three (3) new Post-tensioned concrete tennis courts in compliance with NCAA Design & Construction Plans and Specifications.
- B. Contract: A single prime construction contract shall be awarded for this project.
- C. Documents: The drawings and general provisions of the Contract, including the General and Supplementary Conditions and Division 1 Specification Sections, apply to all specifications sections throughout this Project Manual.
2. Some provisions of Division 1 General Requirements expand administrative and procedural on the General and Supplementary Conditions. Where there may be discrepancies, the General and Supplementary Conditions shall take precedence.

#### 1.3 ACCESS TO SITE; CONTRACTOR USE OF FACILITY

- A. Contractor shall have full use of premises for construction operations, including use of Project site, during construction period.
- B. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

#### 1.4 OWNER'S FACILITY RULES AND REQUIREMENTS

- A. After turning over the site, or portions of the site, to the Owner, comply with the following rules and requirements when returning to perform work to complete and correct punchlist items.



- B. Comply with the University's rules and requirements published on their website.
- C. Coordinate to cover dust sensitive equipment and furnishings near, adjacent and under areas of work.
- D. After turning over the site to the Owner for occupancy, comply with the following rules and requirements when returning to perform work to complete and correct punchlist items.
  - 1. Contractor shall check in each work day, and keep the university regularly informed on where they would be working for the week and particular day.
  - 2. Contractor to coordinate with the school to enter occupied portions of the building before school start each day to clean and remove any dust and debris near, adjacent and under areas of work to avoid disturbing classes and building functions.
  - 3. If working weekends, contact and notify security in advance.

## 1.5 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications.
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

## 1.2 WORK UNDER OTHER CONTRACTS

- D. Separate Contracts: Owner may have separate contracts for performance of certain construction operations at Project site from time to time during this contract.
- E. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

## SECTION 01 10 10 – SCOPE OF WORK

### **Installation of Three (3) New Post Tensioned Concrete Courts in compliance with NCAA Design and Construction Plans and Specifications**

Bid should include prices for Non-Encapsulated Post Tensioned concrete slab(s), lighting, fencing, surfacing, & accessories. See scope below for exact description.

The owner will provide direct suitable access to the construction site. This access will accommodate very large trucks such as cement trucks, concrete pump trucks and other large vehicles that are necessary for court installation process.

Any stone base, drive mats or crane mats needed to access the site as needed by Contractor will be the owners' responsibility.

Prior to the commencement of the work, the owner will be responsible for locating and marking any private underground utilities, (i.e. water lines, gas lines, septic line, etc.) Contractor will contact all Public Utilities prior to excavating.

The procedure for court construction will be as follows:

#### **PHASE I. Site Work**

- A. Owner to mark out the four corners and establish a benchmark.
- B. Owner to complete all site work and dirt work. Dirt pad shall be compacted to 95% standard and graded to within 1/10 ft of grade.
- C. Owner will provide the proper slope on the dirt pad. We recommend a maximum slope of 1" per every 10' (0.83% slope). We also recommend that the courts slope in a single plane from East to West or from West to East.
- D. Owner shall have site properly graded to shed water and to prevent ponding of water on the jobsite.
- E. Owner will supply all grade fill and/or sand fill if required.
- F. Contractor will layout courts and verify elevations and corners with Owner.
- G. Contractor will fine grade the subgrade (up to 1" deviation) using fill sand provided by Owner.
- H. Contractor will clean up all court construction debris (Owner to supply dumpster, or other method of disposal for construction debris)
- I. Owner to grade out and supply all landscaping around slabs after slabs are poured.
- J. Contractor not responsible for ruts left on site caused by court construction or surfacing process. Owner shall provide direct access and maintain suitable access throughout the project.



## **PHASE II. Slab Construction Phase**

- A. Contractor will provide an Engineered shop drawing for the PT slab foundation. The slab will be Engineered to meet a minimum of 125 PSI residual compressive strength.
- B. Contractor will install PT slab foundation for (3) courts to the dimensions shown on plans. The overall slab area will be (121'-6" x 181'-5" @ 5" thick) to accommodate 6 full size tennis courts.
- C. Contractor will dig perimeter footings (12-inch-wide x 12 inch deep).
- D. Contractor will install a double 6mill polyethylene moisture barrier.
- E. Contractor will install one-half inch post-tension cables on center in both directions of the slab as per the Engineered PT slab drawing.
- F. The court will be poured with 3,500 psi concrete, straight cement mix with Mid-Range water Reducing agent. No Fly-ash is allowed in concrete mix design. Fly-ash prevents the adhesion of the court paint.
- G. Contractor will supply a concrete pump truck.
- H. Contractor will fully stress cables approximately one week after the concrete is poured

## **PHASE III. Tennis Court Fencing – Black Vinyl**

- A. Contractor will Supply and Install Black Vinyl fencing around court(s), includes: 485' of 10ft tall and 198' of 4ft tall fencing.
- B. Includes top and bottom railing.
- C. Includes (6) 4'x7' gates, & (1) 4'x4' gates.
- D. Specifications for the fence material are as follows:
  - a. 3" SS40 Terminal & corner posts
  - b. 3" SS40 line posts
  - c. 1 5/8" railings as per plans (continuous top & bottom railing).
  - d. 9 gage core, 8gage finish, Class 2B Fused and Bonded Black Vinyl chain link fence mesh, 1 3/4 inch mesh

## **PHASE IV. Court Net, Net Posts, & accessories**

- A. (3) sets of 3" galvanized Net post sleeves and galvanized center Anchors installed on the court prior to pouring the concrete slab.
- B. (3) sets of 3" Internal wind net posts (black) will be installed.
- C. (3) 3.5 mm tournament quality nets installed.
- D. 485' of 9ft tall VCP windscreen (black color) on all 10ft fencing
- E. (6) custom S.U. windscreen logos (solid white/Gold TBD).
- F. (1) 10ft Cabana Canopy with 8ft Benches. Players benches
- G. (1) water coolers, with stand, and trash can.
- H. (3) Tidy Court ball holder, trash can, score keeper combo
- I. (6) vinyl court numbers (fence mount)

## **PHASE V. Surface Phase (QCI Classic Surfacing system or equal)**

- A. Court shall be surfaced, and striped using the Premium QCI Classic surfacing system or equal. Standard colors should be included in

this bid.

**B.** Contractor will install 2" white lines for all court markings.

**PHASE VI: Furnish LED Court lighting: Zone (Large) lighting system – LSI or equal.**

- A. Includes (14) (Anchor base / direct burial) light poles.
- B. Includes bracket arms for all poles.
- C. Includes (8) LED lights per court – total (24) fixtures.
- D. Contractor will install all pole foundations, set light poles, install brackets, and install all fixtures.
- E. Contractor will run conduit to each of the poles and receptacles.
- F. Owner to run all wire inside conduits and will terminate all connections.
- G. Owner to install conduits from the service panel to the edge of the slab of the new courts and terminate all connections.
- H. Owner responsible for service panel, meter pan, control cabinet,
- I. breakers and switches to complete the project.

**Add Alt: 1. Trench drain between courts 4&5. Includes one (1) 12" W x 24" D concrete channels, rebar reinforced, 121.5' of 4" wide trench drains. No exterior drainage beyond the limit of the slab is included in this price.**

**Add Alt: 1. Installation of three (3) additional courts and accessories (equipment / fencing / lighting / etc) to match original three in Base bid as outlined herein.**

**Add Alt: 3. Trench drain between courts 2&3. Includes one (1) 12" W x 24" D concrete channels, rebar reinforced, 121.5' of 4" wide trench drains. No exterior drainage beyond the limit of the slab is included in this price.**

**Additional Terms and Conditions:**

- 1. Owner will provide a method of disposal for all court construction debris.
- 2. Owner will be responsible for the cost of licenses and/or permits required for this job.
- 3. Owner responsible for all dirt work, and compaction, unless otherwise specified in the scope above. If owner is responsible for installing the sub-base, then Owner will be responsible for providing a suitable subbase and is responsible for its integrity. Any structural problems that arise on this project because of subbase failures, will be the owner's responsibility to fix or repair, at no cost to Contractor.
- 4. No surfacing work will be performed during periods of inclement weather. Surfacing materials must not be installed if temperatures are below 50 degrees, or if it has recently rained, or if there is threat of rain within a 24hr period after the paint is to be applied. Temperatures must be 50 degrees and rising, with no chance of rain before or after surfacing is to be installed. 24 hrs. of cure time must be given between every coat of material. More curing time will be required during colder overcast conditions. Weather delays will require additional time to complete without liquidated damages being accessed to Contractor.



## SECTION 01 23 00 - ALTERNATES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

#### 1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. The cost for each alternate is the net addition to the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.
  - 2. Do not include bid amounts for indicated Alternate Bid items in Base Bid.

#### 1.3 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other work of the Contract.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Trench drain between courts 4 & 5. Includes one (1) 12" W x 24" D concrete channels, rebar reinforced, 121.5' of 4" wide trench drains. No exterior drainage beyond the limit of the slab is included in this price.
- B. Alternate No 2: Contractor to build an additional three (3) courts to match the original base bid three (3) courts for a total of six (6) courts
- C. Alternate No. 3: Trench drain between courts 2 & 3. Includes one (1) 12" W x 24" D concrete channels, rebar reinforced, 121.5' of 4" wide trench drains. No exterior drainage beyond the limit of the slab is included in this price.

END OF SECTION 01 23 00

## SECTION 01 29 00 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements to prepare and process Applications for Payment.

#### 1.2 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

#### 1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule. Use the form provided.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with Continuation Sheets.
    - b. Submittals Schedule.
  - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than 7 days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
  - 1. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
  - 2. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  - 3. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.
  - 4. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
    - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
  - 5. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.



#### 1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Monthly, on an agreed upon date.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment. With each Application for Payment with Include releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit one original and 2 copies, signed and notarized for each Application for Payment to Architect.
- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of Values.
  - 3. Contractor's Construction Schedule (preliminary if not final).
  - 4. Certificates of insurance and insurance policies.
  - 5. Contract/Agreement Recordation information; provide copy.
- G. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- H. Prior to Final Application for Payment: The following items must be submitted:
  - 1. Warranties
  - 2. Operating and Maintenance Manuals
  - 3. Record Drawings
  - 4. Lien Certificate
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Lien-free Certificate issued by Clerk of Court
2. AIA Document G707, "Consent of Surety to Final Payment."
3. Upon request by Owner and/or Architect, submit the following:-
  - a. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - b. Updated final statement, accounting for final changes to the Contract Sum.
  - c. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  - d. AIA Document G706A, "Contractor's Affidavit of Release of Liens."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00



## SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative provisions for project meetings:-
1. General requirements for Project Meetings.
  2. Pre-construction Conference.
  3. Pre-installation Conferences.
  4. Project Progress meetings.

#### 1.2 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
1. Include special personnel required for coordination of operations with other contractors.

#### 1.3 MEETING MINUTES

- A. Format: Indicate date of meeting and project title. Include list of attendees. Itemized description of matters discussed in the meeting.
- B. Pre-construction Conference Minutes: The Architect will record and distribute minutes of this meeting.
- C. Project Progress and Pre-installation Meeting Minutes:
1. The Contractor will be responsible for recording and writing minutes of all other meetings required in the project.
    - a. Record significant discussions and agreements achieved.
    - b. Within 3 days after each meeting, email of a draft of the minutes in MsWord computer file to the Architect.
    - c. Upon receipt, the Architect's may add and/or amend comments, and distribute amended and finalized minutes of the meeting to the Contractor and Owner within 3 days thereafter.
    - d. Contractor will be responsible for distributing copies to pertinent subcontractors and suppliers, and inform them of action required.
  2. Minutes are not required to be compiled or distributed to the Architect and Owner for other meetings that are not required or requested for the project; such as Contractor's coordination meetings and pre-installation meetings that are not stipulated in the Project Manual.

#### 1.4 PROJECT MEETINGS

- A. Project Meetings - General: To enable orderly review during progress of the work, and to provide for systematic discussion of problems, conduct project meetings throughout the construction period. Contractor's relations with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility and are not part of project meetings content.

1. Meeting Schedule: Except as noted below for Preconstruction Meeting, project progress meetings will be held as determined by the Architect, generally once every month.
  2. Meeting Location: To the maximum extent practicable, meetings will be held at the Contractor's job site office.
  3. Attendees: Architect will issue reminder to Owner's representative and Contractor prior to each meeting. Contractor shall inform sub-contractors and others whose presence is required, of date and time of each meeting.
  4. Agenda: Meeting agenda guidelines are indicated in these specifications below. To the maximum extent practicable, advise the Architect at least 24 hours in advance of project meetings regarding additional or special items to add to the agenda.
- B. Preconstruction Conference: A preconstruction conference will be scheduled before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor, Contractor's superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing / Critical work sequencing.
    - c. Designation of responsible personnel.
    - d. Channels and procedures for communications.
    - e. Procedures for processing field decisions and Change Orders.
    - f. Procedures for processing Applications for Payment.
    - g. Distribution of the Contract Documents.
    - h. Submittal procedures.
    - i. Preparation of Record Documents.
    - j. Use of the premises.
    - k. Responsibility for temporary facilities and controls.
    - l. Parking availability.
    - m. Office, work, and storage areas.
    - n. Equipment deliveries and priorities.
    - o. First aid.
    - p. Security.
    - q. Progress cleaning.
    - r. Working hours.
    - s. Rules and regulations governing performance of the work.
  3. Required Documents
    - a. Schedule of Values
    - b. List of Subcontractors and Material Suppliers
    - c. Construction Schedule
    - d. Information listed in Paragraph 7.1 of the Supplementary Conditions

#### 1.5 PRE-INSTALLATION CONFERENCES, GENERAL



- A. There are generally 3 kinds of pre-installation conferences -
1. Pre-installation Conferences Required by Contract Documents: Comply with pertinent Project Meeting procedures and requirements.
    - a. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
    - b. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
  2. Pre-installation Conferences Not Required by Contract Documents: These include, but are not necessarily limited to, meetings scheduled by the Contractor or required by product manufacturers. Such meetings are the Contractor's responsibility. Notify Architect in advance of these meetings. Architect reserves the option to attend these meetings.
  3. Pre-installation Conferences Scheduled by the Owner: These are the Owner's meetings for coordination with work by Owner's Contractor(s). Comply with pertinent Project Meeting procedures and requirements. Such meetings include, but are not necessarily limited to:-
    - a. Data and voice communications equipment installation.
    - b. School furniture.
- B. Pre-installation Conferences: Conduct at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Submittals.
    - c. Review of mockups.
    - d. Possible conflicts.
    - e. Compatibility problems.
    - f. Time schedules.
    - g. Weather limitations.
    - h. Manufacturer's written recommendations.
    - i. Warranty requirements.
    - j. Compatibility of materials.
    - k. Acceptability of substrates.
    - l. Temporary facilities and controls.
    - m. Space and access limitations.
    - n. Regulations of authorities having jurisdiction.
    - o. Testing and inspecting requirements.
    - p. Required performance results.
    - q. Protection of construction and personnel.
  3. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

## 1.6 PROGRESS MEETINGS

- A. Progress Meetings: Conduct progress meetings at monthly intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner, Architect, Contractor, Contractor's superintendent; each subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Work hours.
      - 10) Hazards and risks.
      - 11) Progress cleaning.
      - 12) Quality and work standards.
      - 13) Change Orders.
      - 14) Documentation of information for payment requests.

## 1.7 PRE-CLOSEOUT MEETING

- A. When the project is 75%-80% complete, the contractor shall coordinate with the Architect, Owner, & User Agency to conduct a Pre-Closeout Conference at the Project Site.
1. Attendees: In addition to representatives of Owner, Architect, User Agency, Contractor, Contractor's superintendent; each principal Subcontractor shall be represented at this meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: At a minimum, the following items are to be covered in preparation for substantial completion:
    - a. Fire Marshal date and time of the Inspection; minimum 7 day notice
      - 1) Designer Certificate of Completion
      - 2) Sprinkler Certification
      - 3) Fire Alarm Certification



- 4) Fire Extinguishers inspected and tagged
- 5) Elevator certification (if applicable)
- 6) Boiler Inspections (if applicable)
- b. All equipment should be operating and contractor will be expected to walk User Agency through operations instructions
- c. Retainage is for lien protection; additional funding will be withheld for punchlist items. If the value of the punchlist exceeds the amount remaining minus retainage, substantial completion cannot be issued.
- d. When deemed substantially complete, architect will issue NOTICE OF ACCEPTANCE OF BUILDING CONTRACT to FP&C. It will need to be filed in the courthouse. This recording at the courthouse will start the 45 day lien period.
- e. No project shall be accepted until both the Manufacturer's Roofing Warranty and the Contractor's Roofing Warranty are submitted and found to be in compliance with the requirements of the Contract Documents. In addition, complete (or have the roofer complete) FP&C Roof Completion Information form for each roof section. A copy of the blank form can be obtained from Facility Planning and Control.
- f. Review of the roofing manufacturer's guarantee
  - 1) No dollar limit for minimum of 10 years
  - 2) System warranty. All components of the roofing system from the deck up are warranted, including the edge metal or coping.
  - 3) Warranty cannot state "...will not honor warranty until paid in full..." or similar.
  - 4) Includes membranes, base sheets, and insulation down to the structural deck
  - 5) If stated, windstorm must be Beaufort Number 11
  - 6) Warranties governed by laws of another state are unacceptable, and must be governed by the state of the project.
  - 7) Supplementary Conditions calls for any legal action to be in the Nineteenth Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana.
- g. User Agency should provide a letter of concurrence prior to acceptance.
- h. FP&C will not approve retainage payment without:
  - 1) Designer-approved invoice or pay application
  - 2) Original Consent of Surety to Final Payment (AIA Form G707)
  - 3) Original Clear Lien Certificate showing that 45 days **have elapsed** since Notice of Acceptance was filed. Legal holidays do not count in the 45 days. Clear Lien certificates obtained / dated on the forty-fifth day are not acceptable.
  - 4) Facility Planning & Control requires certification by the designer that the punch listed work has been completed prior to any payment of money withheld for the Punch List. If the Punch List is not completed within 45 days after Acceptance, the contractor may be placed in default. Contractor must be paid for all punch list work completed by the end of the 45 day lien period at the end of the 45 day lien period.
  - 5) As-builts, prepared in accordance with the General Instructions must be submitted and approved prior to Final Payment. Contractor to record as-built information that varies from the contract documents, on (1) one set of prints, to be furnished to the Designer at completion of the job.

- 6) Designer shall bring to the attention of the Contractor all deficiencies as soon as they are discovered when feasible and shall **NOT** wait until the punch list is prepared.
- 7) Near the end of the project the FP&C Project Manager will review the project to determine compliance with FP&C's ADA Non-Comprehensive Field Checklist. Any accessibility problems identified in this review shall be corrected before the project can be considered complete.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

## SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction provided by the Contractor during performance of the Work, including the following:
  - 1. Contractor's Construction Schedule.
  - 2. Submittals Schedule.
- B. Contract documentation required elsewhere, includes, but not necessarily limited to:
  - 1. List of subcontractors and suppliers.
  - 2. Schedule of Values.
  - 3. Bonds and Insurance.

#### 1.2 SUBMITTALS

- A. Superintendent's Resume; Submit 1 copy.
- B. Submittals Schedule: Submit 3 copies of schedule. Arrange the following information in a tabular format:
  - 1. Scheduled date for first submittal.
  - 2. Specification Section number and title.
  - 3. Submittal category (action or informational).
  - 4. Name of subcontractor.
  - 5. Description of the Work covered.
  - 6. Scheduled date for Architect's final release or approval.
- C. Contractor's Construction Schedule: Submit 3 printed copies of initial schedule, one a reproducible print and one a blue- or black-line print, large enough to show entire schedule for entire construction period.

#### 1.3 COORDINATION

- A. Coordinate preparation and processing of schedules with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from parties involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

### PART 2 - PRODUCTS



## 2.1 SUPERINTENDENT'S RESUME

- A. Submit the name of the proposed superintendent and the superintendent's resume demonstrating experience, competence and qualifications. Indicate experience with past projects of a similar scope and nature as this project. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, has reasonable objection to the proposed superintendent. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

## 2.2 SUBMITTALS SCHEDULE

- A. Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  - 1. Initial Submittal: Submit concurrently with construction schedule. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

## 2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. General: Contractor's Construction Schedule is a submittal for informational purposes to the Owner and Architect. It is tool developed by the Contractor for tracking and organizing the Contractor's own progress of the project.
  - 1. It is not the Architect's duty to approve the Construction Schedule with respect to Contractor's deployment and scheduling of portions of the work.
  - 2. For project coordination purposes, the Architect will review the Contractor's Construction Schedule for the following:
    - a. Format of the Construction Schedule is acceptable so that the Schedule may be utilized for comparing with the Schedule of Values and Payment Applications;
    - b. Whether the Contractor is progressing on or better than the schedule based on the information indicated, or;
    - c. If the Contractor is behind schedule, and the Contractor should submit a proposed work plan to catch up with the Schedule.
  - 3. Should the Contractor fail to provide an updated Schedule, Progress Payments will not be processed.
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion. Indicate also,
  - 1. Start and completion dates for each phase of the work as indicted in the Drawings.

- F. Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice of Award. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
  - 1. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

### PART 3 - EXECUTION

#### 3.1 SUPERINTENDENT

- A. The Contractor shall assign and dedicate a superintendent for the project only, and who shall have no other projects under his supervision.
- B. The Contractor shall not change the superintendent previously selected, without prior written notification to the Owner through the Architect.

#### 3.2 CONTRACTOR'S SUBMITTAL SCHEDULE

- A. Submit Submittal Schedule within 7 days after the Notice to Proceed.

#### 3.3 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities.
  - 1. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 2. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

END OF SECTION 01 32 00

## SECTION 01 33 00 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. Submit all project material product data, shop drawings, samples submittals and related documents within 30-days after the Notice to Proceed.

#### 1.2 DEFINITIONS

- A. Action Submittals: Information that requires Architect's responsive action.
- B. Informational Submittals: Information that does not require Architect's approval. Submittals may be rejected for not complying with requirements.
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.
- D. Owner Requested Information: Written information that does not require Architect's review and approval. This information may be transmitted directly to the Owner.

#### 1.3 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
  - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  - 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
  - 4. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal category: Action; informational.
    - d. Name of subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for Architect's final release or approval.



- g. Scheduled date of fabrication.
- h. Scheduled dates for purchasing.
- i. Scheduled dates for installation.
- j. Activity or event number.

#### 1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
  - 1. Architect may furnish Contractor one set of digital data files of the Contract Drawings for use in preparing Shop Drawings.
  - 2. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  - 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 7 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow 7 days for review of each resubmittal.
  - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 14 days for initial review of each submittal.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
  - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
  - 2. Provide a space approximately 3 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  - 3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.

- c. Name of Architect.
  - d. Name of Contractor.
  - e. Name of subcontractor.
  - f. Name of supplier.
  - g. Name of manufacturer.
  - h. Number and title of appropriate Specification Section.
  - i. Drawing number and detail references, as appropriate.
  - j. Location(s) where product is to be installed, as appropriate.
  - k. Other necessary identification.
4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
    - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
  5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return, without review, submittals received from sources other than Contractor.
- E. Electronic Submittals: Identify and incorporate information in each submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  4. Transmittal Form for Electronic Submittals: Use format containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Contractor.
    - e. Name of firm or entity that prepared submittal.
    - f. Names of subcontractor, manufacturer, and supplier.
    - g. Category and type of submittal.
    - h. Specification Section number and title.
    - i. Drawing number and detail references, as appropriate.
    - j. Related physical samples submitted directly.
    - k. Other necessary identification.
    - l. Remarks.
- F. Options: Identify options requiring selection by Architect.
- G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than

those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General: Prepare, review, mark approval, sign, date, and submit submittals required by individual Specification Sections.
  - 1. Electronic Submittals: Submit via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  - 2. Paper Submittals - Number of Copies: Copies for Contractor use, plus number below.
    - a. Architect will keep 2 copies of each submittal, unless otherwise indicated.
    - b. Contractor shall provide one copy to be kept at project site during construction.
    - c. Copy(s) as a Project Record Document and for Project Material Manual described elsewhere in Division 1.
  - 3. Grouping: Submit associated items in groups to avoid rejection of a single item that may impact upon the rest of the group.
    - a. Grouping - Color Selection: Assemble and group color charts, samples, mock-ups and other related information where finishes are required and submit all these items at one time. Allow a period of at least 3 weeks for color selection, Architect's preparation of color board for presentation to Owner, and Owner's final approval.
  - 4. It is the Contractor's responsibility for proper distribution to subcontractors of shop drawings and advise them of the number of prints required for complete job use.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. Mark each copy of each submittal to show which products and options are applicable.
  - 2. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.



- c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  3. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  4. Submit Product Data before or concurrent with Samples.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale.
  1. Preparation: Fully illustrate requirements in the Contract Documents.
  2. Submit Shop Drawings either in PDF electronic format or paper copies.
  3. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
  1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
  3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line.
  5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color,

texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit 2 sets of Samples. Architect will retain one Sample sets; remainder will be returned.
  - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
  - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

## 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals indicated and upon request.
  1. Number of Copies: 2 copies, unless otherwise indicated. Architect will not return copies.
  2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  3. Test and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."

## 2.3 OWNER REQUESTED INFORMATION

- A. General: Prepare and submit Owner requested information required.
  1. Number of Copies: Submit 2 copies of each Owner requested information, unless otherwise indicated.
  2. Architect will not review this information.
  3. This information will be transmitted directly to the Owner.
- B. Owner Requested Information: This information may include -
  1. Material Safety and Data Sheets (MSDS) for posting.
  2. Contractor's safety plan.

## 2.4 CONTRACTOR'S INFORMATION

- A. While the Owner may request Information in 2.3-B above, this information is not for review and approval. Contractor is responsible for site safety measure and protocols.
  1. Do not include Material Safety and Data Sheets (MSDS) in Action Product Submittals.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW AND APPROVAL

- A. Contractor's Approval Required: Prior to transmitting submittals to the Architect, check for conformance to Contract Documents and indicate approval by dating, stamping and signing each copy of the shop drawings.





## SECTION 01 40 00 - QUALITY CONTROL REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
  - 1. Testing and inspection services for the following will be engaged and paid by the Contractor:
    - a. Earthwork
    - b. Concrete.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
  - 3. Re-testing: Owner will pay for passed tests only. Failed tests shall be paid by the Contractor by Change Order, deducting failed test amount(s) from the Contract.

#### 1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made under Sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Mockups establish the standard by which the Work will be judged.
- D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

#### 1.3 REPORT SUBMITTALS

- A. Reports: Prepare and submit certified written reports that include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.

5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Ambient conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and re-inspecting.

#### 1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed. This includes the Owner's testing agencies. Failure to do so will not be grounds for time extensions.

#### 1.5 QUALITY CONTROL

- A. Contractor Responsibilities: Unless otherwise indicated, Contractor shall pay for and provide quality-control services specified and required by authorities having jurisdiction.
  1. Notify testing agencies sufficiently in advance of time, a minimum of 72-hours, when Work that requires testing or inspecting will be performed. (This includes the Owner's testing agencies. Failure to do so will not be grounds for time extensions.)
  2. Submit a certified written report, in duplicate, of each quality-control service.
  3. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  4. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- C. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
  5. Do not perform any duties of Contractor.

- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  - 4. Facilities for storage and field-curing of test samples.
  - 5. Delivery of samples to testing agencies.
  - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
  
- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
  - 2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
  
- B. Protect construction exposed by or for quality-control service activities.
  
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

### 3.2 DEMONSTRATION AND TRAINING

- A. Cooperate and allow Owner to record training sessions on video.

END OF SECTION 01 40 00



## SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities provided by the Contractor.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Water service and distribution.
  - 2. Sanitary facilities, including toilets and drinking-water facilities.
  - 3. Heating and cooling facilities.
  - 4. Ventilation.
  - 5. Electric power.
  - 6. Lighting.
  - 7. Communications.
- C. Support facilities include, but are not limited to, the following:
  - 1. Temporary roads and paving.
  - 2. Dewatering facilities and drains.
  - 3. Project identification and temporary signs.
  - 4. Waste disposal facilities.
  - 5. Field office – job shack.
  - 6. Storage and fabrication sheds.
  - 7. Lifts and hoists.
  - 8. Construction aids and miscellaneous services and facilities.
  - 9. Hand cleaning and sanitizing stations (COVID PPE).
- D. Security and protection facilities include, but are not limited to, the following:
  - 1. Environmental protection.
  - 2. Dust protection.
  - 3. Stormwater control.
  - 4. Tree and plant protection.
  - 5. Security enclosure and lockup.
  - 6. Barricades, warning signs, and lights.
  - 7. Fire protection.
  - 8. Temporary chain link fence and gates.

#### 1.2 UTILITY USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Architect and shall be included in the Contract Sum. Contractor shall set up and pay for utility services and metered connections for water and electricity used for construction.
- B. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:

1. Owner's construction forces.
  2. Occupants of Project.
  3. Architect.
  4. Testing agencies.
  5. Personnel of authorities having jurisdiction.
- C. Sewer Service: Pay for sewer service use charges for sewer usage, by all parties engaged in construction, at Project site.
- D. Water Service: Pay water service use charges, whether metered or otherwise, for water used by all entities engaged in construction activities at Project site.
- E. Electric Power Service: Pay electric power service use charges, whether metered or otherwise, for electricity used by all entities engaged in construction activities at Project site.

### 1.3 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
1. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

### 1.4 PROJECT CONDITIONS

- A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.
1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
- B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
1. Keep temporary services and facilities clean and neat.
  2. Relocate temporary services and facilities as required by progress of the Work.
  3. Do not use Owner's dumpsters for waste disposal.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used. Provide materials suitable for use intended.
- B. Fencing: Provide one of the following below at Contractor's option -
1. Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.76-mm-) thick, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized

steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top rails.

2. Portable Chain-Link Fencing: Minimum 2-inch (50-mm) 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide concrete or galvanized steel bases for supporting posts.
- C. Fence Screen: (Required with both of the above selections) Provide wind screen to fence along and public sides of the project.
- D. Lumber and Plywood: Comply with Division 6 Section "Rough Carpentry."
- E. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.
- F. Water: Potable.

## 2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Fire Extinguishers: Hand carried, portable, UL rated.
  1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- C. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- D. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- E. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.
- F. Dumpsters: Sizes appropriate for construction waste and debris generated. Units with lids to prevent wind action from blowing trash and debris.
  1. Dumpsters deployed and located at various portions of the site to maintain the entire site in a clean and orderly condition.
- G. Hand Cleaning and Sanitizing Stations (COVID PPE): Provide at appropriate locations throughout the site.

## 2.3 SIGNS

- A. Project Sign. Provide on 1 (one) - 8 x 4-ft. exterior plywood with continuous treated 1x4 all 4 sides, with 1x4 intermediate verticals behind the boards:
  1. Artwork to be provided.
  2. Dark/navy blue letters over off-white background.



3. Locate on project site as directed by Owner.
  4. Install project sign plumb and level, with a minimum of 2 treated 6x6-inch posts, each with treated 2x4 braces, to the ground. Maintain sign in good condition and proper upright position throughout the duration of the project.
  5. Submit scaled drawing of sign, showing full listing of persons and entities for approval prior to fabrication of sign.
- B. Bulletin Board: Protected from weather. As required for posting signs and notices required by authorities having jurisdiction.
- C. Directional & Informational Signs: As required for directing construction traffic, and de-tour/redirecting traffic.
- D. Prohibited Signs & Messages: With the exception of signage required by authorities having jurisdiction, all other signs, such as signs for advertising purposes indicating installer, sub-contractor and supplier entities, are prohibited.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
  2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
  3. Obtain easements to bring temporary utilities to Project site where Owner's easements cannot be used for that purpose.
- B. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction until permanent water service is in use. Sterilize temporary water piping before use.
1. Provide hose extensions as necessary to serve Project site. Locate hoses such that they do not pose as a tripping hazard or cause any other interference.
  2. As soon as water is required at each area, extend service to form a temporary water- and fire-protection standpipe. Provide distribution piping. Space outlets so water can be reached with a 100-foot (30-m) hose. Provide one hose at each outlet.

- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
  - 1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
  - 2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Secure units within fenced-in staging areas.
  - 3. Use of Owner's existing toilet facilities will be not permitted.
  
- D. Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnecting means, automatic ground-fault interrupters, and main distribution switchgear.
  - 1. Install electric power service underground, unless overhead service must be used.
  - 2. Install power distribution wiring overhead and rise vertically where least exposed to damage.
  
- E. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
  - 1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
  - 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
  
- B. Project and Temporary Signs: Install signs to inform public and persons seeking entrance to Project. Do not permit installation of unauthorized signs.
  - 1. Project Sign: Provide project sign (see figure in this section). Locate at project site as directed. Protect and maintain project sign. Relocate Project sign when directed.
  - 2. Prepare temporary signs to provide directional information to construction personnel and visitors.
  - 3. Provide temporary bulletin board, with protection from weather, for posting signs and notices required by authorities having jurisdiction.
  - 4. No other signs are permitted.
  
- C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.
  
- D. Dumpster(s) - Collection and Disposal of Waste: Collect waste regularly. Do not allow materials to overflow resulting in poor housekeeping measures. Dispose waste materials offsite, in a lawful manner.

1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.

E. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility services. Sheds may be open shelters or fully enclosed spaces within building or elsewhere on-site.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.

B. Stormwater Control: Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of stormwater from heavy rains.

C. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from construction damage. Protect tree root systems from damage, flooding, and erosion.

D. Enclosure Fence – Work and Staging Areas: Before construction operations begin for each work area, install chain-link enclosure fence with lockable entrance gates. Install in a manner that will prevent people, dogs, and other animals from easily entering the work area.

1. Provide gates in sizes and at locations necessary to accommodate delivery vehicles and other construction operations.

E. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

F. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.

G. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
2. Vertical Openings: Close openings of 25 sq. ft. (2.3 sq. m) or less with plywood or similar materials.
3. Horizontal Openings: Close openings in floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.



4. Install tarpaulins securely using fire-retardant-treated wood framing and other materials.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
  1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
  2. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- B. Temporary Facility Changeover: Except for using permanent fire protection as soon as available, do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  1. Materials and facilities that constitute temporary facilities are the property of Contractor. Owner reserves right to take possession of Project identification signs.
  2. Remove temporary roads and paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
    - a. Where aggregate surfacing is used, completely remove aggregate. No stone aggregate is permitted to remain.
  3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section "Closeout Procedures."

END OF SECTION 01 50 00

## SECTION 01 60 00 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following administrative and procedural requirements:
1. Selection of products for use in Project;
  2. Product delivery, storage, and handling;
  3. Manufacturers' standard warranties on products;
  4. Special warranties;
  5. Product substitutions.

#### 1.2 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
1. "Approved Equal" or "Equal" Product Specification: Where a specific manufacturer's product is named and accompanied by the words "Approved Equal" or "Equal," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
- C. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

#### 1.3 SUBSTITUTION SUBMITTALS

- A. Substitution Requests: Submit 2 copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
    - b. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - c. Samples, where applicable or requested.
    - d. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
    - e. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

- f. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 3 days of receipt of a request for substitution. Architect will notify acceptance by addendum before the bid.

#### 1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
  1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
  5. Store products to allow for inspection and measurement of quantity or counting of units.
  6. Store materials in a manner that will not endanger Project structure.
  7. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  9. Protect stored products from damage.
- B. Storage: Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

#### 1.5 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

### PART 2 - PRODUCTS

#### 2.1 PRODUCT OPTIONS

- A. General: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.
  1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.



2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

B. Product Selection Procedures:

1. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
2. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
  - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that does not include premium items.
  - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 PRODUCT SUBSTITUTIONS

- A. Comply with Article 3.3 Substitutions, in Instructions to Bidders for timing and requirements.
- B. Architect's approval required: The Contract is based on the materials, equipment, and methods described in the Contract Documents. The Architect will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and other information required by the Architect to evaluate the proposed substitution. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this work by the Architect.
- C. Availability of specified items: Verify prior to bidding that specified items will be available in time for installation during orderly and timely progress of the work. In the event specified item or items will not be so available, so notify the Architect prior to receipt of bids.
- D. Contractor shall verify and coordinate compatibility with related construction, accommodation to space/area provided, and clearances for service access for substitution items.
- E. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record non-compliance with these requirements:

1. Requested substitution does not require extensive revisions to the Contract Documents.
2. Requested substitution is consistent with the Contract Documents and will produce indicated results.
3. Substitution request is fully documented and properly submitted.
4. Requested substitution will not adversely affect Contractor's Construction Schedule.
5. Requested substitution has received necessary approvals of authorities having jurisdiction.
6. Requested substitution is compatible with other portions of the Work.
7. Requested substitution has been coordinated with other portions of the Work.
8. Requested substitution provides specified warranty.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

## SECTION 01 70 00 - EXECUTION REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
1. Construction layout.
  2. Field engineering and surveying.
  3. General installation of products.
  4. Coordination of Owner-installed products.
  5. Progress cleaning.
  6. Starting and adjusting.
  7. Protection of installed construction.
  8. Correction of the Work.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
  2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

#### 3.2 PREPARATION



- A. Existing Utility Information: Furnish information to local utility and/or Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated.
  - 1. Notify Architect and Owner not less than 7 days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Architect's and/or Owner's written permission.
- C. Field Measurements: Take field measurements as required to fit the Work properly. Re-check measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- E. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage and pay for a land surveyor to lay out the Work .
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 3. Inform installers of lines and levels to which they must comply.
  - 4. Check the location, level and plumb, of major elements as the Work progresses.
  - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
  - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical

and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations from two or more locations.

- E. Recording: Record deviations from required lines and levels. Mark pertinent changes in Record Drawings.

### 3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
  - 4. Maintain minimum headroom clearance of 8 feet (2.4 m) in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous, and do not contain hazardous materials.

### 3.5 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide and allow access to Project site for Owner's construction forces.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction forces.
  - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.

2. Pre-installation Conferences: Include Owner's construction forces at pre-installation conferences covering portions of the Work that are to receive Owner's work. Attend pre-installation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

### 3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
  1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.
  1. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.
- H. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- I. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.



- J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- K. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components and equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

### 3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

### 3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 70 00

## SECTION 01 77 00 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Inspection procedures.
  2. Project Record Documents.
  3. Operation and maintenance manuals.
  4. Warranties.
  5. Instruction of Owner's personnel.
  6. Final cleaning.

#### 1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  2. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  3. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  4. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  5. Complete startup testing of systems.
  6. Submit test/adjust/balance records.
  7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  8. Advise Owner of changeover in heat and other utilities.
  9. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  10. Complete final cleaning requirements, including touchup painting.
  11. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for Final Completion.

#### 1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
  - 1. Submit items listed in Section 01290 Payment Procedures, Article 1.4 - I Final Payment Application.
  - 2. Complete or otherwise resolve for acceptance, the list of items to be completed or corrected (punch list).
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will either certify a final Certificate for Payment after inspection, or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit 2 copies. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order, starting with exterior areas first.
  - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

#### 1.5 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
  - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
    - b. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
  - 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
  - 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
  - 4. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.

#### 1.6 OPERATION AND MAINTENANCE MANUALS



- A. General: Prepare and submit manuals in durable plastic binders approximately 8-1/2 by 11 inches in size and with at least the following:
  - 1. Identification on, or readable through, the front cover stating general nature of the manual and the name of the project as shown on the front cover of this Project Manual.
  - 2. Neatly typewritten index near the front of the manual, furnishing immediate information as to location in the manual of emergency data regarding the installation.
  - 3. Complete instructions regarding operation and maintenance of equipment involved.
  - 4. Complete nomenclature of replaceable parts, their part numbers, current cost, and name and address of nearest vendor of parts.
  - 5. Copy of guarantees and warranties issued.
  - 6. Copy of the approved shop drawings with data concerning changes made during construction.
- B. Extraneous Data: Where contents of manuals include manufacturer's catalog pages, clearly indicate the precise items included in this installation and delete, or otherwise clearly indicate, manufacturers' data with which this installation is not concerned.
- C. Manuals: 1 hard copies, and 1 copy on disk or thumb drive. .

## 1.7 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered hard board, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of warranties to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. Provide instructors experienced in operation and maintenance procedures.
  - 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
  - 3. Schedule training with Owner, through Architect, with at least 7 days' advance notice.
  - 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
  - 5. Owner requires providing manufacturer's latest training procedures.
- B. Two training sessions are required for each type of equipment:
  - 1. Basic training.
  - 2. Specific training.

### 3.2 FINAL CLEANING

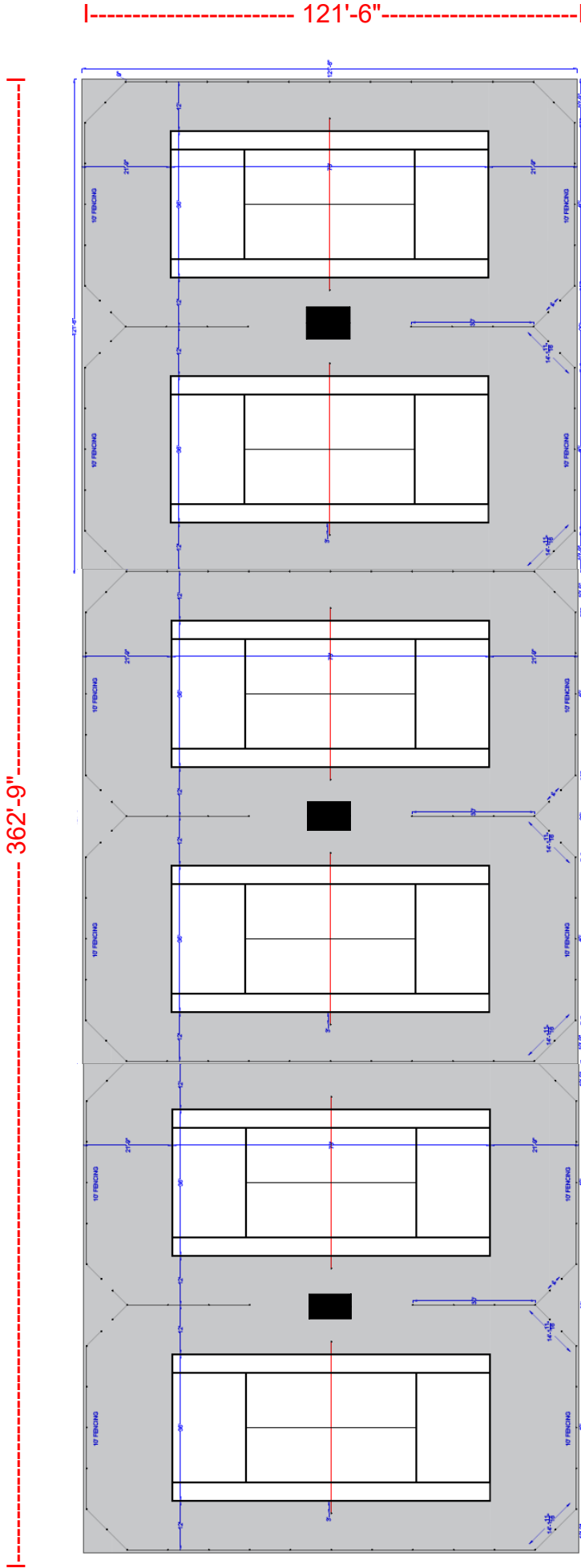
- A. General: Provide final cleaning.
  - 1. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Restore site, fill in depressions, wheel ruts and fine grade property affected by construction traffic and temporary facilities during construction operations. Where large areas of lawn are damaged, provide seed or sod restoration after fine grading acceptable to Owner.
    - d. Traverse site areas affected by construction operations with metal detector(s) to remove fasteners and residual metal debris.
    - e. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - f. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - g. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - h. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - i. Sweep concrete floors broom clean in unoccupied spaces.

- j. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
  - k. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - l. Remove labels that are not permanent.
  - m. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
  - n. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - o. Replace parts subject to unusual operating conditions.
  - p. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - q. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - r. Clean ducts, blowers, and coils if units were operated during construction.
  - s. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and defective and noisy starters in fixtures to comply with requirements for new fixtures.
  - t. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning.
- D. Do not burn waste materials.
- E. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems.
- F. Remove waste materials from Project site and dispose of lawfully.

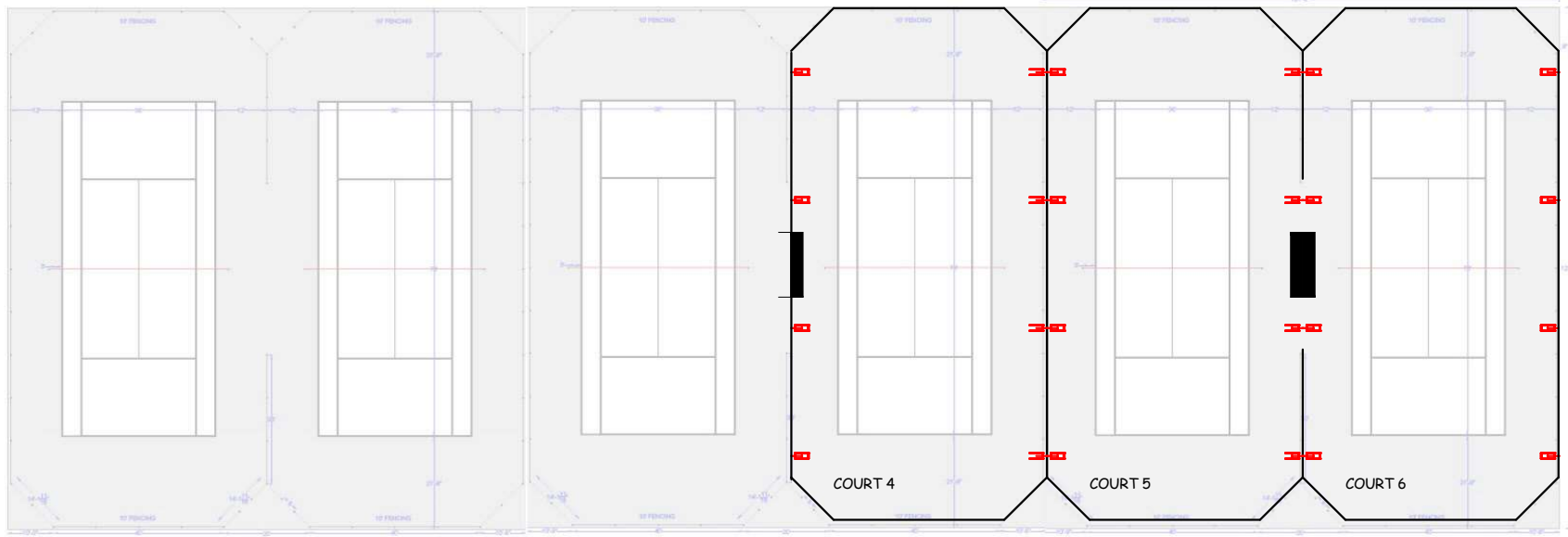
END OF SECTION 01 77 00



Southern University - (6) courts with out drains



362'-9"



121'-6"

Lighting Layout



Catalog #: \_\_\_\_\_ Project: \_\_\_\_\_

Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_ Type: \_\_\_\_\_

# ZONE™ Large (ZNL)

## Outdoor Sports Light



# ZONE

### OVERVIEW

Lumen Range	50,000 -78,000
Wattage Range	375 - 648
Efficacy Range (LPW)	114 - 146
Weight lbs (kg)	60 (27.2)

### QUICK LINKS

[Ordering Guide](#)
[Performance](#)
[Photometrics](#)
[Dimensions](#)

## FEATURES & SPECIFICATIONS

### Construction

- Rugged die-cast aluminum housing contains factory prewired driver and optical unit. Cast aluminum wiring access door located underneath.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 68 lbs in carton.

### Optical System

- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP66 rated seal.
- Proprietary silicone refractor optics provide exceptional coverage and uniformity in distribution types 2, 3, 5W, FT, FTA and AM.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 95%.
- Zero uplight.
- Available in 5000K, 4000K, and 3000K color temperatures per ANSI C78.377.
- Minimum CRI of 70
- Integral louver (IL) and house-side shield (IH) options available for improved backlight control without sacrificing street side performance. See page 3 for more details.

### Electrical

- High-performance driver features overvoltage, under-voltage, short-circuit

- and over temperature protection.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 VAC) Input 50/60 Hz or optional High Voltage (347-480 VAC).
- L90 Calculated Life: >100k Hours (See Lumen Maintenance on Page 3)
- Total harmonic distortion: <20%
- Operating temperature: 50L and 60L: -40°C to +50°C (-40°F to +122°F). 65L and 78L: -40°C to +40°C (-40°F to +104°F)
- Power factor: >.90
- Input power stays constant over life.
- Field replaceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Driver is fully encased in potting material for moisture resistance and complies with FCC standards. Driver and key electronic components can easily be accessed.

### Controls **N/A**

- Optional integral passive infrared Bluetooth™ motion and photocell sensor. Fixtures operate independently and can be commissioned via iOS or Android configuration app.
- LSI's AirLink™ wireless control system options reduce energy and maintenance costs while optimizing light quality 24/7. (see page 8 for more details).

### Installation

- Designed to mount to square or round poles.

- A single fastener secures the hinged door, underneath the housing and provides quick & easy access to the electrical compartment.
- Included terminal block (accepts up to 12 ga. wire) and 5' dimming and power leads extended to the housing exterior.
- Utilizes both B3 and B5 drill patterns for easy fastening of LSI products. (See drawing on page 8)

### Warranty

- LSI luminaires carry a 5-year limited warranty. Refer to <https://www.lsiindustries.com/resources/terms-and-warranty.aspx> for more information.

### Listings

- Listed to UL 1598 and UL 8750.
- Meets Buy American Act requirements.
- IDA compliant; with 3000K color temperature selection.
- Title 24 Compliant; see local ordinance for qualification information.
- Suitable for wet locations.
- IP66 rated Luminaire per IEC 60598-1.
- 3G rated for ANSI C136.31 high vibration applications applications are qualified.
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at [www.designlights.org/QPL](http://www.designlights.org/QPL) to confirm which versions are qualified.
- Patented Silicone Optics (US Patent NO. 10,816,165 B2)







# ZONE Large Outdoor Sports Light

## ORDERING GUIDE

[Back to Quick Links](#)TYPICAL ORDER EXAMPLE: **ZNL 60L CT UNV 50 ALBCS1 BLK IH**

Prefix	Output	Distribution	Orientation	Voltage	Color Temperature
ZNL - Zone Large	50L - 50,000 lms 60L - 60,000 lms 65L - 65,000 lms 78L - 78,000 lms Custom Lumen Packages <sup>1</sup>	CT - Court Optic FT - Forward Throw	(Blank) - Standard (no rotation) L - Optics rotated left 90° R - Optics rotated right 90°	UNV - Universal Voltage (120-277V) HV - High Voltage (347 - 480V)	50 - 5,000 CCT 40 - 4,000 CCT 30 - 3,000 CCT

Controls	Finish	Options
<p>(Blank) - None</p> <p><b>Wireless Controls System - This Not Included</b></p> <p>ALSC - AirLink Synapse Control System ALSCS02 - AirLink Synapse Control System with 12-20' Motion Sensor ALSCS04 - AirLink Synapse Control System with 20-40' Motion Sensor ALBCS1 - AirLink Blue Wireless Motion &amp; Photo Sensor Controller (8-24' mounting height)<sup>2,3</sup> ALBCS2 - AirLink Blue Wireless Motion &amp; Photo Sensor Controller (25-40' mounting height)<sup>2,3</sup></p> <p><b>Stand-Alone Controls</b></p> <p>EXT - 0-10v Dimming leads extended to housing exterior CR7P - 7 Pin Control Receptacle ANSI C136.41<sup>5</sup> IMSBT1 - Integral Bluetooth™ Motion and Photocell Sensor max 8-24' mounting height<sup>3,4</sup> IMSBT2 - Integral Bluetooth Motion and Photocell Sensor max 25-40' mounting height<sup>3,4</sup></p>	<p>BRZ - Bronze BLK - Black GPT - Graphite MSV - Metallic Silver PLP - Platinum Plus GRN - Green WHT - White</p>	<p>(Blank) - None IH - Integral Houseside Shield IL - Integral Louver (Sharp Spill Light Cutoff) FMS - Fixed Mounting Studs<sup>9</sup></p>

### Accessory Ordering Information<sup>6</sup>

Controls Accessories <sup>6</sup>	
Description	Order Number
Twist Lock Photocell (120V) for use with CR7P	122514
Twist Lock Photocell (208-277) for use with CR7P	122515
Twist Lock Photocell (347V) for use with CR7P	122516
Twist Lock Photocell (480V) for use with CR7P	225180
AirLink 5 Pin Twist Lock Controller	61409
AirLink 7 Pin Twist Lock Controller	661410
Pole-Mounted Occupancy Sensor (24V)	663284CLR <sup>7</sup>
Shorting Cap for use with CR7P <sup>8</sup>	149328

Fusing Accessories <sup>8</sup>	
Description	Order Number
Single Fusing (120V)	FK120
Single Fusing (277V)	FK277
Double Fusing (480V)	DFK480
Double Fusing (347V)	DFK347

### FOOTNOTES:

1. Custom lumen and wattage packages available, consult factory. Values are within industry standard tolerances but not DLC listed.
2. Consult factory for site layout.
3. Consult factory for 347-480V.
4. IMSBT is field configurable via the LSI app that can be downloaded from your smartphone's native app store. Consult Factory for 347-480V.

Mounting Accessories <sup>5</sup>	
Description	Order Number
Universal Mounting Bracket	684616CLR
Adjustable Slip Fitter (2" - 2 3/8" Tenon)	688138CLR
Quick Mount Pole Bracket (Square Pole)	687073CLR
Quick Mount Pole Bracket (4-5" Round Pole)	689903CLR
15 Tilt Quick Mount Pole Bracket (Square Pole)	688003CLR
15 Tilt Quick Mount Pole Bracket (4-5" Round Pole)	689905CLR
Wall Mount Bracket	382132CLR
ZNL Upswept Arm (Requires FMS Option)	756047CLR
Integral Louver/Shield	686485
Internal Houseside Shield	743416
10' Linear Bird Spike Kit (4' Recommended per Luminaire)	736795

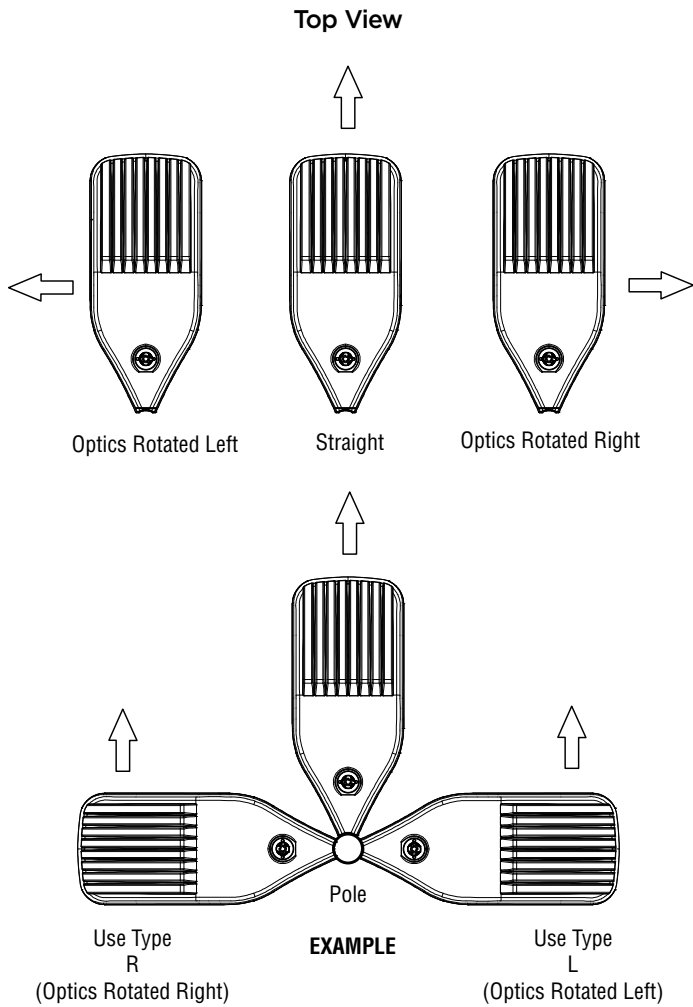
5. Control device or shorting cap must be ordered separately. See Accessory Ordering Information.
6. Accessories are shipped separately and field installed.
7. "CLR" denotes finish. See Finish options.
8. Fusing must be located in hand hole of pole.
9. For use with ZNL upswept arm only. Please see accessory table for ordering details.





# ZONE Large Outdoor Sports Light

## OPTICS ROTATION



## ACCESSORIES/OPTIONS

### Integral Louver (IL) and House-Side Shield (IH)

Accessory louver and shield available for improved backlight control without sacrificing street side performance. LSI's Integral Louver (L) and Integral House-Side Shield (IH) options deliver backlight control that significantly reduces spill light behind the poles for applications with pole locations close to adjacent properties. The design maximizes forward reflected light while reducing glare, maintaining the optical distribution selected, and most importantly eliminating light trespass. Both options rotate with the optical distribution.

Luminaire Shown with IMSBT & IL/IH Options



### 7 Pin Photoelectric Control

7-pin ANSI C136.41-2013 control receptacle option available for twist lock photocontrols or wireless control modules. Control accessories sold separately. Dimming leads from the receptacle will be connected to the driver dimming leads (Consult factory for alternate wiring).

Luminaire Shown with PCR 7P





# ZONE Large Outdoor Sports Light

## PERFORMANCE

[Back to Quick Links](#)

DELIVERED LUMENS*												
Lumen Package	Distribution	CRI	3000K CCT			4000K CCT			5000K CCT			Wattage
			Delivered Lumens	Efficacy	BUG Rating	Delivered Lumens	Efficacy	BUG Rating	Delivered Lumens	Efficacy	BUG Rating	
50L	CT	70	50680	135	B4-U0-G3	52572	140	B4-U0-G3	64622	146	B4-U0-G3	375
	FT		50082	134	B4-U0-G5	51952	139	B4-U0-G5	53978	144	B4-U0-G5	
60L	CT		57428	128	B4-U0-G3	59446	133	B4-U0-G3	60978	133	B4-U0-G3	448
	FT		56949	127	B4-U0-G5	59083	132	B5-U0-G5	60561	135	B5-U0-G5	
65L	CT		65005	125	B4-U0-G3	67432	130	B5-U0-G3	70062	135	B5-U0-G3	518
	FT		64239	124	B5-U0-G5	66638	129	B5-U0-G5	69237	134	B5-U0-G5	
78L	CT		74805	115	B5-U0-G3	77599	120	B5-U0-G3	80625	124	B5-U0-G3	648
	FT		73925	114	B5-U0-G5	76685	118	B5-U0-G5	79676	123	B5-U0-G5	

\*LEDs are frequently updated therefore values are nominal

ELECTRICAL DATA* (AMPS)						
Lumen Package	120V	208V	240V	277V	347V	480V
50L	3.13	1.80	1.56	1.35	1.08	0.78
60L	3.73	2.15	1.87	1.62	1.29	0.93
65L	4.32	2.49	2.16	1.87	1.49	1.08
78L	5.40	3.12	2.70	2.34	1.87	1.35

\*Electrical data at 25C (77F). Actual wattage may differ by +/-10%.

RECOMMENDED LUMEN MAINTENANCE <sup>1</sup>					
Ambient Temp	Lumen Multiplier				
	0 hrs. (2)	25K hrs. (2)	50K hrs. (2)	75K hrs. (3)	100K hrs. (3)
0 C - 40 C	100%	100%	97%	94%	92%

**FOOTNOTES:**

- Lumen maintenance values at 25°C are calculated per TM-21 based on LM-80 data and in-situ luminaire testing.
- In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing ((DUT) i.e. the packaged LED chip).
- In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times NA LM-80-08 total test duration (in hours) for the device under testing ((DUT) i.e. the packaged LED chip).

## PHOTOMETRICS

[Back to Quick Links](#)

Luminaire photometry has been conducted by a NVLAP accredited testing laboratory in accordance with IESNA LM-79-08. As specified by IESNA LM-79-08 the entire luminaire is tested as the source resulting in a luminaire efficiency of 100%.

See <http://www.lsi-industries.com/products/led-lighting-solutions.aspx> for detailed photometric data.

### ZNL-60L-CT-40

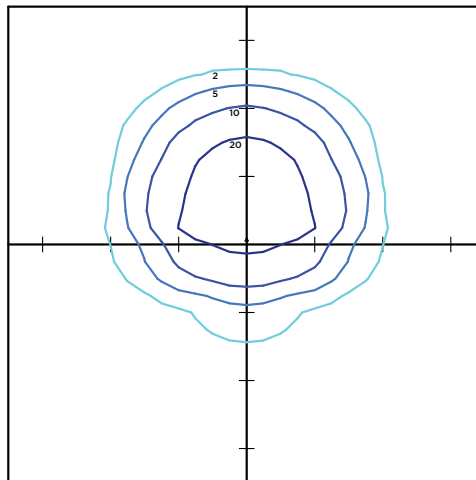
#### LUMINAIRE DATA

Type 3 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	67,432
Watts	518
Efficacy	130
IES Type	Type III - Very Short
BUG Rating	B5-U0-G3

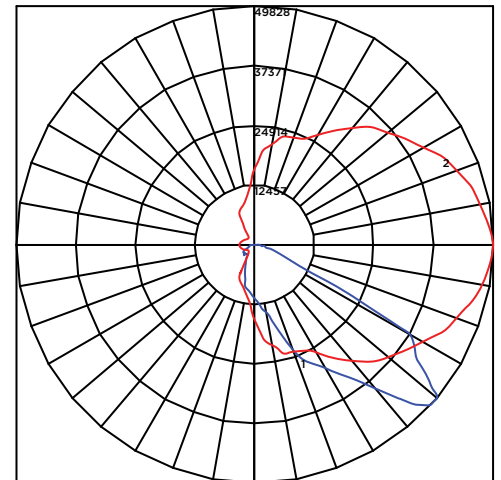
#### Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	13837	9%
Medium (30-60)°	44654	43%
High (60-80)°	8162	48%
Very High (80-90)°	779	1%
Uplight (90-180)°	0	0%
Total Flux	67432	100%

#### ISO FOOTCANDLE



#### POLAR CURVE



### 25' Mounting Height/20' Grid Spacing

■ 20 FC ■ 10 FC ■ 5 FC ■ 2 FC





# ZONE Large Outdoor Sports Light

## PHOTOMETRICS

### ZNL-65L-FT-40

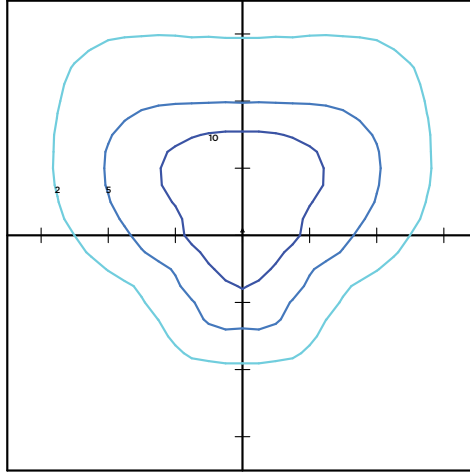
#### LUMINAIRE DATA

Type CT-IL Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	66,638
Watts	518
Efficacy	129
IES Type	Type IV - Short
BUG Rating	B5-U0-G5

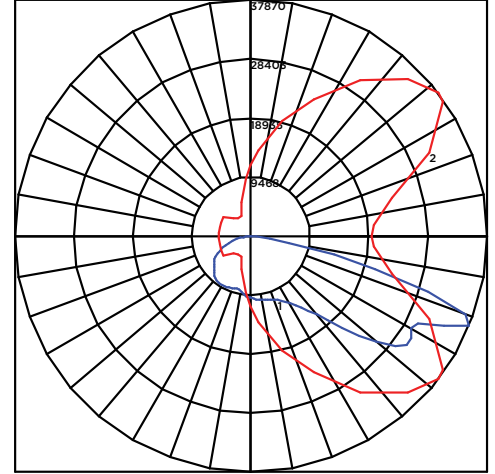
#### Zonal Lumen Summary

Zone	Lumens	%Luminaire
Low (0-30)°	8542	13%
Medium (30-60)°	33055	50%
High (60-80)°	23973	36%
Very High (80-90)°	1069	2%
Uplight (90-180)°	0	0%
Total Flux	66638	100%

#### ISO FOOTCANDLE



#### POLAR CURVE



#### 25' Mounting Height/20' Grid Spacing

20 FC
  10 FC
  5 FC
  2 FC





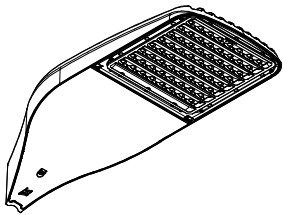
# ZONE Large Outdoor Sports Light

## ACCESSORIES/OPTIONS

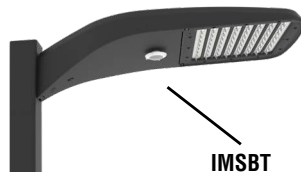
### Integral Louver (IL) and House-Side Shield (IH)

Accessory louver and shield available for improved backlight control without sacrificing street side performance. LSI's Integral Louver (IL) and Integral House-Side Shield (IH) options deliver backlight control that significantly reduces spill light behind the poles for applications with pole locations close to adjacent properties. The design maximizes forward-reflected light while reducing glare, maintaining the optical distribution selected, and most importantly eliminating light trespass. Both options rotate with the optical distribution.

Luminaire Shown with Integral Louver (IL)



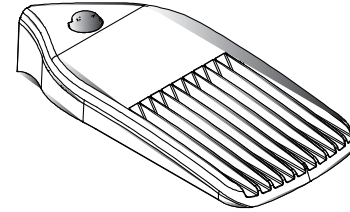
Luminaire Shown with IMSBT Option



### 7 Pin Photoelectric Control

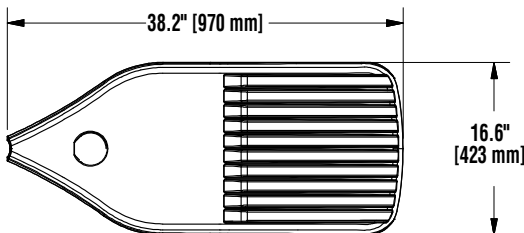
7-pin ANSI C136.41-2013 control receptacle option available for twist lock photocontrols or wireless control modules. Control accessories sold separately. Dimming leads from the receptacle will be connected to the driver dimming leads (Consult factory for alternate wiring).

Luminaire Shown with PCR 7P



## PRODUCT DIMENSIONS

[Back to Quick Links](#)



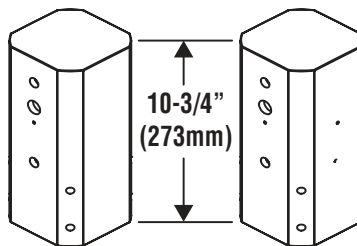
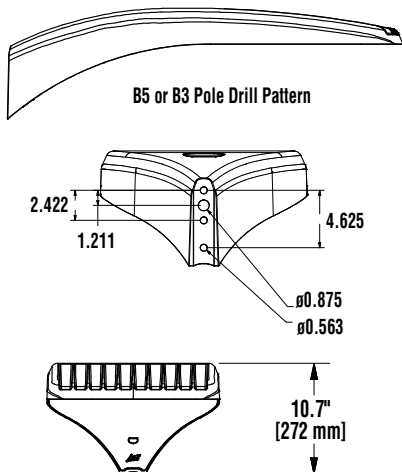
### LUMINAIRE EPA CHART - ZNL

Tilt Degree		0°	30°	45°	Tilt Degree	0°	30°	45°	
	Single	0.8	2.2	2.9		T90°	2.0	3.8	4.5
	D180°	1.6	2.2	2.9		TN120°	2.0	5.0	6.0
	D90°	1.2	3.0	3.7		Q90°	2.0	3.8	4.5

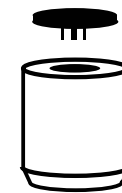
### BRACKETS

**BKA-NM-\*-CLR:** Tenon Mount Fitter

**BRKT-4ESF-\*-CLR:** Pole Top Hub



S/D-180 (Drilled 2 Sides)      D90/T90/Q90 (Drilled 4 Sides)  
For flat surface brackets



S - Single  
D180 - Double  
D70 - Double  
D90 - Double  
Q90 - Quad  
Q90 - Quad

Fits over 4" OD pole or tenon



# ZONE Large Outdoor Sports Light

## CONTROLS

### AirLink Wireless Lighting Controller

The AirLink integrated controller is a California Title 24 compliant lighting controller that provides real-time light monitoring and control with utility-grade power monitoring. It includes a 24V sensor input and power supply to connect a sensor into the outdoor AirLink wireless lighting system. The wireless integrated controller is compatible with this fixture.

Click the link below to learn more details about AirLink.

<https://www.lsi-industries.com/documents/datasheets/airlink-outdoor-specsheet.pdf>

### Integral Bluetooth™ Motion and Photocell Sensor (IMSBT)

Slim low profile sensor provides multi-level control based on motion and/or daylight. Sensor controls 0-10 VDC LED drivers and is rated for cold and wet locations (-30° C to 70° C). Two unique PIR lenses are available and used based on fixture mounting height. All control parameters are adjustable via an iOS or Android App capable of storing and transmitting sensor profiles.

Click the link below to learn more details about IMSBT.

<https://www.lsi-industries.com/documents/datasheets/imsbt-specsheet.pdf>

### AirLink Blue

Wireless Bluetooth Mesh Outdoor Lighting Control System that provides energy savings, code compliance and enhanced safety/security for parking lots and parking garages. Three key components; Bluetooth wireless radio/sensor controller, Time Keeper and an iOS App. Capable of grouping multiple fixtures and sensors as well as scheduling time-based events by zone. Radio/Sensor Controller is factory integrated into Area/Site, Wall Mounted, Parking Garage and Canopy luminaires.

Click the link below to learn more details about AirLink Blue.

<https://www.lsi-airlink.com/airlink-blue/>

## POLES & BRACKETS

LSI offers a full line of poles and mounting accessories to complete your lighting assembly. Aluminum and steel in both square and round shafts. In addition, LSI offers round tapered, fluted and hinge based poles. Designed and engineered for durability and protected with our oven baked DuraGrip Protection System. Also available with our DuraGrip+ Protection system for unmatched corrosion resistance and an extended warranty. American made in our Ohio facility with industry leading lead times.

Click the link below to learn more details about poles & brackets.

<https://www.lsi-industries.com/products/poles-and-brackets-area-street.aspx>



#### BKA UMB CLR

The 3G rated UMB allows for seamless integration of LSI luminaires onto existing/ retrofit or new construction poles. The UMB was designed for square or round (tapered or straight) poles with two mounting hole spacings between 3.5" - 5".



#### BKS PQM15 CLR

The Pole Quick Mount Bracket allows for preset 15° up tilt of LSI luminaires for greater throw of light and increased vertical illumination as well as fast installation onto poles with LSI's 3" or 5" bolt pattern.



#### BKA ASF CLR

The adjustable Slip Fitter is a 3G rated rugged die cast aluminum adapter to mount LSI luminaires onto a 2" iron pipe, 2 3/8 OD tenon. The Adjustable Slip Fitter can be rotated 180° allowing for tilting LSI luminaires up to 45° and 90° when using a vertical tenon.



#### BKS PQMH CLR

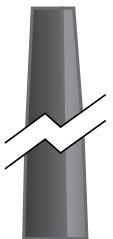
The Pole Quick Mount Bracket allows for lightning fast installation of LSI luminaires onto existing and new construction poles with LSI's B3 or B5 standard pole bolt patterns.



Square Pole  
14'-39'



Round Pole  
10'-30'



Tapered Pole  
20'-39'





**NCAA Tennis Courts  
Design and Construction Plans and Specifications  
For 1 and 2 Court Battery Layout**

Governing Entity: **INTERCOLLEGIATE TENNIS ASSOCIATION**

2022-23 ITA Rule Book:

[https://ncaaorg.s3.amazonaws.com/championships/sports/tennis/rules/2022-23PRXTE\\_ITARulesBook.pdf](https://ncaaorg.s3.amazonaws.com/championships/sports/tennis/rules/2022-23PRXTE_ITARulesBook.pdf)

**III . FACILITIES AND EQUIPMENT (page 65-66 of the 2022-23 ITA Rule Book)**

**III . FACILITIES AND EQUIPMENT**

**A . Varsity Quality Tennis Facility**

A varsity quality tennis facility is one used exclusively for tennis. The playing surface shall be of hard court construction, designed specifically for tennis and coated with a recognized tennis surface. The only lines on the playing surface shall be standard tennis court lines, including USTA approved 36' and 60' lines within the same color family as the interior court. A multi-purpose recreational facility is not acceptable.

1. *Outdoor facilities.* The playing surface shall extend to the back fence behind each baseline. Each back fence shall be located at least 18 feet behind the baseline of the court and should be at least eight feet high. To ensure proper ball visibility, there should be wind screens on the back fences behind the baselines. Spectator seating behind the court should not be provided where the movement of spectators would distract the players on court.

The distance between the doubles lines of adjacent courts shall be at least 10 feet, provided there is no fence or divider netting between the courts. Where they exist, walls and other fixed objects shall be padded with shock absorbing material. The padding should extend from the court surface vertically for a minimum of seven feet.

2. *Indoor facilities.* The playing surface shall extend from the backdrop to the backdrop. Each backdrop shall be located at least 18 feet behind the baseline of the court. To ensure proper ball visibility, it is imperative to have adequate contrast between the backdrop, the rear of the court and the tennis ball. Therefore, solid backdrop curtains shall be provided at a reasonable height behind the court. Spectator seating behind the court should not be provided where the movement of spectators would distract the players on court.

The clear height of the finished ceiling shall be at least 18 feet above the court surface at the backdrop curtain, at least 21 feet at the court baselines, and at least 35 feet at the net line.

The distance between the doubles lines of adjacent courts shall be at least 10 feet, provided there is no divider netting between the adjacent courts. The minimum distance from the doubles sideline of a court to a divider net shall be nine feet.

Lighting for indoor tennis shall be glare free and provide visibility of the ball for players and spectators from the time it is tossed in the air by the server along every path it follows, as long as the ball is in play. The average maintained light intensity shall be 75 foot-candles within the Primary Playing Area (PPA), with individual light fixtures placed in locations as specified by USTA guidelines for indoor courts. The uniformity ratio (max./min.) of lighting levels within the PPA of the court shall be between 1.5 to 2.0. All fixtures shall be located outside the doubles sidelines of the tennis courts.

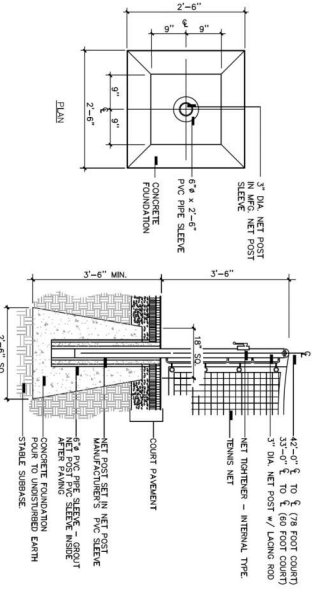
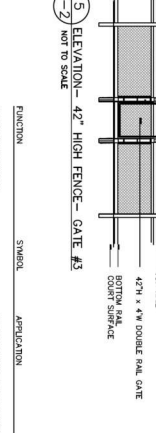
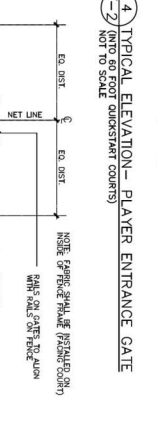
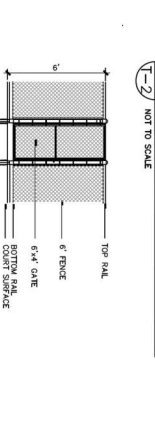
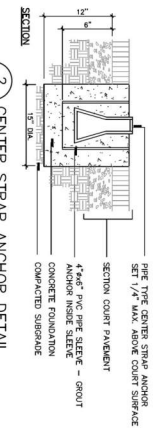
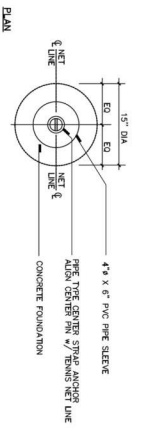
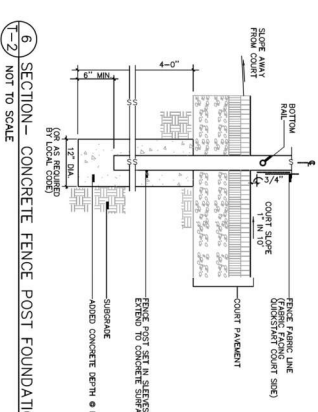
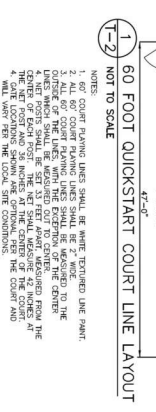
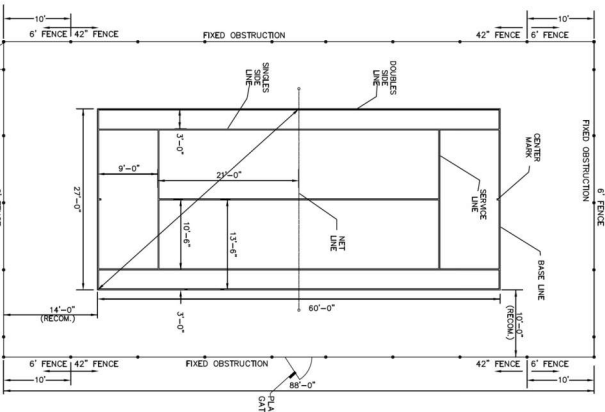
Where they exist, support columns and other fixed objects in the building shall be padded with shock absorbing material. Any fixed object within two feet of an opaque curtain should be padded. The padding should extend from the court surface vertically for a minimum of seven feet.

3. Please note that although facilities designed before Jan. 1, 2012, are not required to adhere to these guidelines, a best effort should be made to meet these guidelines. Any matches played at an indoor or outdoor facility not meeting these standards must be agreed to in writing by both coaches before the start of the match.

(Revised August 2021)

American Sports Builders Design Standards and Specifications for USTA

<https://sportsbuilders.org/page/TennisConstructionGuidelines> (See attached)



**1-1 60 FOOT QUICKSTART COURT LINE LAYOUT**  
NOT TO SCALE

- 60' COURT PLAYING LINES SHALL BE WHITE TEXTURED LINE PAINT.
- ALL 60' COURT PLAYING LINES SHALL BE 2" WIDE TO THE OUTSIDE OF THE LINES WITH THE EXCEPTION OF THE CENTER LINE WHICH SHALL BE 1 1/2" WIDE.
- NET POSTS SHALL BE SET 33 FEET APART MEASURED FROM THE NET POST AND 26 INCHES AT THE CENTER OF THE COURT.
- NET POSTS SHALL BE SET 26 INCHES AT THE CENTER OF THE COURT AND 33 FEET APART MEASURED FROM THE NET POST.

**1-2 SECTION - CONCRETE FENCE POST FOUNDATION**  
NOT TO SCALE

**2 CENTER STRAP ANCHOR DETAIL**  
NOT TO SCALE

**4 TYPICAL ELEVATION - PLAYER ENTRANCE GATE**  
NOT TO SCALE

**5 ELEVATION - 42" HIGH FENCE - GATE #3**  
NOT TO SCALE

**7 COURT SURFACING SYSTEM**  
NOT TO SCALE

**8 ELEVATION ENLARGEMENT DOUBLE TOP RAIL FENCE**  
NOT TO SCALE

FUNCTION	SYMBOL	APPLICATION
RULES OF THE GAME	1	1 APPLICATION WHITE TEXTURED LINE PAINT (HAND PAINTED)
ASTHETICS	2	1 PERIODICALLY APPLICATION FINE SAND TEXTURE COURSE (UNITED)
PLAYING CHARACTERISTICS	3	1 APPLICATION FINE SAND TEXTURE COURSE (UNITED) APPLY PERIODICALLY TO PREVIOUS COURSE (UNITED)
PLAYING CHARACTERISTICS	4	1 APPLICATION FINE SAND TEXTURE COURSE (UNITED)
SUBSTRATE PREPARATION	5	2 APPLICATIONS CONCRETE SAND FILL COATS (UNITED RESURFACED)
PAVEMENT SURFACE	6	EXISTING PAVEMENT

**NOTE**

1. PRIOR TO PAINTING LINES, PRODUCE ONE COAT OF LINE AND/OR FLATZ LINES WILL NOT BE ACCEPTED.

**60 FOOT TENNIS**

PROJECT NAME: 60 FOOT TENNIS

UNITED STATES TENNIS ASSOCIATION  
WHITE PLAINS, NEW YORK 10604  
DAVID W. LASKIN, TENNIS FACILITY CONSULTANT  
1000 W. 100TH STREET, SUITE 100  
NEW YORK, NY 10024  
(914) 997-2999

DRAWING DATE: AUGUST 27, 2009

DRAWING NUMBER: 0141

SCALE: AS SHOWN

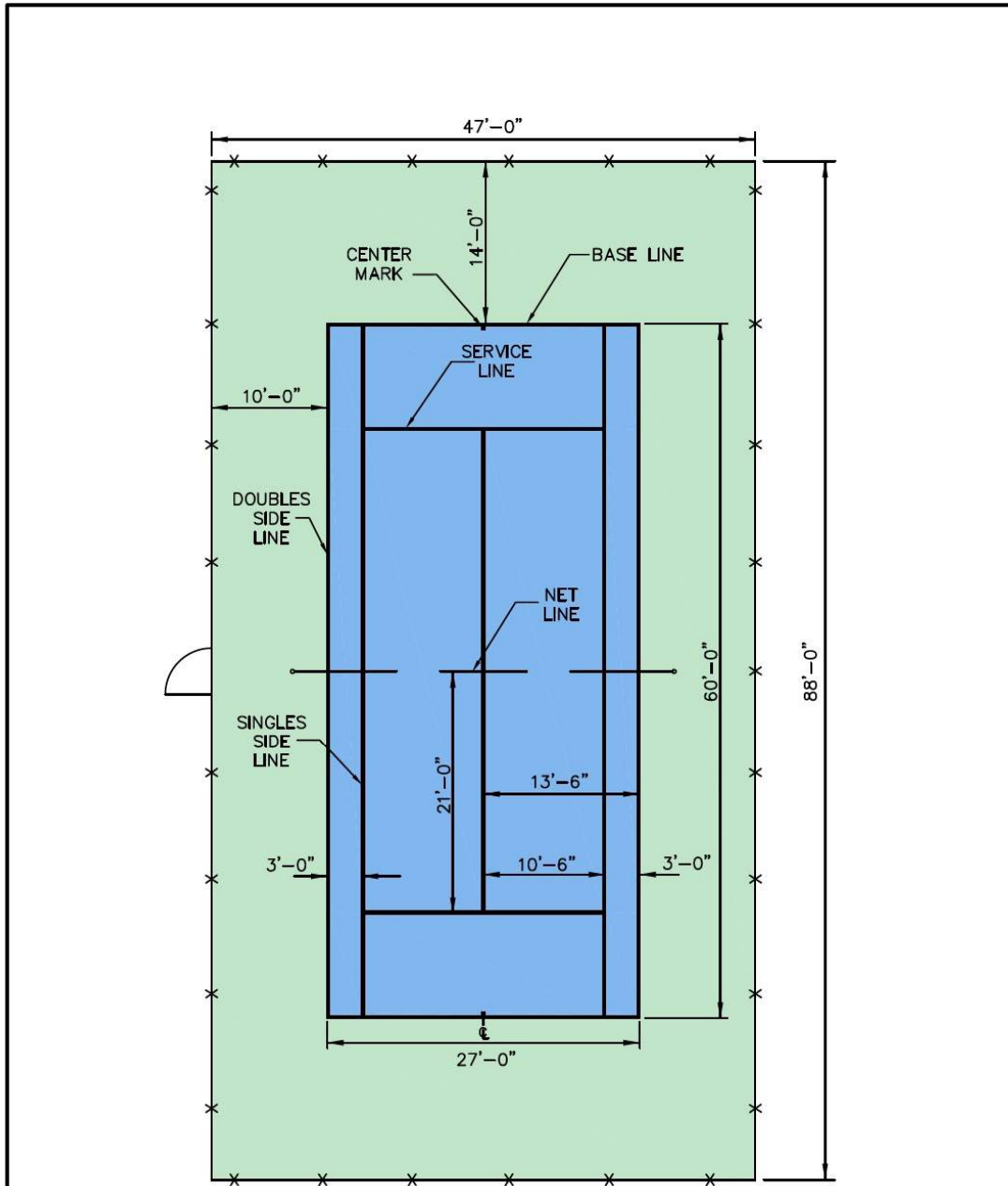
DRAWN BY: DMC

CHECKED BY: WJC

DRAWING NAME: T-2 COURT DETAILS - NEW CONSTRUCTION



Single (1-Court)




**SINGLE COURT LINE LAYOUT**

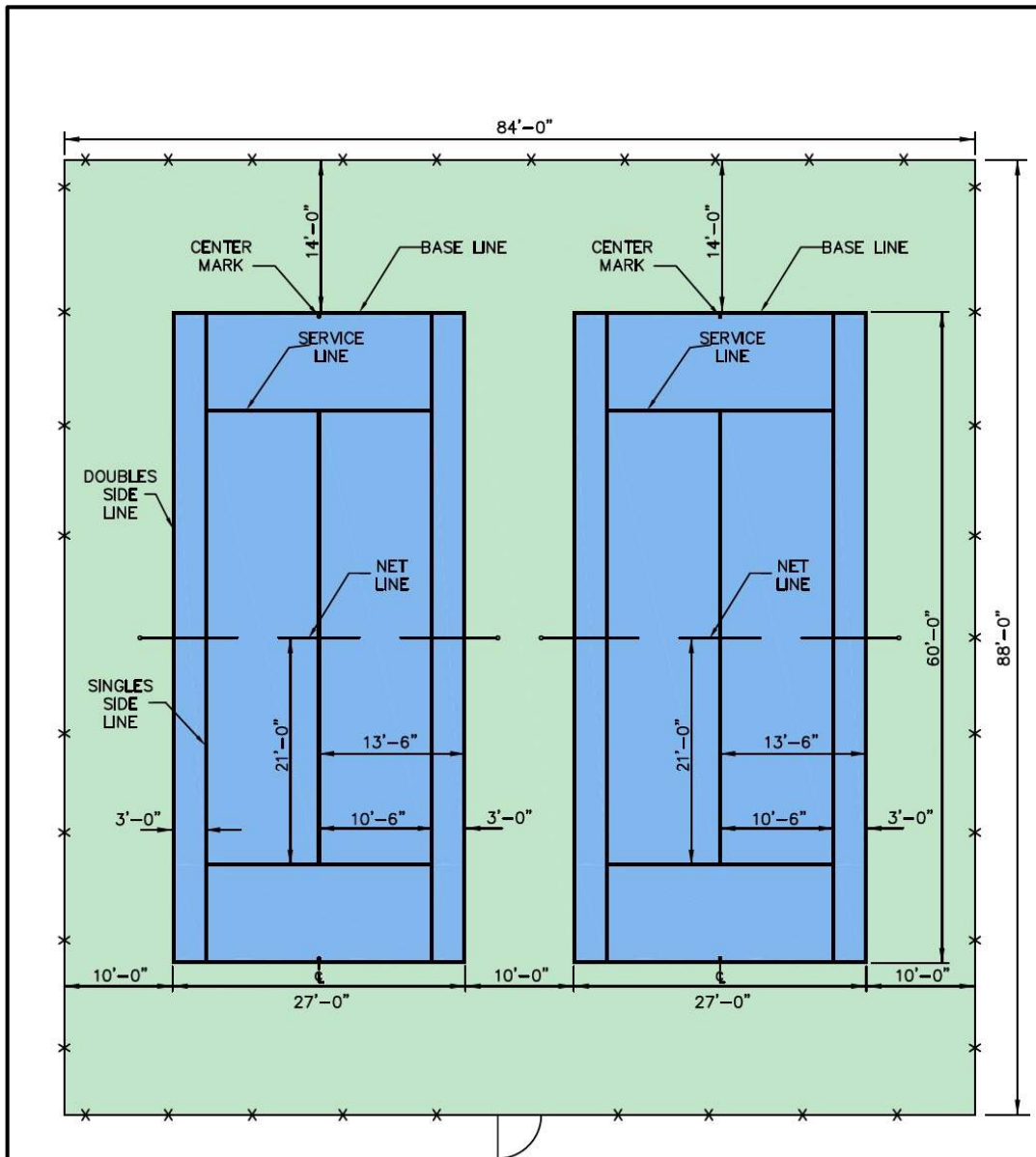
NOT TO SCALE

**NOTES:**

1. ALL QUICKSTART PLAYING LINES SHALL BE 2" WIDE.
2. ALL QUICKSTART LINES SHALL BE MEASURED OUT TO OUT, WITH THE EXCEPTION OF THE CENTER LINES WHICH SHALL BE MEASURED OUT TO CENTER.
3. NET POSTS SHALL BE SET 33 FEET APART, MEASURED FROM THE CENTER OF EACH POST. THE NET SHALL MEASURE 42 INCHES AT THE NET POST AND 36 INCHES AT THE CENTER OF THE COURT.

<p>QUICKSTART TENNIS</p> <p>60 FOOT COURT</p> <p>JANUARY 16, 2009</p>	
---	---

Double (2-Courts)



**TWO COURT BATTERY LAYOUT**  
NOT TO SCALE

**NOTES:**

1. ALL QUICKSTART PLAYING LINES SHALL BE 2" WIDE.
2. ALL QUICKSTART LINES SHALL BE MEASURED OUT TO OUT, WITH THE EXCEPTION OF THE CENTER LINES WHICH SHALL BE MEASURED OUT TO CENTER.
3. NET POSTS SHALL BE SET 33 FEET APART, MEASURED FROM THE CENTER OF EACH POST. THE NET SHALL MEASURE 42 INCHES AT THE NET POST AND 36 INCHES AT THE CENTER OF THE COURT.

QUICKSTART TENNIS  
60 FOOT COURT  
JANUARY 16, 2009





*THE OFFICIAL*  
**RULEBOOK**  
*OF THE INTERCOLLEGIATE TENNIS ASSOCIATION*



**2022-23**





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Comments and suggestions regarding this rulebook are welcome. If you have any feedback, please submit an email to the address below.

**Editors:** Cory Brooks, Rebel Good, Anthony Montero, Courtney Potkey, Darren Potkey, Chris Rodger, Andrew Rogers, Richard Rogers and Timothy Russell.



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Printed in the United States of America

Cover photograph by Courtney Potkey. Produced for the Intercollegiate Tennis Association by Courtney Potkey.

## 2022-23 SUMMARY OF IMPORTANT RULE CLARIFICATIONS & CHANGES

Rule changes are noted by a gray box on the affected pages.

Page 4 (I.D.4.) – Lineup changes in back to back dual matches: Players/doubles teams cannot move ahead of more than one player/team from the previous match's lineup as played.

Pages 7-8 (I.D.8.) – Minimum Requirements & format: Previous temporary minimum requirements for a dual match to be played (four players and one member of the institutional coaching staff) are being adopted as a permanent rule change. Alternate dual match scoring formats are also included for matches with fewer than six players on one or both rosters.

Page 13 (I.G.12.) and page 43 (II.H.12.) – Service lets: In ALL divisions (and genders), there are no service lets. If the serve hits the net and goes into the proper service box, the ball is in play.

Page 15 (I.I.2.) and page 44 (II.J.2.) – Appeal of first serve fault played as good: A server or server's partner may make a spontaneous reaction before appealing a first serve fault played as good by the receiver.

Pages 15 (I.I.3.) and pages 44-45 (II.J.3.) – Overrules in a one set match: In single set matches (i.e. doubles in a dual match), a player/doubles team will be penalized under the ITA Point Penalty System if overruled more than one time. In matches that consist of more than one set, the schedule of penalties for overrules remains unchanged (penalized under the ITA PPS for more than two overrules).

Page 17 (I.J.4.b.) – Resuming a suspended match: Both coaches must agree a suspended match can be resumed within 48 hours.

Pages 17-18 (I.K.1.a.) and page 46 (II.L.1.a.) – Medical treatment: Aside from changeovers or set breaks, a player may not receive direct medical treatment unless a Medical Timeout is being taken.

Page 18 (I.K.1.c.) and page 46 (II.L.1.c.) – Medical Timeout quantity: In ALL divisions, a player may only receive one Medical Timeout per match.

Page 18-19 (I.K.1.d.) and pages 46-47 (II.L.1.d.) – Concussion Timeout: The ITA is adopting a protocol for a Concussion Timeout. If a possible concussion is suspected due to a blow to the head or trunk or the head or body forcefully impacting the ground, a health care professional has up to 15 minutes to definitely eliminate the possibility of a concussion. If a concussion cannot be definitely eliminated within this timeframe, the player shall be retired. A Concussion Timeout is separate from a Medical Timeout.

## 2022-23 SUMMARY OF IMPORTANT RULE CLARIFICATIONS & CHANGES

Rule changes are noted by a gray box on the affected pages.

Pages 26-27 (I.M.2.) and page 54 (II.N.2.) – Coach Interference: Language has been added to clarify what may constitute coach interference during play (making officiating calls including but not limited to foot faults, lets and line calls). Coaches may still overrule their own player's out call.

Page 28 (I.M.7.) and page 55 (II.N.7.) – Control of bench players and team personnel: It is the responsibility of the coaching staff to control the behavior of bench players and team personnel.

Pages 30-31 (I.O.1.) and page 58 (II.P.1.) – Player behavior: The section regarding player behavior has been reorganized for clarity.

Page 30 (I.O.1.d) and page 58 (II.P.1.d.) – Bench player interference: If a bench player interferes with the playing of a point (for example calls a ball out or tries to call a let), the result of the point shall stand. A Bench Player Harassment Penalty shall be applied once the point has ended.

Pages 30-31 (I.O.1.f.) – Bench Player Harassment Penalty System: An additional step has been added to the Bench Player Harassment Penalty System. In the instances of third and subsequent violations of bench player behavior expectations, a point penalty shall be assessed against all matches still in progress. This point shall be assessed as soon as possible regardless of the score. This applies to dual matches only.

Page 31 (I.O.2.a.) – Allowable area: The allowable area in a dual match will be established by the home coach and Referee. It is preferred the allowable area is completely separated from spectators and is not located directly behind a court.

Page 34 (I.P.1.a.iii) – Tennis balls: If ball usage rules in I.P.1.a.i/ii. need to be modified due to supply chain issues, both coaches must agree to the modification prior to the start of the dual match.

Page 34 (I.P.1.d.) – Tennis balls: Due to continuing supply chain issues, the protocol applied during COVID regarding the shortage of tennis balls and the use of alternate brands of tennis balls is being adopted as a change for this year.

Page 84 (ITA Table 6) – Penalties for overrules: A new table noting the schedule of penalties for one-set and two- and three-set matches has been included for easy reference.



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## FOREWORD

Dear ITA Officials:

Thank you for your commitment to college tennis. Your ongoing efforts are very much appreciated by many — by me, our ITA board and staff, coaches, student-athletes, tournament directors, colleges and universities and fans of the game.

As the 2022-2023 competitive season gets under way, we want to ensure that tennis matches continue to be conducted in a safe and fair manner and that attention to the health and welfare of all involved continues to be coupled with encouragement and reinforcement of long-standing character values of integrity, honesty, and trustworthiness.

Please allow me to use this opportunity, once again, to express my gratitude to our hard-working ITA staff, in particular our ITA Officials Administrator Courtney Potkey, as well as our ITA National Officials Committee and ITA Rules Committee for their individual and collective work in continuing to maintain and improve the competitive experiences of our sport.

Do know that all of us at the ITA remain committed to identifying, training, certifying, evaluating, and retaining a terrific pool of college tennis officials. Please help us in being advocates for identifying new college tennis officials, as together we work to ensure the health and long-term success of our competitive college tennis landscape.

I wish you all the best for another memorable and highly successful college tennis season.

Yours sincerely,

A handwritten signature in black ink that reads "Timothy Russell". The signature is written in a cursive style with a large, prominent "T" and "R".

Timothy Russell, Ph. D.  
Chief Executive Officer

## ASSOCIATION (ITA) REGULATIONS

### I. TEAM COMPETITION — DUAL MATCHES AND TEAM TOURNAMENTS

#### A. The Code

USTA Rules & Regulations are in effect in college tennis except where explicitly superseded by ITA, NCAA, NAIA, NJCAA, CCCAA or Conference Rules. The Code is not part of the ITA Rules of Tennis. ***Players shall follow The Code unless there is a specific ITA Rule on point or except to the extent to which an Official assumes some of their responsibilities.***

#### B. Dual Match Format

##### 1. Order of Play.

- a. *Division I, II, & NAIA.* Three doubles followed by six singles (7 team points). The format is three 6-game set doubles matches with a 7-point tiebreak at 6-all. Doubles matches shall be played to clinch. Doubles will be followed by six best-of-three set singles matches. Singles matches shall be played to completion. (Revised August 2021)
  - i. *Doubles.* If both coaches agree prior to the start of the match, all three doubles matches may be played to completion. The match scoring – one point for doubles – remains the same, even if a team wins all three doubles matches. (Revised August 2021)
  - ii. *Singles – playing to clinch.* If both coaches agree, a team match may be stopped once a winner has been decided. (Revised August 2021)
- b. *Division III.* Three doubles followed by six singles (9 team points). The format is three 8-game set doubles matches with a 7-point tiebreak at 7-all. Doubles will be followed by six best-of-three set singles matches. Singles matches shall be played to completion. (Revised August 2021)
- c. *JUCO.* Three doubles followed by six singles (9 team points). The format is three 8-game set doubles matches with a 7-point tiebreak at 8-all. Doubles will be followed by six best-of-three set singles matches. Singles matches shall be played to completion. (Revised August 2021)
- d. *Other authorized formats – inclement weather.* There are limited scenarios where the format may be adjusted. In the case of inclement weather, the format MAY be adjusted as follows, as long as both coaches agree: Singles (six matches) may be played first with doubles to follow if the team match



score is tied at 3-3. The divisional match scoring as outlined in ITA Regulation I.B.a/b/c. remains the same.

- e. *Multiple Division I matches in one day.* For ITA play and ITA ranking purposes, and in alignment with NCAA DI selection processes, an ITA DI program may NOT play more than two dual matches against other DI programs on any given date of competition. Defaulted, forfeited and nullified matches shall count as matches played, regardless if a ball was struck. Violation of this rule will result in review by the ITA and possible forfeit of matches played that day. (Adopted August 2019)

## 2. Scoring

### a. Dual Match Team Score

- i. *Division I, II & NAIA – seven team points.* The team that wins two of the three doubles matches receives one point. Each singles match is worth one point. Four or more points are required to win the team match.
- ii. *Division III & JUCO – nine team points.* Each doubles and singles match is worth one point for a total of nine points. Five or more points are required to win the team match.
- iii. *Shortened format.* Once the outcome of the team match has been decided, a shortened format shall be played unless both coaches agree otherwise or conference rules supersede. Matches still in the second set shall play a 10-point tiebreak for the third set. Any match already in the third set shall be played to completion. A match that has not started shall consist of two sets with a 10-point tiebreak played at one set all.

### b. Game Score

- i. *Division I, II & NAIA.* No-ad scoring will be used for both singles and doubles.
  - ii. *Division III & JUCO.* Regular scoring will be used for both singles and doubles.
3. *Constitution of a team match for Small Colleges for ITA Ranking Purposes.* In small college tennis (DII, DIII, NAIA & JUCO), a collegiate team match must consist of six singles and three doubles to be considered for ITA team ranking.
  4. *Warm-up – All Divisions.* There is no warm-up in doubles or singles unless a match is played on fewer than six courts. In a match played on fewer than six courts, the second wave of singles matches shall get a 10-minute warm-up between opponents with used tennis

balls. It is mandatory to warm-up with the opponent/opposing doubles team. (Revised August 2020)

5. *Time Between Doubles & Singles.* Singles players must be ready to play within five minutes of completion of the doubles point. With the exception of a previously scheduled special event (such as an awards presentation) occurring between doubles and singles, there are no exceptions for extending the time to start singles play. In the event there is a lineup change, players shall still be ready to play within five minutes of the completion of doubles (or singles if singles is played first). For regulations regarding lineup changes between doubles and singles, please see ITA Regulation I.D.6. (Revised August 2020)

### **C. Practice Courts**

1. *Practice the day before or the morning before the match.* Upon request, the host school, at its expense, shall make a minimum of two practice courts available to the visiting team. The practice courts shall be the same courts that will be used in the match or if not possible due to extenuating circumstances, courts of similar quality and surface shall be secured. Practice courts must be made available:
  - a. For a minimum of two hours the day before the scheduled match; and
  - b. For a minimum of one hour on the morning of the match. The visiting coach must request these arrangements in writing at least one week before the team's arrival. The only exception is if circumstances governing varsity court usage renders compliance impossible. This must be confirmed in writing by the Director of Athletics of the host school. If the visiting school requests to practice two days prior to the match date, the expense will be the responsibility of the visiting team.
2. *Practice immediately before start of match.* In all cases, the visiting team must be permitted to hit on half of the match courts available for a minimum of 30 minutes immediately before the start of the team match.

### **D. Team Line-ups**

1. *Exchange of line-ups and scorebooks.* Coaches shall exchange line-ups one hour before scheduled match start. Line-ups shall be submitted in the school's official ITA Scorebook or on a copy of a line-up page from the scorebook. ITA Scorebooks shall show all team results for the year to date. If a scorebook is not available, coach must provide hard copy or digital access to team year-to-date results. (Revised August 2018)

2. *All physically able and eligible players shall be listed in the line-up.* Coaches shall list **all** players who are able to play in the line-up at their appropriate position. Injured or ill players shall not be listed in the line-up unless they are cleared by an institution's medical staff to play and there is an expectation that they can complete their match. Players ruled ineligible by the institution, conference or governing body shall not be listed in the line-up. (Revised August 2018)
3. *Players must play in order of ability.* The line-up shall always be based on order of ability. In singles, players must compete in order of ability with the best player on the team playing at the No. 1 position, the second best at No. 2, and so on through all positions. This rule shall also apply to doubles play with the strongest doubles team at No. 1, etc.
  - a. A player or doubles team whose results and record show that the player or team is clearly stronger than the players/team listed below that player/team may not be moved down.
  - b. A player or doubles team whose results and record show that the player/team is clearly stronger than the player/teams listed above that player/team must be moved up a position.
  - c. Players and doubles teams whose results and records show them to be of equal ability may alternate between the adjacent positions.
  - d. A player or doubles team shall not be moved down in the line-up because of:
    - i. An injury that has lasted and forced the player out of the line-up for fewer than three weeks (21 days);
    - ii. Disciplinary measures.
4. *Line-up changes in back-to-back dual matches.* In back-to-back dual matches (two consecutive dual matches), the team line-up (as played) may be changed as long as the line-up stays in order of ability. When forming the line-up for the second of two consecutive dual matches, no player (or intact doubles team) can move above any player (or intact doubles team) who was more than one line above them in the previous line-up as played. The movement rule shall apply to singles and/or doubles lineups from dual matches that were not completed due to weather. The segment (doubles or singles) must have started for that segment to apply. The movement rule does not apply from the last match of the fall season to the first match of the spring season. (Revised August 2022)  
**Note:** Removal of players from a line-up or players being added to a line-up (after injury, illness, suspension or ineligibility) may require close review with respect to the one position move rule. A player/

doubles team may only be moved ahead of one player/doubles team from the previous match. For example if a team's singles line-up for match 1 is:

- |             |             |
|-------------|-------------|
| 1. Player A | 5. Player E |
| 2. Player B | 6. Player F |
| 3. Player C | 7. Player G |
| 4. Player D |             |

If player B is injured and NOT in the line-up for match 2, player C SHALL NOT be listed ahead of Player A at #1. Only after Player C completes match 2 at #2, could that player move up to #1.

Allowable line-up for match 2:

- |             |             |
|-------------|-------------|
| 1. Player A | 4. Player E |
| 2. Player C | 5. Player F |
| 3. Player D | 6. Player G |

Not allowable line-up for match 2:

1. Player C
2. Player A
3. Player D
4. Player E
5. Player F
6. Player G

(Revised August 2018)

5. *Line-up changes once a match has begun.* In a team match, the official start of doubles play is marked when the match begins between any of the three doubles teams. The beginning of singles play is marked when the match begins between any one of the six singles matches. In all divisions, when singles matches are played on fewer than six courts, the players not on the court may still be substituted before the start of their warm-up (e.g., if playing on four courts and the No. 5 player gets sick/injured after the No. 1-No. 4 started play, you may move your No. 6 up to No. 5 and slide the remaining players up). Once a court becomes available, substitutions must be made within two minutes or the lineup remains as originally exchanged prior to the start of the match. If a Referee is present, the lineup change should be communicated to the Referee. If a Referee is not present, the lineup change should be communicated to the opposing Head Coach. Matches must be started in accordance with ITA Regulations I.D.6. and I.F.7. (Revised August 2021)
6. *Removing players from the singles line-up.* For dual match competition, the coach shall submit a line-up listing singles players available to play. If a singles player is not listed, the player may not



be inserted into the line-up at any time. The coach may remove a singles player or players from the initial list within two minutes after the doubles has been completed (or within two minutes of completion of the last singles match, if singles was played first).

- a. If there is no referee, coaches shall exchange their substitutions with each other within two minutes after the doubles (or singles) point. If substitutions are not exchanged within two minutes, the line-ups remain as exchanged at the start of the match.
- b. If the match has a referee, the coaches will communicate lineup changes to the referee within two minutes of the completion of the doubles (or singles) point(s). The referee will then communicate any changes back to the respective coaches. Regardless of whether or not there is a line-up change, players shall be ready to play within 5 minutes of the completion of doubles (or singles if singles is played first).

Each player listed below the removed player and among the top six shall be moved up the appropriate number of spots. If individual matches have begun, and this prevents players from moving up, then the withdrawn player defaults that match. In the case of dual match competition in which singles is played first, a player removed from the singles line-up may play doubles. (Revised August 2020)

7. *Removing players from the doubles line-up.* A coach may remove any player from the doubles line-up. That player may be replaced by making a direct line substitution. A direct line substitution is the removal of one of the two players on a doubles team. That player is replaced by a player not in the top three positions of the doubles line-up. The player being substituted into the match must be listed on the lineup sheet exchanged prior to the start of the match, either in singles or doubles. Once the new player has been inserted, per above, the teams may be reordered to reflect strength. The line-up must remain in order of ability, so therefore the coach shall order the teams to reflect the substitutions. Removal of two players from a doubles team in a doubles line-up (regardless of timing) does not allow for a direct line substitution. Instead, that team would be removed and the teams listed below it would move up (much like when a singles player is removed). If there is no No. 4 team listed, that team would default the No. 3 position. The players removed from the doubles line-up may play in singles. Once the match has officially begun, two players may be substituted for any doubles team (only if the match begins with singles). The teams must still

play in order of ability. If a team has six or fewer healthy players and a player in the doubles line-up is injured/sick prior to the start of the match, the coach may take a player from another doubles team to join the healthy player. One of the healthy doubles teams must stay intact. The teams must still play in order of ability and will default at the No. 3 position. (Revised August 2021)

8. *Team that is short on players.* A team will be required to play a dual match if it has at least four physically able players and one member of the institutional coaching staff (director of tennis, head coach, associate head coach, assistant coach, graduate assistant coach, student assistant coach or volunteer coach). A team appearing with an insufficient number of players shall default matches at the bottom of the line-up (e.g., the team competing with only five players must default the No. 6 singles position and in doubles, at the No. 3 position). If the No. 1 player is not available to compete all players must move up one position. The No. 1 singles match cannot be defaulted. The minimum number of players for a dual-meet match is four physically able players. A team that does not meet this minimum for any reason must default the match. (Revised August 2022)
  - a. If a team does not have four physically able players and one member of the institutional coaching staff, documentation from that team's medical staff and/or administration must be provided stating why the minimum requirement cannot be met in order to avoid a team default for ITA ranking purposes.
  - b. In the event there are less than six players on either/both teams, the following alternate format(s) shall be used:
    - i. 6 vs. 5: Three doubles matches followed by six singles matches shall be played. The team with only five players shall default the No. 3 doubles position as well as the No. 6 singles position. The overall scoring of the match (7 points/9 points) is not altered.
    - ii. 6 vs. 4: Three doubles matches followed by six singles matches shall be played. The team with only four players shall default the No. 3 doubles position as well as the No. 5 and No. 6 singles positions. The overall scoring of the match (7 points/9 points) is not altered.
    - iii. 5 vs. 5: Two doubles matches followed by five singles matches shall be played, with each match worth one point. The dual match team score will be 7 points, regardless of the division competing. Four or more points are required to win the team match.

- iv. 5 vs. 4: Two doubles matches followed by five singles matches shall be played, with each match worth one point. The team with only four players shall default the No. 5 singles position. The dual match team score will be 7 points, regardless of the division competing. Four or more points are required to win the team match.
- v. 4 vs. 4: One doubles match followed by four singles matches shall be played, with each match worth one point. Any two available players may be chosen to form the doubles team. The dual match team score will be 5 points, regardless of the division competing. Three or more points are required to win the team match.

(Adopted August 2022)

9. *Protests concerning unfair line-ups.*

- a. *Protests by coaches participating in match.* If a coach feels that the opponent's line-up as presented is unfair, the coach should notify the designated Referee and opposing coach of the protest. Any coach who wishes to submit a match protest (after the completion of the match) must first inform the opposing coach in writing (by fax or e-mail), with a copy sent at the same time to the ITA office. This is necessary even when the opposing coach and designated Referee were informed of the protest at the time of the match. This written protest must be made within 48 hours of the start of the match. If a match is between two schools from the same conference, the protest must be handled by the conference. In situations where there is a lineup dispute during a match between two schools from the same conference, but that dual match does not count toward conference competition, the conference office may defer to the ITA for handling of the protest. Once a protest has been filed with the ITA Office, it will be sent to an ITA Regional Ranking Committee if it involves teams from the same region, or to the ITA National Ranking Committee if it involves teams from different regions. A protest may also be sent separately to the ITA Ethics and Infractions Committee, if the case warrants it. An ITA Ranking and/or Operating Committee has the right to make a ruling on a protest and, if appropriate, reverse or overturn a result for ITA Ranking purposes. The ITA will then recommend that the NCAA, NAIA, NJCAA or CCCAA committees consider this ruling for postseason

selection/seeding. A coach has the right to appeal a protest ruling made by an ITA Ranking Committee to the National Ranking Committee (for rulings made by Regional Ranking Committees). There are no appeals permitted to rulings made by the National Ranking Committee. (Revised August 2020)

b. *Third Party Protests.* In Divisions I, II, III and NAIA, coaches will be allowed to protest a violation of the ITA “one position move” rule (see ITA Regulation I.D.4.), even if the coach is not directly involved with the match. This means that if a coach is not competing against a team whose line up is in violation, this coach can report this infraction to the ITA (For additional information on this procedure, see the ITA website).

10. *Placement of injured or ill players in line-up.* If a player is injured or ill and cannot play in any part of the line-up for three weeks (21 consecutive days) or longer, the player shall be placed in the line-up based on order of ability. If a player has played the majority of previous singles matches at one position, the player must be placed within two places of that position. **Note:** Removal of players from a line-up or players being added to a line-up (after injury, illness, suspension or ineligibility) may require close review with respect to this rule regarding the return of additional injured or ill players to a line-up. (Revised August 2018)

## **E. Starting Time & Lateness Penalties**

1. *Starting time.* All matches should begin promptly at the specified starting time. The Referee shall make sure that the start of the team match conforms to the time established in the contract unless a different time is agreed upon by both coaches. By mutual agreement of the coaches, individual matches may be delayed by a predetermined period of time to accommodate a player late for a legitimate reason.
2. *Team lateness penalty.* Unless both coaches have agreed to start a match at a later time, the following penalties should be applied to teams that arrive late:
  - a. Under any and all circumstances, if a team is not ready to begin its team match at the specified starting time, each team in the doubles line-up shall begin one game down and shall be deemed to have lost the toss.
  - b. A team that is more than 15 minutes late from the specified starting time will lose the doubles point(s).
  - c. A team that is more than one hour late from the specified start time will default the entire match. (Revised August 2018)



3. *Individual Match Penalties.* The following penalties shall be instituted if a player is late for either a doubles or singles match in a dual match:
  - a. *Game penalties for lateness.* The Referee shall penalize the late player or team one game for each five minutes or fraction thereof of lateness. The late player or team also loses the toss. No more than three games shall be assessed for lateness.
  - b. *Default after 15 minutes.* The Referee shall default a player or doubles team for being 15 minutes late for the starting time of the match.

## **F. General Rules**

1. *Matches between schools from different conferences.* If a dual match is played between teams from different conferences, then ITA rules shall be followed.
2. *Conference rules.* Conference rules shall supersede ITA rules when matches are played between two teams within the same conference.
3. *Written contracts.* Competing schools should sign written contracts for dual matches. These contracts should be initiated by the home team and should include all specified agreements or arrangements, such as practice times and courts, starting time of match, use of indoor facilities, scoring system, match format, balls, etc. The failure of a team to honor the contract shall result in a default of the team match. In situations in which there is no contract but there is clear and incontrovertible evidence that a team match has been agreed to, and one team does not participate, said match will result in a team default of the match. (Revised August 2018)
4. *Bona fide institutional representative.* Each team should be accompanied by a bona fide institutional representative at all matches.
5. *The home institution is responsible for spectator conduct.* The home institution shall make sure that the behavior of the spectators remains fair and non-abusive. Failure to ensure proper behavior shall result in the application of the Crowd Harassment Penalty System (see ITA Regulation I.O.4.) against the offending team and in extreme cases a team default of the match. At a neutral location, each team shall be responsible for the conduct of their respective spectators. (Revised August 2019)
6. *Number of courts available.* The host institution must provide a minimum of three varsity quality courts for outdoor, single gender dual match competition unless both coaches agree otherwise in

- writing. See ITA Regulation III.A. for a definition of varsity quality tennis facility. (Adopted August 2021)
7. *Order of play on fewer than six courts.* If fewer than six courts are being used, start with the number one match and continue starting matches in numerical order. In a match played on fewer than six courts, the second wave of singles matches shall get a 10-minute warm-up between opponents with used tennis balls. (Revised August 2018)
  8. *Moving matches to other courts.* Once the dual match has begun, a match shall remain on the same court until its conclusion, unless both coaches agree to move it to another court. In an ITA national or sanctioned event, the Referee or Games Committee may move matches, if necessary. In all Divisions, the match is considered to have started when the first ball is struck. (Revised August 2020)
  9. *Unfinished matches do not count.* Unfinished individual singles and doubles matches shall not count in any way toward the final team scores. Unfinished or unplayed matches in dual matches do not count toward a player's win/loss record or for rankings.
  10. *Teams withdrawing.* In a dual match, a team shall not cancel a match due to ill or injured players. Unless the match can be postponed to a later date, it will result in a team default for ITA Ranking purposes.
  11. *Failing to play after a dual team tournament has started.* Once a team tournament has started, failure to play a team match shall result in a team default. This loss and any subsequent consolation match losses shall count as ranking losses.
  12. *Consequences of failing to follow ITA rules.* Failure to follow ITA rules in any ITA sanctioned team tournament will cause the loss of the ITA sanction, and the results from such an event will not be considered for ITA ranking purposes.
  13. *Matches between schools from different divisions.* If a dual match is played between teams from different **divisions** (e.g. if a Division I school plays a Division III school), the format and rules of the home team's division shall be followed, unless otherwise specified by written contract.
  14. *Incorrect Opponents.* If a match is started between incorrect opponents, the match should be stopped immediately and restarted with the correct opponent. No points or games played against the wrong opponent shall be counted. If the error is not discovered until any of the affected matches is completed, play shall continue and the matches completed in good faith stand. For line-up rules purposes, all affected players shall be considered

to have played at the position originally submitted by their head coach. (Adopted August 2019)

### **G. Calls in matches with a Chair Umpire or with no Chair Umpire and no Line Umpires**

Many college matches are played without the assistance of a Chair Umpire and Line Umpires. Some matches are officiated by a Chair Umpire or a Roving Umpire. In all these matches, the players have the primary responsibility for making the calls. The following principles apply in these matches.

1. *Players make calls aimed at their side of the court.* Players shall make all calls on shots aimed at their side of the court. An official in direct observation of the court shall not assist the player in making any line call with any kind of verbal or non-verbal signal. An official in direct observation of the court may immediately confirm or correct “out” calls made by a player. (Revised August 2020)
2. *Opponent gets benefit of the doubt.* Whenever a player is in doubt, the call shall be made in favor of the opponent. Balls should be called “out” only when there is a space visible between the ball and the line. A player shall never seek aid from a Chair Umpire, Roving Umpire, spectator, teammate or coach in making a line call.
3. *Disagreement between partners over a call.* A doubles player is obligated to disagree with their partner if an erroneous call is made. When doubles partners disagree on a call, the point goes to the opposing team. The point is never replayed. (Revised August 2022)
4. *Balls that a player does not see.* There are no “unsighted” calls. If a player does not see the opponent’s shot, the player shall call the ball good. A player shall never seek aid from a Chair Umpire, Roving Umpire, spectator, teammate or coach in making a line call. The Chair Umpire and Roving Umpires shall not give assistance on balls that a player does not see.
5. *Out calls must be made immediately.* “Out” calls must be made immediately. The call shall be made before either an opponent has hit the return or the return has gone out of play. If no immediate audible or visible call is made, the ball shall be considered good.
6. *Clay court procedure.* Players may quickly check a mark before making a call on their side of the net.
7. *Correcting an erroneous “out” call – opponent wins point.* A player shall reverse the “out” call if the player realizes that a mistake has been made or if uncertain of the call. The point goes to the opponent. It is never replayed.

8. *Players are obligated to call their own ball "out" if it is clearly out.* Players shall call the ball "out" if it is clearly out. This rule does not apply to a player's first serve. See reference in "The Code" C.13.
9. *How to challenge an opponent's call when an official is not present.* An opponent's call may be challenged by the query: "Are you sure of your call?" No further discussion or delay is permitted. If the player making the call is uncertain, the player loses the point. It is never replayed.
10. *Players shall not cross the net to point out a mark or discuss a problem.* A player shall not cross the net during play to point out a mark or discuss a problem. A player who does shall be penalized under the ITA Point Penalty System.
11. *Touches, invasion of opponent's court, reaching over the net, double bounces and ball striking permanent fixture.* Calls involving a ball touching a player, a player touching the net, a player touching the opponent's court, hitting an opponent's return before it has passed the net and a double bounce must be called by the player committing the infraction. A shot striking a permanent fixture shall be called out by the player(s) toward whom the shot is aimed. An official in direct observation of the court should make these calls immediately. (Revised August 2018)
12. *Service Lets.* In all divisions, there are no service lets. If the serve hits the net and goes into the proper service box, the ball is in play. (Revised August 2022)
13. *Lets.* The Chair Umpire or the Roving Umpire may call a let for a ball that is endangering a player or interruption of play.
14. *Only a coach or player may request an Official on court.* In a match, a coach or player may request assistance from an Official if one is available. In any match, when there is a question of law in dispute, the coach or player may request the Referee. In either scenario, the match shall not be suspended for more than five minutes while an Official or Referee is located.
15. *Foot faults.* A player shall not call a foot fault on an opponent. All foot faults must be called by an Official.
16. *Server shall call score before each point.* The server shall call the score before each point except when there is a Chair Umpire or scorekeeper assigned to the match.
17. *Settling disagreements over the score.* If a disagreement over the score occurs, the methods for settling the dispute in order of preference are:
  - a. Count all points and games agreed upon by the players, with only the disputed points or games being replayed;



- b. Resume play from a score mutually agreeable to the players;
  - c. Use a coin flip.
18. *Hindrance – loud outburst following a perceived winning shot.* A Chair Umpire or Roving Umpire (only if standing at the net post) should immediately call a “hindrance – loss of point” when a player(s) makes a loud noise following a perceived winning shot that the opponent(s) has a play on.

#### **H. Service and Service Returns**

1. *No more than 25 seconds between points.* Both the server and receiver must be ready to begin the next point within 25 seconds of when the ball went out of play. Each player has the right to the full 25 seconds to prepare for the next point. (Revised August 2018)
2. *Feinting, changing position and intentional distraction.* A player may feint with the body while the ball is in play. A player may change position at any time, including while the server is tossing the ball. Any movement or sound that is made solely to distract an opponent, including, but not limited to, waving the arms or racquet or stamping the feet, is not allowed. If a player does so, the player shall be warned that if it happens again it is subject to being penalized under the ITA Point Penalty System.
3. *The receiver's partner shall not enter receiver's service box before or during the serve.* If a player does so, the player shall be warned that if it happens again it is subject to being penalized under the ITA Point Penalty System.
4. *Receiver who corrects the fault call to good loses the point.* If the receiver calls a fault and then changes the call to good, the receiver loses the point. (Revised August 2022)
5. *If a receiver is ready, then the receiver's partner is deemed ready.* If the receiver has indicated readiness and the server then serves, the receiver's partner cannot claim a let because of unreadiness. The receiver's indication of being ready signifies that the team is ready.
6. *No-Ad scoring.* When using no-ad scoring, the receiver may not change their side choice on a deciding point if the point is interrupted and replayed for any reason. (Adopted August 2019)

#### **I. Overrules (Adopted August 2020)**

1. *Overrule must be immediate.* It is the responsibility of the player to make an initial line call. An official in direct observation of a court shall immediately overrule a player's erroneous “out” and/or “service let” call. The official shall overrule the call only if absolutely certain the call was erroneous. A player shall not directly verbally appeal an opponent's call to an official except in the case of a first

serve fault that is played by the receiver. A player who excessively questions an official about an opponent's line calls may be penalized under the ITA Point Penalty System.

2. *First serve.* The server (or server's partner in doubles) may make a spontaneous reaction to a returned first serve and then immediately stop play and verbally appeal to an official in direct observation of the court if the serve was out. If the official confirms the serve is in, the server loses the point. If the official determines the serve is a fault, the server shall play a second serve and the receiver shall not be penalized with an overrule. (Revised August 2022)
3. *Penalties for being overruled.*
  - a. *One-set matches.* A player/team who has been overruled more than once shall be penalized under the ITA Point Penalty System. If an official has overruled a player or doubles team once, the official shall penalize each subsequent overrule under the ITA Point Penalty System. (Adopted August 2022)
  - b. *Two- and three-set matches.* A player/team who has been overruled more than twice shall be penalized under the ITA Point Penalty System. If an official has overruled a player or doubles team twice, the official shall penalize each subsequent overrule under the ITA Point Penalty System. (Revised August 2022)
4. *Procedure with additional officials on court.* When a match has a far side linesperson or any other on-court officials in addition to a chair umpire, and those additional line umpires are not making calls directly, the Chair Umpire may consult the far side linesperson or other on court official before confirming or overruling the call.
5. *Coach may overrule own player.* A coach may overrule a call made by his or her own player if either of the following conditions are met:
  - a. There is no official present.
  - b. There is an official present but the official chooses not to overrule the player.Any such overrule by the coach shall not count toward the player or team's number of overrules by an official. (Adopted August 2021)

## **J. Inclement Weather & Extreme Heat**

Collegiate tennis is an outdoor sport. All matches shall be played outdoors unless weather or court conditions threaten the health and safety of student athletes or if contracted otherwise for winter month competition. (Revised August 2020)

1. *Determining playable outdoor weather conditions when indoor backup courts are available.* Matches shall be played outdoors unless the projected weather forecast for a minimum of:

- two hours out of a three-hour time period from the scheduled match start time in Division I, II & NAIA
- two hours out of a four-hour time period from the scheduled match start time for Division III and JUCO

according to [www.weather.com](http://www.weather.com) is:

- a. A high of less than 50°; or
- b. Sustained winds (not including wind gusts) of more than 20 miles per hour.

If the outdoor conditions have changed by the end of the doubles play, it is understood that both coaches and the Referee may agree to move the match indoors. (Revised August 2020)

2. *Decision to move indoors.*
  - a. *Match that has not yet begun.* In the event of inclement weather, a team match must be played indoors if at least three indoor courts are available at a varsity quality tennis facility. (See ITA Regulation III.A. for a definition of varsity quality tennis facility.) The decision to move indoors shall be made 90 minutes before the start of the match if the weather conditions are not forecast to improve. Coaches may agree to set an alternate time to make this decision. This information shall be communicated with the Referee as soon as possible. (Revised August 2020)
  - b. *Match already in progress.* If, due to weather, play is suspended at any point while a dual match is in progress, play must resume outdoors within one hour of the delay, unless coaches agree otherwise. If this is not possible, matches must be moved indoors. If the team match is already in progress but has not been completed and two or fewer matches remain, these matches must be continued until the completion of the team match, even if fewer than three courts are available. Individual match results (doubles or singles) do not count if there is no team match winner due to postponement or suspension. (Revised August 2020)
3. *Match moved indoors stays indoors.* If the match is moved indoors due to inclement weather or darkness, it shall stay indoors until the completion of the match. For in-progress matches, if the delay moving indoors takes more than 15 minutes, players shall be granted a warm-up period of up to 10 minutes with their team. If the delay in play is fewer than 15 minutes, players shall be granted a warm-up period of up to 3 minutes with their team. (Revised August 2019)
4. *Inclement weather and darkness procedures with no indoor backup available.*

- a. *Match that has not yet begun.* If no indoor backup courts are available, teams shall wait for a minimum of two hours before making the decision to cancel or postpone a match, if conditions are forecast to improve. (Revised August 2020)
- b. *Match already in progress.* Teams shall wait for a minimum of two hours to resume play before making the decision to cancel or postpone a match, if conditions are forecast to improve. If both coaches agree that the postponed match can be played within 48 hours from the last postponement, the match shall resume at the point at which it was suspended. If a postponed match cannot be resumed within 48 hours of the last postponement, the match may be rescheduled. In this case, the entire dual match will start anew unless both coaches agree otherwise. (Revised August 2022)
- c. *Suspension of an outdoor match due to weather.* If a match is suspended due to weather for more than 15 minutes, players are then entitled to a warm-up period of up to 10 minutes.

This warm-up shall be done with the players' teammates prior to resuming the suspended match. Matches that are suspended for fewer than 15 minutes do not qualify for a warm-up period. (Adopted August 2021)

5. *Extreme Heat.* If the temperature is 90° or higher according to [www.weather.com](http://www.weather.com) at the start of the dual match, the players shall be offered a 10-minute rest period between the second and third sets. The Referee can reevaluate the decision prior to the start of singles if conditions have changed. This rest period does not apply to matches playing a 10-point tie break in lieu of a third set. The heat rule shall be reevaluated upon the resumption of a suspended match. (Revised August 2020)
6. *Games Committee may modify inclement weather rules.* In a sanctioned team tournament, the Games Committee may modify the inclement weather rule, if absolutely necessary.

## **K. Timeouts, Bathroom Visits and Equipment Adjustment**

1. *Medical timeout.* The USTA regulation on medical timeouts applies with the following exceptions (these ITA Medical and Bleeding Timeout procedures are also summarized in the back of the book in ITA Table 6 – Medical and Bleeding Timeouts):
  - a. *Treatment on changeover or set break.* In all divisions, a player may be treated on any changeover or set break. This treatment is not considered a medical timeout. Direct treatment by a



trainer at any other time is only allowed if a medical timeout is being taken. (Revised August 2022)

- b. *Bleeding timeouts.* In all divisions, bleeding timeouts follow the USTA Regulation for bleeding timeouts with the exception that players may utilize the ITA PPS should the player begin bleeding from the same area again later in the match. The PPS may not be utilized immediately following a Bleeding Timeout. A Medical Timeout shall NOT be taken to deal with bleeding. A player who receives treatment for bleeding solely within a changeover or set break shall not be charged with a Bleeding Timeout. (Revised August 2020)
- c. *Medical Timeouts – All divisions.* In all divisions, a player may have only one medical timeout. A player who needs an additional medical timeout shall be retired. Once the trainer starts talking to the player or touches the player, the trainer has a maximum of five minutes for diagnosis and treatment. The maximum amount of time for treatment shall be three minutes. (Revised August 2022)

If a Men's Division I player takes a medical timeout, the player shall be assessed one point. This assessed point is not part of the Point Penalty System.

d. *Concussion Timeouts.*

- i. *Concussions.* A concussion is a brain injury that is most commonly caused by a blow to the head or trunk, or by the head or body forcefully impacting the ground. Concussions most commonly occur without loss of consciousness. Typically, there are subtle indications that a concussion has occurred, such as the student-athleteshakinghishead,stumbling,orappearingdazed or stunned.

The following behaviors may be exhibited by a player with a suspected concussion:

- Appears dazed or stunned.
  - Appears confused or incoherent.
  - Shakes head.
  - Stumbles; has to be physically supported by teammates.
  - Moves clumsily or awkwardly.
  - Shows behavior or personality changes.
- ii. If a possible concussion is suspected:
1. Evaluation. Immediately call a concussion timeout. Have the player evaluated immediately by an

appropriate health care professional. An official, coach, teammate or other non-medical personnel should not try to judge the severity of the injury.

2. Time allowed. Once the qualified medical professional begins talking to the player, the medical professional has a maximum of 15 minutes to definitively eliminate the possibility of a concussion. If a concussion cannot be definitively eliminated within 15 minutes, the player shall be retired.

- iii. *Separate from a medical timeout.* Concussion evaluation is separate from a medical timeout. A player shall not be charged with a medical timeout if evaluated for a concussion. Likewise, a Men's Division I player shall not be assessed a point penalty for being evaluated for a concussion.

(Adopted August 2022)

- e. *Coach may assist after obvious injury.* When an obvious injury occurs, a coach may assist and touch the player until the trainer arrives to diagnose and treat the injury.
    - f. *Trainer always available.* A trainer shall always be available to assist the player.
  2. *Bathroom Breaks.* In all divisions, a player must ask an Official to use the bathroom. The Official may refuse this request if the official determines that the player is resorting to gamesmanship.
    - a. *Division I & II.* (Revised January 2019)
      - i. *Bathroom break.* In Divisions I & II, players are allowed one bathroom break during a match. The bathroom break may only occur on a set break and may include up to three (3) minutes additional time for a total of up to five (5) minutes. The Referee will determine the additional time pre-match and notify both head coaches during the pre-match meeting. There shall be no additional "travel time" added to the bathroom break.
      - ii. *Changeover and set break.* Players may use the bathroom during any 90 second changeover or two (2) minute set break with the permission of an Official. Players will only have the specific increment of time for that bathroom visit — no additional time for travel shall be added.

- iii. *Other times.* If a player wishes to use the bathroom during any other time, this is treated as the player's one Medical Timeout (if the player has not already taken their Medical Timeout). The time given for the medical timeout for bathroom usage shall match the total time given for the Bathroom Break (not to exceed 5 minutes). There shall be no additional "travel time" added to this Medical Timeout.
    - iv. *Late return.* Late return from the bathroom for any of the above scenarios will result in Time Violation penalties until the player is ready to play. Time Violations accrued from lateness when returning from a bathroom break or bathroom visit are separate from Time Violations accrued during play. (Adopted August 2019)
  - b. *Division III, NAIA and JUCO.* In Division III, NAIA and JUCO a player may use the bathroom when they have a genuine need. Bathroom breaks should be taken on set breaks or changeovers. Breaks taken at other times should be limited to genuine emergencies. The Referee shall determine "reasonable time" for a bathroom break based upon proximity of toilets to the courts, not to exceed 15 minutes. Lateness past the predetermined "reasonable time" results in Time Violation penalties until the player is ready to play. Time Violations accrued from lateness when returning from a bathroom break or bathroom visit are separate from Time Violations accrued during play. (Revised August 2018)
- 3. *Contact lenses.* Loss of a contact lens is considered an equipment timeout. The Official may give the player up to fifteen minutes to take care of the problem. This is not considered a medical timeout.
- 4. *Foreign objects in the eye.* The Official may give a player who gets dust, an insect or a foreign object in the eye a three minute timeout to take care of the problem. This is not considered a medical timeout.
- 5. *Refusal to give timeout when underlying purpose is gamesmanship.* The Referee or Official may refuse to give players a timeout they are otherwise entitled to receive if the Referee concludes that the player is clearly resorting to gamesmanship.

**L. ITA Point Penalty System, Defaults and Unintentional Time Violations**

- 1. *Unsportsmanlike conduct is punished under ITA Point Penalty System.* Ethical and sportsmanlike conduct of players must be observed at all times. Inappropriate conduct includes but is not limited to:

- a. Visible or audible obscenity or profanity;
  - b. Racquet abuse;
  - c. Ball abuse;
  - d. Verbal or physical abuse of an Official or player;
  - e. Delay after a medical timeout, treatment at a changeover, being directed to resume play or a time violation;
  - f. Unsportsmanlike conduct. A player who engages in such conduct commits a code violation and is subject to being penalized under the ITA Point Penalty System.
    - i. Being overruled more than allowed according to ITA Regulation I.I.3; and
    - ii. Spitting at or in the direction of an opponent or an Official will be a code violation and possible default. Spitting on the court will be cautioned. The player will be asked to spit off the court or through the fence. If the player continues to spit on the court, it will be a code violation.
2. *Referee may advise players and coaches about the ITA Point Penalty System.* The Referee may issue a general explanation to players and coaches before the match about the ITA Point Penalty System. The Referee may define appropriate court behavior and enumerate specific types of conduct violations and unsportsmanlike conduct in general.
3. *Only Referee, Chair Umpire and Roving Umpires may assess code violations.* Only the Referee, Chair Umpire and Roving Umpires may implement the ITA Point Penalty System, unless both coaches agree otherwise. In a non-Division I match if there is no Official, both coaches must confer and agree before assessing a code violation, unless coaches are coding their own player(s).
4. *Coach assessed penalty.* Coaches may assess a point penalty or default at any time against their own player/team for any inappropriate conduct if either of the following conditions are met:
- a. There is no official present.
  - b. There is an official present but the official chooses not to penalize the player.
- Any such point assessed by the coach shall not be part of the ITA Point Penalty System for that match. (Revised August 2021)
5. *ITA Point Penalty System.* The ITA Point Penalty System, consists of the following:
- a. Point Penalty
  - b. Game Penalty
  - c. Default



The “Warning” is not a part of the ITA Point Penalty System. If the conduct warrants it, the Referee is authorized to default a player/ doubles team without having first given lesser penalties under the ITA PPS. Conduct worthy of an immediate default includes but is not limited to:

- Verbal or visual profanity that is hostile or severe in nature and directed toward an opponent, coach, official or spectator.
- Ethnic, Religious, Racial or Homophobic Slurs.
- Physical contact with an opponent, opposing coach, spectator or official
- If a ball is struck in anger or a racquet is thrown in anger, and the object strikes an individual (e.g. opponent, opposing coach, spectator or official)

(Revised August 2019)

6. *Issuing a Code Violation.* When issuing a Code Violation, the Official must do so before there has been an intervening point and must have directly observed or heard the violation.

There are four separate time segments when a player can commit a code violation:

- a. During the first segment (doubles or singles) of a dual match;
  - b. After the first segment (doubles or singles) of a dual match;
  - c. During the second segment (doubles or singles) of a dual match;
  - d. After the second segment (doubles or singles) of a dual match.
7. *Default.* The designated Referee has the sole power to default players during dual matches and ITA sanctioned team tournaments. Coaches shall have the opportunity to offer an explanation of the situation to the designated Referee. (Revised August 2018)

In team tournaments, the coaches shall have the right to appeal the default to the Tournament Committee. The player shall be defaulted if there is no appeal or if the appeal is denied.

A Chair Umpire or Roving Umpire may give point and game penalties. The Chair Umpire and Roving Umpire shall inform the Referee so that the Referee can stand by in case a default must be given.

8. *Referee imposed penalties.* Only the Referee of a dual match may impose the following:
  - a. Default of a player
  - b. Ejection of a player or team personnel
  - c. Carryover Code Violation Penalties

**Note:** Any official may assess a Post-Match Code Violation. The Referee must be notified of any Carryover Code Violations and

the Referee will determine when and where to implement the penalty. The Referee may delegate the implementation of point or game Carryover Code Violations to another official. Only the Referee may implement a Default Carryover Code Violation.

- d. Off court violations of the Coach's Code of Conduct Penalties
- e. Ejection of a coach
- f. Ejection of a Designated Player Assistant

(Revised August 2020)

9. *In doubles, code violations are assessed against the team.* In doubles, the players are penalized as a team and not as individual players.
10. *Carryover of code violations after an individual match is over in team competitions.* The following carryover rules apply in team competitions:
  - a. *Penalties assessed during a match do not carry over to the next segment of the dual match.* The ITA Point Penalty System is cumulative throughout any specific segment of a dual match (see ITA regulation I.L.6.), but is also self-contained. All penalties assessed during a specific segment will be erased at the end of that segment. The next segment (whether singles or doubles) will start with a "clean slate."
  - b. *Team matches where doubles is played first, followed by singles.* If a player commits a code violation after the doubles match is complete, the penalty shall be assessed to the highest remaining doubles team still in progress at the start of the next game or immediately in a tiebreak. A carryover default penalty shall be assessed immediately, regardless of the score of the match. If the doubles point has been decided, the carryover penalty shall be assessed at the start of that player's singles match. If that player is not playing in the singles, the carryover penalty shall be assessed to the No. 1 singles player from that team. If a player commits a code violation after the singles match is complete, the penalty shall be assessed to the highest remaining singles player still on the court at the start of the next game or immediately in a tiebreak. A carryover default penalty shall be assessed immediately, regardless of the score of the match.  
(Revised August 2019)
  - c. *Team matches where singles is played first, followed by doubles.* If a player commits a code violation after the singles match is complete, the penalty shall be assessed to the highest remaining singles player still on the court at the start of the next game or immediately in a tiebreak. A carryover default

penalty shall be assessed immediately, regardless of the score of the match. If the singles matches have been completed, the carryover penalty shall be assessed at the start of that player's next match. If that player is not playing in doubles, the penalty shall be assessed to the No. 1 doubles team. If a player commits a code violation after the doubles match is complete, the penalty shall be assessed to the highest remaining doubles team still in progress at the start of the next game or immediately in a tiebreak. A carryover default penalty shall be assessed immediately, regardless of the score of the match. (Revised August 2019)

- d. *Doubles Teams.* For the purpose of imposing carryover penalties after a doubles match, the two doubles players remain a team until one or both of them have left the court.
  - e. *Carryover penalties are not part of progressive schedule of penalties for next match.* When a penalty is assessed under the carryover provision, that penalty does not count as part of the progressive schedule of penalties for that match. For example, during a dual match where doubles is played first, Player A commits a code violation after a doubles match, which was the last doubles match on court. Player A is in the singles portion of the dual match, so the penalty will be assessed at the start of Player A's singles match. Player A then commits a code violation during the singles match. The player is assessed a point penalty for that violation.
  - f. *Multiple Offenses.* The Point Penalty System is in effect for carryover purposes. If more than one violation occurs following a player's participation, that player may be subject to a game penalty or default to be applied under the carry over provisions.
  - g. *Loss of toss.* All carryover code violations resulting in a point or game penalty also include loss of toss.
11. *Penalties for overrules.* If any Official has overruled a player or doubles team multiple times in accordance with ITA Regulation I.I.3., the Official shall penalize each appropriate subsequent overrule under the ITA Point Penalty System. Overrules are match specific and do not transfer to their next match (e.g., if a player is overruled three times in doubles, the player starts over with a clean slate in singles). The failure to have a first serve fault appeal upheld is not treated as an overrule. (Revised August 2022)

Coaches may overrule their own player in accordance with ITA Regulation I.I.7. (Revised August 2021)

12. *Penalties for physical contact between teams.* All physical contact between opposing players, opposing coaches, a player and a coach, a player and an Official or a coach and an Official is strictly prohibited. The Referee shall immediately default any player who initiates contact.
- a. *Doubles player is barred from playing singles.* If the offense takes place during or immediately following doubles, the offending player shall be barred from playing singles. Each player listed below the barred player shall be moved up. If a team does not have additional players, the coach shall follow the policy laid out in I.E.8, team that is short on players. Any carryover penalties that were assessed shall be applied (including a carryover default penalty). If the offending player is not in the singles line-up, that player shall be barred from playing doubles in the team's next dual match. (Revised August 2018)
  - b. *Singles player is barred from playing doubles.* In a match where singles is played first, and the offense takes place in singles and the offending player is in the doubles line-up, the player shall be barred from doubles. As a result, that player's coach shall make a direct line substitution to the line-up—and re-order if necessary. If a team does not have additional players, the coach shall follow the policy laid out in ITA Regulation I.D.8, team that is short on players. Any carryover penalties that were assessed shall be applied (including a carryover default penalty). If the offending player is not in the doubles line-up, that player shall be barred from playing singles in the team's next dual match. (Revised August 2018)
  - c. *Physical contact after the completion of the dual match.* ITA carryover penalties do not apply when the physical contact offense occurs following the completion of the dual match. In this instance the Referee shall file a "Post-Match Code Violation" form, which can be found on the ITA website. (Revised August 2018)
  - d. *Physical contact reporting.* All of the above instances of physical contact shall be reported to the ITA Officiating Department by the Referee immediately following the match utilizing the "Post-Match Code Violation" form, which can be found on the ITA website. ITA Staff shall review all reported incidents. (Adopted August 2018)
13. *Time violations.* Time violations occur when a player takes more than 25 seconds between points, takes more than 90 seconds on change overs or takes more than 120 seconds on a set break. A



warning shall be given for the first violation. Subsequent delays shall be penalized by a point loss for each violation, with no accumulation. These violations are not part of the ITA Point Penalty system. Time violations accrued from lateness when returning from a bathroom visit are separate from time violations accrued during play. (Revised August 2019)

14. Loud grunting or outbursts.
  - a. *Player outbursts – adjacent courts.* Following a complaint from any player on an adjacent court, an official who hears a verbal outburst or grunting that is loud enough to disrupt play shall caution the offending player that subsequent outbursts shall be penalized under the ITA Point Penalty System.
  - b. *Player grunting – same court.* Following a complaint from any player on the same court, an official who hears grunting that is loud enough to disrupt play shall caution the offending player that subsequent outbursts shall be penalized under the ITA Point Penalty System.
  - c. *Player outbursts – foreign language.* If a loud outburst is in a language that the official does not understand, the official shall caution the player that further foreign language outbursts that are not understood by the official will be penalized as unsportsmanlike conduct under the ITA Point Penalty System.
15. *Referee shall report defaults to the ITA.* All defaults for misconduct must be reported by the Referee to the ITA Officiating Department utilizing the “Default of a Player” form, which can be found on the ITA website, within 24 hours for review and possible disciplinary action by the ITA Ethics Committee. (Revised August 2018)
16. *Player or coach ejected from match.* A player or coach ejected from a match must leave the tennis venue for the duration of the team match and not be in an area where they are visible or in viewing distance. All ejections must be reported by the Referee to the ITA Officiating Department utilizing the “Ejection of a Player or Coach” form, which can be found on the ITA website, within 24 hours for review and possible disciplinary action by the ITA Ethics Committee. (Revised August 2018)

## **M. Coaching**

1. *When coaching is allowed.* A coach may coach a player any time during the match so long as the coach does not interfere with play. Coaches shall be designated before the doubles matches and may only be re-designated before the singles matches.
2. *Penalties when coach interferes with play.* Coaches shall not interfere with play, which includes making officiating calls, including

but not limited to, foot faults, “out” calls and lets. However, coaches do still have the ability to overrule their own player. If a coach interferes in the play of a point, the coach’s player/team shall lose that point for Coach’s Interference. A Coach’s Code of Conduct penalty may also be assessed by an official if the interference is determined to be egregious. (Revised August 2022)

3. *Who may coach.* Coaching is permitted by the head coach and two designated coaches. Designated coaches may be an associate head coach, assistant coach (graduate and student assistants fall in this category) or volunteer coach. Associate, assistant or volunteer coaches must be on the institutional coaching list for that program. Coaches shall be designated by the head coach to the Referee before the doubles matches and may be re-designated before the singles matches. No more than three coaches may coach at one time during any one segment (doubles or singles) of a match. Designated Player Assistants (see ITA Regulation I.O.3.) are counted in this number. Note: In the absence of a head coach, an assistant coach may be designated as the acting head coach by the institution. (Revised August 2020)
4. *Where coaches may coach.* Coaches are allowed to coach between points and on any breaks of play. Coaches may coach from anywhere on their team’s end of the court, including from outside the fence perimeter. Coaches may coach within the lines of the court so long as play is not delayed. A coach may change courts when the movement will not interrupt or delay play. Delaying play while coaching shall result in a Time Violation.

During the point, the coach’s position and movement shall be limited so as to not distract the players. Coaches may:

- a. sit on either player bench or stand at a net post;
- b. stand on their team’s side of the court between the net post and the service line;
- c. stand on an empty adjacent court on their team’s side of the court, but no closer than the doubles sideline;
- d. stand on an empty adjacent court on the opposing team’s side of the court no closer than the mid-court line.

(Revised August 2018)

5. *Conversations of coach with opposing player banned.* A coach shall not initiate a conversation with the opposing player or in any way get involved with an on-court problem, except at the request of the Chair Umpire, Referee or the player or the coach of the player involved. At no time should a player initiate a conversation with an opposing coach. Violation of these provisions by the coach shall

result in a Coach's Code of Conduct penalty. Violations by the player shall result in the application of the ITA Point Penalty System.

6. *On court problems.* If a coach needs to be consulted due to a problem on the court, it is desirable for the opposing coach to be present.
7. *Control of bench players and team personnel.* Coaches are expected to control the behavior of their players and team personnel at all times. Coaches shall ensure the guidelines for player behavior as outlined in ITA Regulation I.O.2. are followed by bench players and team personnel at all times. Inappropriate behavior will be penalized following the Bench Player Harassment Penalty System (ITA Regulation I.O.1.f.). (Adopted August 2022)
8. *No cheerleading.* Coaches shall not cheerlead. A simple "good shot" or a polite clap is not considered cheerleading.
9. *Electronic communication devices.* Only coaches may use electronic communication devices such as cell phones, smart phones, tablets, etc. for texting and data purposes. Speaking, listening or using any voice-activated features on these devices is not permitted. The use of tablets, video replay or Player Analysis Technology shall not be used during a match for coaching purposes. Players are not allowed to use electronic communication devices at any time. It is permissible for players to wear smartwatches (e.g. Apple Watch, Fitbit, etc.) due to the health and wellness benefits of those devices; HOWEVER, should an Official or Referee observe that a smartwatch is being utilized as an electronic communication device, the official shall notify the player and coach and the smartwatch shall be removed and stored out of sight of the player. (Revised August 2019)

## **N. Coach's Code of Conduct Penalty System**

(Adopted August 2018)

The conduct of all coaches (including the Head Coach, the Assistant Coach or the Volunteer Coach) before, during and after any team competition must be exemplary. Any deviation from this standard shall result in the implementation of the Coach's Code of Conduct Penalty System that assesses the following penalties against the specific coach who commits the offending conduct:

1. *First Violation of the Coach's Code of Conduct.* A point penalty against the coach's player on the court where the offending conduct occurred.
  - a. If the offending conduct occurs off court, then the point penalty shall be assessed by the Referee immediately on the highest match in progress. (Revised August 2019)

- b. If the offending conduct occurs between the doubles and singles matches, then the point penalty shall be assessed by the Referee to the number one singles (or doubles) match at the start of that segment. (Revised August 2019)
  - c. If the Referee assesses the point penalty, there shall be no appeal. If an Official assesses the penalty, the coach may appeal to the Referee whose decision is final.
2. *Second Violation of the Coach's Code of Conduct.* If the coach's improper conduct continues following the point penalty (either as a continuing act that did not stop upon receiving the first penalty or as the result of some new offending conduct by the coach later in the dual match), only the Referee may eject the offending coach immediately from the dual match; this coach shall be barred from coaching for the remainder of the dual match. A second point penalty shall not be assessed in conjunction with the ejection of the coach.

Any offending coach who is ejected by the Referee must immediately (within one minute of being informed of the ejection by the Referee) leave the playing area. The coach may not remain in view of the playing area. If the coach does not leave the playing area, the Referee may declare a default of all of the coach's players or teams whose matches are still in progress or are yet to be played for that dual match. (Revised August 2019)

3. *Reporting ejection.* If the Referee ejects any coach during a dual match, then the Referee must inform the ITA Officiating Department utilizing the "Ejection of a Player or Coach" form, which can be found on the ITA website, within 24 hours of the conclusion of the dual match for review and possible disciplinary action by the ITA Ethics Committee.
4. *Examples of improper conduct.* If any of the following conduct occurs, the offending coach should be issued a Coach's Code of Conduct penalty using the procedures described above. The following examples are provided as guidance for Coaches and Officials in determining what is unacceptable conduct by a Coach:
- a. A Coach may not use any profanity or any obscenity while addressing an official.
  - b. A Coach may not threaten, intimidate or harass an official.
  - c. A Coach may not allude to an Official's pay in any manner while discussing the conduct of the Official during a dual match.
  - d. A Coach may not comment on an Official's physical condition or mental competency.



Nothing in these examples prevents a Coach from disagreeing with an Official's decision or ruling on a question of fact or law, provided the Coach remains professional in all communications with the Official. Even professional communication with an Official may result in a Coach's Code of Conduct penalty if the Coach's communication is unduly prolonged and affects play.

## **O. Restrictions on Players and Spectators**

### **1. Bench Player Behavior.**

- a. *Sportsmanship.* Team members must exhibit exemplary sportsmanship throughout the team event.
- b. *Cheering.* All cheering must be positive and directed at their own team members. There cannot be any remarks made to or about opposing team members. Student-athletes and all team personnel (managers, stringers, strength coaches, trainers, etc.) are prohibited from making any noise during a point and shall refrain from making any direct or indirect comments to opposing players. This includes any noise or comments between first and second serves.
- c. *Harassment.* Heckling, harassment, personal attacks or any negative comments aimed at the officiating crew or the opposition (including but not limited to team members, coaches and their fans) by student-athletes and/or team personnel will not be permitted.
- d. *Interference.* Bench players and team personnel are prohibited from making officiating calls, including but not limited to, foot faults, line calls and lets. If this occurs, a Bench Player Harassment Penalty should be applied once the point has ended.
- e. *Responsibility of control.* Control of bench players and team personnel behavior is the responsibility of the team's coaching staff. Regardless of the coach's actions, if bench players or team personnel violate the behavior expectations, the Bench Player Harassment Penalty System (ITA Regulation I.O.2.f.) shall be applied appropriately by the officiating crew.
- f. *Bench Player Harassment Penalty System:*
  - i. First offense: Official bench warning by Chair Umpire or Referee and notification to the head coach of the offending team.
  - ii. Second offense: Point penalty applied on the court at which the behavior was directed.
  - iii. Third and subsequent offenses: Point penalty applied on all courts still in progress. The penalty shall be

applied as soon as possible regardless of the match score. (Adopted August 2022)

(Revised August 2022)

2. *Allowable Area for Players and Team Personnel.*
  - a. Players are **not** spectators. Non-playing “bench” players and team personnel must remain in the allowable area for bench players and team personnel. The home coach and referee will establish this area at their facility and both head coaches and the Referee shall review this allowable area during the pre-match meeting/line-up exchange. It is preferred that the allowable area is completely separated from spectator seating and is not located behind a court. (Revised August 2022)
  - b. Once an adjacent court opens to any court the bench players are viewing, bench players and team personnel must go to that open court to support their teammates and whenever possible remain on the side of the teammate(s). If an adjacent court is not open to the court the bench players are viewing, bench players and team personnel may remain at their original designated allowable area.
  - c. Players are permitted no closer than the center service line on the adjacent court. The Referee may move the players further away.
  - d. Team members and personnel must sit/stand together as a group when watching a match on the same court.
  - e. All bench players shall wear team uniforms throughout the event to make them distinguishable from the spectators.
3. *Designated Player Assistants (DPAs).* Student athletes who are on an institution’s roster and are not participating in a segment of the dual match may be designated to assist teammates who are playing matches.
  - a. All DPAs must be listed on the institution’s player roster for that specific program.
  - b. The maximum number of coaches and DPAs may not exceed three in any segment of the dual match.
  - c. DPAs may be designated at the start of the dual match and may be re-designated in between segments.
  - d. DPAs must adhere to the parameters outlined in ITA Regulation I.M.
    - i. A point penalty may be assessed by any official if the DPA interferes with the match at any time or violates any of the parameters outlined in ITA Regulation I.M. If a point penalty is assessed, the DPA shall be

immediately dismissed as a DPA and shall return to the bench player area for the remainder of the dual match. If the Referee assesses the point penalty, there shall be no appeal. If an official assesses the penalty, the player or coach may appeal to the Referee whose decision is final. This player may not be designated as a DPA for the remainder of the dual match. No additional student athletes may become a DPA for the remainder of that segment of the dual match. This player is still eligible to play in a later segment of the dual match if listed in the lineup.

- ii. Dependent upon the nature of the behavior, the DPA may also be ejected by the Referee if the behavior is egregious. See ITA Regulation I.O.2.b. for examples of behavior that would prompt ejection. This list is not exhaustive. This player is not eligible to participate in a later segment of the dual match if listed in the lineup. The coach may remove the player from the lineup and follow the rule regarding lineup changes once a match has begun as stated in ITA Regulation I.D.6 or ITA Regulation I.D.7. A team that is short on players shall follow ITA Regulation I.D.8.

(Adopted August 2020)

4. *Spectator Behavior.* Spectators are to behave with model sportsmanship consistent with the spirit and history of the sport of tennis. Spectators are not allowed to use vulgarity, profanity or make abusive comments toward players and coaches. Spectators are allowed to cheer for their team and for points well-played, however noise that is intended to abuse or distract opponents is not allowed. Artificial noisemakers shall not be used during play. Examples of artificial noisemakers include musical instruments, thundersticks, megaphones, air horns or anything that amplifies sound. It is understood that crowd noise from one court will often occur during play on another court and is part of the dual match environment. Crowd control is the responsibility of the host institution. Officials should first appeal to the host game management for appropriate action when deemed necessary. In the case of no host game management staff, the head coaches are responsible for addressing behavior of their respective fans. An announcement outlining appropriate fan behavior will be made prior to every match (or a policy must be posted or printed and

provided to all entering fans). Alumni, former student-athletes and members of the opposite gender team are considered to be spectators and must remain in spectator areas from the start of the warm-ups to the completion of the last match. The head coach, institutional administrator, event management personnel and officials will be responsible for enforcing penalties when violations of the above policy occur. This penalty system shall be referred to as the Crowd Harassment Penalty System. (Revised August 2020)

- a. Crowd Harassment Penalty System:
  - i. First offense: Warning from event management staff.
  - ii. Second offense: Point penalty and removal from facility.
- b. Where and how to Apply Crowd Harassment penalties:
  - i. Match-specific inappropriate behavior: If the inappropriate behavior is match specific, the point penalty shall be applied to the match on which the behavior occurred.
  - ii. General inappropriate behavior, **not** match-specific: If the inappropriate behavior is generalized and not match specific, the point penalty shall be applied to the highest match still in progress (regardless of whether the dual match is in the doubles or singles portion of the competition).

## **P. Equipment and Attire**

### **1. Tennis Balls**

- a. *Ball usage.*
  - i. *Division I.* In Division I dual matches, three new yellow tennis balls, **USTA/ITF-approved**, shall be used for each doubles set as well as for each set in all singles matches. No new balls shall be given when playing a 10-point match tiebreak in lieu of a third set. (Revised August 2022)
  - ii. *Division II, III, NAIA & JUCO.* In all other Divisions, a minimum of three new yellow tennis balls, **USTA/ITF-approved**, shall be provided for each match. The balls shall be changed at the end of the second set. In Division III and JUCO, it is recommended that four new balls are used in 8-game doubles pro sets. No new balls shall be given when playing a 10-point match tiebreak in lieu of a third set. (Revised August 2022)



- iii. *All Divisions.* Should low tennis ball inventories created by current supply chain issues require the need to modify the ball usage rules stated above, both coaches must agree to those modifications prior to the start of the match. (Adopted August 2022)
- b. *Wilson balls required for ITA Regional, National and All ITA Sanctioned Events.* The Official Tennis Ball of the ITA is the Wilson US Open Extra Duty tennis ball for sea level play and the Wilson US Open High Altitude tennis ball for high altitude play. It shall be used for all ITA Regional and National Championships as well as all ITA sanctioned tournaments.
- c. *Wilson balls recommended for dual matches.* The Official Tennis Ball of the ITA is the Wilson US Open Extra Duty tennis ball for sea level play and the Wilson US Open High Altitude tennis ball for high altitude play. It is highly recommended for all ITA dual match play. Should the host institution wish to utilize a different ball, it shall note the brand and type in the ITA Match contract. (Revised August 2019)
- d. *Tennis ball shortage.* Due to current difficulties surrounding the availability of tennis balls, the ITA Rules Committee recommends reaching out to your dual match opponents prior to the start of the dual match season to confirm the brand and type of tennis ball to be used during competition. Visiting teams with larger inventories of extra duty tennis balls are encouraged to aid home teams with low inventories of extra duty balls (or high altitude balls in high altitude locations). Should current circumstances require the use of a different brand or type (regular duty, etc.) of tennis ball, that ball must be USTA/ITF approved and ample notice should be provided to the visiting institution (minimum of 1 week). (Adopted August 2022)
- e. *Replacement of lost or damaged balls.* The Official shall decide when to replace a lost or damaged ball. If an Official is not available, then both coaches must agree on this decision. Lost or damaged balls shall be replaced with used balls of comparable wear except when a ball is lost or damaged within two games of when new balls were introduced. In this case, a new ball shall be inserted.
- f. *High altitude balls.* High altitude play is defined as play at 4,000 ft above sea level and above. Teams shall utilize a ball designed for high altitude play for dual matches and

tournaments at this altitude and above. Wilson High Altitude Balls are strongly recommended for play at high altitude for ITA sanctioned play.

2. Tennis Attire
  - a. Whenever possible, all ITA competitors should wear their official team uniform during competition, warm-up and the awards ceremonies. If official uniforms are not available, wearing apparel with school emblems or initials is recommended.
  - b. College players' use of all athletic equipment and clothing from a manufacturer or commercial enterprise shall adhere strictly to NCAA rules.

## **Q. Officials**

1. *Home coach is responsible for providing Officials.* The home coach shall have available qualified persons to serve as Officials. In order for an Official to be considered "qualified," the Official must hold a current USTA & ITA certification. To avoid a possible conflict of interest, a student or employee of the college/university should not officiate school matches. Further, all ITA Officials should not officiate any match where they have a conflict of interest (e.g., familial relationship with students, coaches or team personnel).
2. *Officials must possess a current ITA Certification.* The home coach must ensure that all Officials hold a current ITA Certification in order for the match to be considered for ITA Rankings. The Officials' names, along with their ITA Membership Number, for each dual match shall be recorded in the home coach's ITA Scorebook. Failure to use certified Officials may result in the overturning or nullification of the results from the match in question.
3. *Two Officials required for Division I Matches.* Any Division I team wishing to be ranked by the ITA shall provide a certified Official who shall act as the Referee and one other certified Official who shall act as a Roving Official. Failure to do so should be reported immediately to the ITA Office or conference office if it is a conference match. The only exceptions shall be when ITA Officials are not available or when the coaches shall agree in writing before the start of the match that two ITA Officials are not required.
4. *Requests for Officials.* A coach or player may request assistance from an Official if one is available. In any match, when there is a question of law in dispute, the coach or player may request the Referee. In either scenario, the match shall not be suspended for more than five minutes while the Official or Referee is located.

5. *Referee may serve as Chair Umpire.* If no one else is available, the Referee may serve as a Chair Umpire. The Referee continues to serve as Referee to the best of one's ability.
6. *When Referee has only one match under his or her jurisdiction.* Once the Referee has only one match under his or her specific jurisdiction, if requested, the Referee must go into the chair or stand near the net post in order to have a better view of the match.
7. *Uniforms.* Officials shall wear the ITA National Uniform for all ITA dual matches. The ITA uniform shall not be worn at non-collegiate events. (Adopted August 2018)
8. *Referee Reporting.* All player defaults, instances of physical contact, player and coach ejections and post match code violations in ITA Dual matches must be reported in writing to the ITA Officials Department using the appropriate forms, which can be found on the ITA website, within 24 hours of the incident.

## **R. Trainer**

1. *Host school shall provide a certified athletic trainer (ATC).* The host school shall provide the services of a certified athletic trainer, preferably at the match site or at a training facility within a five-minute walk of the match site. If an ATC will not be available for the match, the visiting coach shall be notified in advance. Failure to follow these guidelines shall be reported to the ITA Office or conference office if it is a conference match. (Revised August 2020)
2. *Referee has discretion to determine time allowed to locate trainer.* The Referee shall use discretion in determining the time allotted to locate a trainer if one cannot be found or is not available within five minutes of the injury.

## **S. Post-Match Considerations**

1. *Departure from court within five minutes.* After a dual match, players have five minutes to gather their equipment from the court and leave the immediate playing area.
2. *Complaints and Grievances against Officials.* The appropriate reports below must be used for a complaint against an Official. Any complaint of an Official in a match between two conference teams should also be sent to the conference office. Additionally, behavior occurring at a National Championship should also be sent to the appropriate national governing body.
  - a. *Grievance Against an Official.* If a coach feels that a decision by an Official or the Referee was incorrect and directly affected the result of the team match, the coach should file a written protest utilizing the "Grievance Against an Official" form, which

can be found on the ITA website. Upon receipt of the form, ITA Staff will forward to the appropriate committee for review.

The "Grievance Against an Official" form shall only be used in instances where the decision directly affected the outcome of a match.

- b. *Report of an Official.* If a coach feels that an Official or Referee handled a situation incorrectly at a dual match, the coach should file a written protest utilizing the "Report of an Official" form, which can be found on the ITA website.

The "Report of an Official" form shall be used when the outcome of the match was not directly affected, however the coach feels the ITA rules were not implemented correctly.

- c. *Ethics Complaint Against an Official.* If a coach feels an Official or Referee displayed inappropriate conduct or behavior, on or off court, during a dual match, the coach should file a written protest utilizing the "Ethics Complaint Against an Official" form, which can be found on the ITA website.

(Revised August 2018)

3. *ITA Match Protests.* If a coach believes an ITA dual match was played unfairly, or that the opposing coach did not follow ITA rules, the coach should protest in writing to the ITA. Protest forms and procedures can be found on the ITA website.

## **T. Post-Match Interviews**

In all ITA National Championships the coaches and players shall make themselves available upon request for media interviews within 10 minutes of the completion of their matches. Failure to do so may result in disqualification and/or other ITA-assessed penalties.

## **U. Eligibility for Collegiate Competition**

Only players who are considered eligible for intercollegiate competition at the time of entry:

- By their school; their conference (if any); AND
- By their National governing body (e.g. NCAA or NAIA)

shall be eligible to participate in ITA sanctioned events and regional and national collegiate championships.

Junior players not yet matriculating at a college level and professional players not in school shall not compete in these intercollegiate events.

## **V. Video Review**

PlayFair technology is the only approved form of video review for dual matches. Use of the PlayFair system during regular season, non-conference dual matches shall be specifically addressed in dual match contracts. Use of video review during conference and postseason play



is the decision of each individual conference or governing body (NCAA, NAIA, NJCAA, CCCAA, etc.).

ITA video review policies and procedures shall be utilized for video review matches. A minimum of one ITA Video Review Official shall be used for dual matches (chaired and non-chaired). The Video Review Official shall only handle video review and not other ITA officiating duties, except that an off-court referee may also serve as a Video Review Official. If technology is non-operational on one or more courts at the start of the match, video review shall NOT be utilized unless coaches agree otherwise. If the technology becomes non-operational during the match, the technology shall continue to be used on the remaining courts. (Revised August 2020)

#### 1. PlayFair Policies and Procedures

- a. Players receive 3 challenges per set (includes pro sets and 10 point match tie breaks)
  - i. "Successful" challenges do not count against their total.
  - ii. The PlayFair system will track the challenges (successful, unsuccessful, and number remaining).
- b. Players may utilize one of their challenges in the following scenarios:
  - i. A line call affirmed by official on court.
  - ii. An overrule by official on court.
- c. Challenges MUST be timely. Players shall not use the review process to intentionally slow the pace of play.
- d. If the review process is not timely (within 1.5 minutes), the original call stands. Play should resume immediately.
- e. An official should deny a challenge on a ball that was clearly out.
- f. Only an ITA Video Review Official can overturn a call after reviewing the video. Any video review resulting in the overrule of a player's call will count toward a player's overrule total.
- g. Players & Coaches may NOT approach the kiosk or the video review official (players must remain within the lines of the court during the entire review process; coaches must remain where they were coaching or return to their player's bench).

If, after being cautioned once about approaching the video review official/tablet/kiosk, a player or coach repeats, the official should consider the PPS or Coach's Code of Conduct to deter this conduct.
- h. Players & Coaches should not continue to dispute or discuss the call during the challenge process.

- i. To overturn the call, the Video Review Official must conclude that the video CLEARLY DEMONSTRATES that the challenged call was erroneous (i.e., the Video Review Official is 100% positive that the video shows the original line call or overrule was inaccurate).

It is expected that some video reviews will be inconclusive (particularly if the camera is not on the line); when reviews are inconclusive the call on the court stands.

- j. The review process should not become its own spectacle.
  - i. There should be no arguing or discussion. The review process should be conducted in the most discreet way possible so as to not interrupt other matches.
  - ii. The Video Review Official must make a decision quickly (i.e., the Video Review Official cannot replay the video 10 times to reach a decision).

## **II. INDIVIDUAL COMPETITION — SINGLES AND DOUBLES TOURNAMENTS**

### **A. The Code**

USTA Rules & Regulations are in effect in college tennis except where explicitly superseded by ITA, NCAA, NAIA, NJCAA, CCCAA or Conference Rules. The Code is not part of the ITA Rules of Tennis. Players shall follow The Code unless there is a specific ITA Rule on point or except to the extent to which an Official assumes some of their responsibilities.

### **B. Scoring and Formats for Individual Play**

All ITA Sanctioned individual tournaments shall determine their format of play.

1. *NCAA Division I, II and NAIA*: No-ad scoring shall be used in all ITA, national, regional and sanctioned matches. (Revised August 2019)
2. *NCAA Division III and Junior and Community College*: Regular scoring shall be used in all ITA national, regional, and sanctioned matches, unless the tournament committee decides otherwise.

### **C. Warm-up**

1. *Five minute warm-up under normal conditions*. Players shall have a maximum of five minutes for warm-up before a match. The Chair Umpire or tournament Referee shall time the warm-up. Otherwise the coaches must oversee the warm-up period.
2. *All warm-up serves must be taken before the start of play*. All warm-up serves must be taken before the start of play. If the match is umpired, the Umpire should give a warning when two minutes are left in the warm-up.

3. *Match starts with warm-up.* The official start of a match is marked when the on court warm-up begins between the two opponents (or doubles teams). It is mandatory to warm-up with the opponent/opposing doubles team.

#### **D. Seeding**

1. *All ITA sanctioned tournaments shall use the All Factors Method of seeding.* The All Factors Method of seeding is based on the players' chances of winning the tournament as determined by the Tournament Committee. The Tournament Committee shall consider all reasonably available information, including ranking lists, standing lists, recent records, types of surface and head-to-head encounters.
2. *Number of seeds.* The number of players seeded shall equal a power of two (for example, 1, 2, 4, 8, 16 or 32). The maximum ratio of players seeded shall be one to three, except that any draw may have one or two seeds.

#### **E. Starting Time & Lateness Penalties**

1. *Starting time.* All players should be ready promptly at the specified starting time. By mutual agreement of the coaches, individual matches may be delayed by a predetermined period of time to accommodate a player late for a legitimate reason.
2. *Default after 15 minutes.* In all ITA events (singles, doubles & team), the Referee, after consultation with the Games Committee, may default a player or team for being 15 minutes late for the starting time of the match.
3. *Game penalties for lateness.* If a court is available, the Referee may penalize the late player or team one game for each five minutes or fraction thereof of lateness. The late player or team also loses the toss. No more than three games shall be assessed for lateness.

#### **F. Rest Periods, Continuous Play and Time Between Matches**

1. *No rest periods between second and third sets.* There shall be no rest period between the second and third sets. **Extreme Heat:** If the temperature is 90° at the start of the match, the players shall be offered a 10-minute rest period between the second and third sets.
2. *Rest between matches.* After a match that lasts more than one hour, a player may receive a rest period of up to 45 minutes. After a match that lasts more than one and one half hours, a player may receive a rest period of up to one hour. The Tournament Committee has the discretion to modify these rules.

## **G. General Rules**

1. *Conference rules.* Conference rules shall supersede ITA rules when it is an individual conference tournament.
2. *Bona fide institutional representative.* Each team should be accompanied by a bona fide institutional representative at all matches.
3. *The home institution is responsible for spectator conduct.* The home institution shall make sure that the behavior of the spectators remains fair and non-abusive. Failure to ensure proper behavior shall result in the application of the crowd harassment penalty system (see ITA Regulation II.P.3.) against the offending team and in extreme cases forfeiture of the match. At a neutral location, each team shall be responsible for the conduct of their respective spectators. (Revised August 2019)
4. *Moving matches to other courts.* Once a match has begun, it shall remain on the same court until its conclusion, unless both coaches agree to move it to another court. In an ITA national or sanctioned event, the Referee or Games Committee may move matches, if necessary. In all divisions, the match is considered to have started when the players begin warming up together on the court.
5. *Unfinished matches do not count.* Unfinished or unplayed matches in ITA sanctioned tournaments do not count toward a player's win/loss record or for rankings.
6. *Failing to play after a tournament has started.* Once a tournament has started, failure to play a match shall result in a default. This loss and any subsequent losses do not count toward a player's win/loss record or for rankings. (Revised August 2021)
7. *Consequences of failing to follow ITA rules.* Failure to follow ITA rules in any ITA sanctioned tournament may cause the forfeiture of the ITA sanction, and the results from such an event may not be considered for ITA ranking purposes.

## **H. Calls in matches with a Chair Umpire or with no Chair Umpire and no Line Umpires**

Many college matches are played without the assistance of a Chair Umpire and Line Umpires. Some matches are officiated by a Chair Umpire or a Roving Umpire. In all these matches, the players have the primary responsibility for making the calls. The following principles apply in these matches.

1. *Players make calls aimed at their side of the court.* Players shall make all calls on shots aimed at their side of the court. An official in direct observation of the court shall not assist the player in making any line call with any kind of verbal or non-verbal signal. An official in direct



- observation of the court may immediately confirm or correct “out” calls made by a player. (Revised August 2020)
2. *Opponent gets benefit of the doubt.* Whenever a player is in doubt, the player shall make the call in favor of the opponent. Balls should be called “out” only when there is a space visible between the ball and the line. A player shall never seek aid from a Chair Umpire, Roving Umpire, spectator, teammate or coach in making a line call.
  3. *Disagreement between partners over a call.* A doubles partner is obligated to disagree with the partner if an erroneous call is made. When doubles partners disagree on a call, the point goes to the opposing team. The point is never replayed. (Revised August 2022)
  4. *Balls that a player does not see.* There are no “unsighted” calls. If a player does not see the opponent’s shot, the player shall call the ball good. A player shall never seek aid from a Chair Umpire, Roving Umpire, spectator, teammate or coach in making a line call. The Chair Umpire and Roving Umpires shall not give assistance on balls that a player does not see.
  5. *Out calls must be made immediately.* “Out” calls must be made immediately. The call shall be made before either an opponent has hit the return or the return has gone out of play. If no immediate audible or visible call is made, the ball shall be considered good.
  6. *Clay court procedure.* Players may quickly check a mark before making a call on their side of the net.
  7. *Correcting an erroneous “out” call – opponent wins point.* A player shall reverse the “out” call if the player realizes a mistake has been made or if uncertain of the call. The point goes to the opponent. It is never replayed.
  8. *Players are obligated to call their own ball “out” if it is clearly out.* Players shall call the ball “out” if it is clearly out. This rule does not apply to a player’s first serve. See reference in “The Code” C.13.
  9. *How to challenge an opponent’s call.* An opponent’s call may be challenged by the query: “Are you sure of your call?” No further discussion or delay is permitted. If the player making the call is uncertain, the player loses the point. It is never replayed.
  10. *Players shall not cross the net to point out a mark or discuss a problem.* A player shall not cross the net during play to point out a mark or discuss a problem. A player who does shall be penalized under the ITA Point Penalty System.
  11. *Touches, invasion of opponent’s court, reaching over the net, double bounces and ball striking permanent fixture.* Calls involving a ball touching a player, a player touching the net, a player touching

the opponent's court, hitting an opponent's return before it has passed the net and a double bounce must be called by the player committing the infraction. A shot striking a permanent fixture shall be called out by the player(s) toward whom the shot is aimed. An official in direct observation of the court should make these calls immediately. (Revised August 2018)

12. *Service Lets.* In all divisions, there are no service lets. If the serve hits the net and goes into the proper service box, the ball is in play. (Revised August 2022)
13. *Lets.* The Chair Umpire or the Roving Umpire may call a let for a ball that is endangering a player or interruption of play.
14. *Only a coach or player may request an Official on court.* In a match, a coach or player may request assistance from an Official if one is available. In any match, when there is a question of law in dispute, the coach or player may request the Referee. In either scenario, the match shall not be suspended for more than five minutes while an Official or the Referee is located.
15. *Foot faults.* A player shall not call a foot fault on an opponent. All foot faults must be called by an Official.
16. *Server shall call score before each point.* The server shall call the score before each point except when there is a Chair Umpire or scorekeeper assigned to the match.
17. *Settling disagreements over the score.* If a disagreement over the score occurs, the methods for settling the dispute in order of preference are:
  - a. Count all points and games agreed upon by the players, with only the disputed points or games being replayed;
  - b. Resume play from a score mutually agreeable to the players;
  - c. Use a coin flip.
18. *Hindrance-loud outburst following a perceived winning shot.* A Chair Umpire or Roving Umpire (only if standing at the net post) should immediately call a "hindrance – loss of point" when a player(s) makes a loud noise following a perceived winning shot that the opponent(s) has a play on.

#### **I. Service and Service Returns**

1. *No more than 25 seconds between points.* Both the server and receiver must be ready to begin the next point within 25 seconds of when the ball went out of play. Each player has the right to the full 25 seconds to prepare for the next point. (Revised August 2018)
2. *Feinting, changing position and intentional distraction.* A player may feint with the body while the ball is in play. A player may change

position at any time, including while the server is tossing the ball. Any movement or sound that is made solely to distract an opponent, including, but not limited to, waving the arms or racquet or stamping the feet, is not allowed.

3. *The receiver's partner shall not enter receiver's service box before or during the serve.* If a player does so, the player shall be warned that if it happens again it is subject to being penalized under the ITA Point Penalty System.
4. *Receiver who corrects a fault call to good loses the point.* If the receiver calls a fault and then changes the call to good, the receiver loses the point. (Revised August 2022)
5. *If a receiver is ready, then the receiver's partner is deemed ready.* If the receiver has indicated readiness and the server then serves, the receiver's partner cannot claim a let because of unreadiness. The receiver's indication of being ready signifies that the team is ready.
6. *No-Ad scoring.* When using no-ad scoring, the receiver may not change their side choice on a deciding point if the point is replayed for any reason. (Adopted August 2019)

#### **J. Overrules** (Adopted August 2020)

1. *Overrule must be immediate.* It is the responsibility of the player to make an initial line call. An official in direct observation of a court shall immediately overrule a player's erroneous "out" call. The official shall overrule the call only if absolutely certain the call was erroneous. A player shall not directly verbally appeal an opponent's call to an official except in the case of a first serve fault that is played by the receiver. A player who excessively questions an official about an opponent's line calls may be penalized under the ITA Point Penalty System.
2. *First serve.* The server (or server's partner in doubles) may make a spontaneous reaction to a returned first serve and then immediately stop play and verbally appeal to an official in direct observation of the court if the serve was out. If the official confirms the serve is in, the server loses the point. If the official determines the serve is a fault, the server shall play a second serve and the receiver shall not be penalized with an overrule. (Revised August 2022)
3. *Penalties for being overruled.*
  - a. *One-set matches.* A player/team who has been overruled more than once shall be penalized under the ITA Point Penalty System. If an official has overruled a player or doubles team once, the official shall penalize each subsequent overrule under the ITA Point Penalty System. (Adopted August 2022)

b. *Two- and three-set matches.* A player/team who has been overruled more than twice shall be penalized under the ITA Point Penalty System. If an official has overruled a player or doubles team twice, the official shall penalize each subsequent overrule under the ITA Point Penalty System. (Revised August 2022)

4. *Procedure with additional officials on court.* When a match has a far side linesperson or other on-court officials in addition to a chair umpire, and those additional line umpires are not making calls directly, the Chair Umpire may consult the far side linesperson or other on court official before confirming or overruling the call.
5. *Coach may overrule own player.* A coach may overrule a call made by his or her own player if either of the following conditions are met:
  - a. There is no official present.
  - b. There is an official present but the official chooses not to overrule the player.

Any such overrule by the coach shall not count toward the player or team's number of overrules by an official. (Adopted August 2021)

#### **K. Inclement Weather & Extreme Heat**

Collegiate tennis is an outdoor sport. All ITA sanctioned tournament matches shall be played outdoors unless weather or court conditions threaten the health and safety of student athletes or if contracted otherwise.

1. *Tournament Director, Referee and/or Games Committee determine if matches will be moved indoors.* The Tournament Director, Referee and/or Games Committee will decide if matches shall be played indoors based on current and forecasted weather conditions.
2. *Matches moved indoors stay indoors.* If matches are moved indoors due to inclement weather or darkness, they shall stay indoors until completion.
3. *Extreme Heat.* If the temperature is 90° or higher according to [www.weather.com](http://www.weather.com) at the start of the match, the players shall be offered a 10-minute rest period between the second and third sets. This rest period does not apply to matches playing a 10-point tie break in lieu of a third set. The heat rule shall be reevaluated upon the resumption of a suspended match. (Revised August 2020)

#### **L. Timeouts, Bathroom Visits and Equipment Adjustment**

1. *Medical timeout.* The USTA regulation on medical timeouts applies with the following exceptions (these ITA Medical and Bleeding Timeout procedures are also summarized in the back of the book in ITA Table 6 – Medical and Bleeding Timeouts):



- a. *Treatment on changeover or set break.* In all divisions, a player may be treated on any changeover or set break. This treatment is not considered a medical timeout. Direct treatment by a trainer at any other time is only allowed if a medical timeout is being taken. (Revised August 2022)
- b. *Bleeding timeouts.* In all divisions, bleeding timeouts follow the USTA Regulation for bleeding timeouts with the exception that players may utilize the ITA PPS should the player begin bleeding from the same area again later in the match. The PPS may not be utilized immediately following a Bleeding Timeout. A Medical Timeout shall NOT be taken to deal with bleeding. A player who receives treatment for bleeding solely within a changeover or set break shall not be charged with a Bleeding Timeout. (Revised August 2020)
- c. *Medical timeouts – all divisions.* In all divisions, a player may have only one medical timeout. (An MTO taken during warm-up in individual tournaments counts as the player's one MTO for the match.) A player who needs an additional medical timeout shall be retired. Once the trainer starts talking to the player or touches the player, the trainer has a maximum of five minutes for diagnosis and treatment. The maximum amount of time for treatment shall be three minutes. (Revised August 2022)

If a Men's Division I player takes a medical timeout, the player shall be assessed one point. This assessed point is not part of the Point Penalty System.

- d. *Concussion Timeouts.*
  - i. *Concussions.* A concussion is a brain injury that is most commonly caused by a blow to the head or trunk, or by the head or body forcefully impacting the ground. Concussions most commonly occur without loss of consciousness. Typically, there are subtle indications that a concussion has occurred, such as the student-athlete shaking his head, stumbling, or appearing dazed or stunned.

The following behaviors may be exhibited by a player with a suspected concussion:

    - Appears dazed or stunned.
    - Appears confused or incoherent.
    - Shakes head.
    - Stumbles; has to be physically supported by teammates.

- Moves clumsily or awkwardly.
- Shows behavior or personality changes.
- ii. If a possible concussion is suspected:
  1. Evaluation. Immediately call a concussion timeout. Have the player evaluated immediately by an appropriate health care professional. An official, coach, teammate or other non-medical personnel should not try to judge the severity of the injury.
  2. Time allowed. Once the trainer begins talking to the player, the trainer has a maximum of 15 minutes to definitively eliminate the possibility of a concussion. If a concussion cannot be definitively eliminated within 15 minutes, the player shall be retired.
- iii. *Separate from a medical timeout.* Concussion evaluation is separate from a medical timeout. A player shall not be charged with a medical timeout if evaluated for a concussion. Likewise, a Men's Division I player shall not be assessed a point penalty for being evaluated for a concussion.

(Adopted August 2022)

- e. *Coach may assist after obvious injury.* When an obvious injury occurs, a coach may assist and touch the player until the trainer arrives to diagnose and treat the injury.
  - f. *Trainer always available.* A trainer shall always be available to assist the player.
2. *Bathroom breaks.* In all divisions, a player must ask an Official to use the bathroom. The Official may refuse this request if the Official determines that the player is resorting to gamesmanship.
- a. *Division I & II.* (Revised January 2019)
    - i. *Bathroom break.* In Divisions I & II, players are allowed one bathroom break during a match. The bathroom break may only occur on a set break and may include up to three (3) minutes additional time for a total of up to five (5) minutes. The Referee will determine the additional time pre-match and notify head coaches during the pre-match meeting. There shall be no additional "travel time" added to the bathroom break.
    - ii. *Changeover and set break.* Players may use the bathroom during any 90 second changeover or two (2) minute set break with the permission of an official. Players will only

- have the specific increment of time for that bathroom visit — no additional time for travel shall be added.
- iii. *Other times.* If a player wishes to use the bathroom during any other time, this is treated as the player's one medical timeout (if the player has not already taken his or her medical time out). The time given for the medical timeout for bathroom usage shall match the total time given for the bathroom break (not to exceed 5 minutes). There shall be no additional "travel time" added to this medical time out.
  - iv. *Late return.* Late return from the bathroom for any of the above scenarios will result in time violation penalties until the player is ready to play. Time violations accrued from lateness when returning from a bathroom visit are separate from time violations accrued during play. (Adopted August 2019)
- b. *Division III, NAIA and JUCO.* In Division III, NAIA and JUCO a player may use the bathroom when they have a genuine need. Bathroom breaks should be taken on set breaks or changeovers. Breaks taken at other times should be limited to genuine emergencies. The Referee shall determine "reasonable time" for a bathroom break based upon proximity of toilets to the courts, not to exceed 15 minutes. Lateness past the predetermined "reasonable time" results in Time Violation penalties until the player is ready to play. Time violations accrued from lateness when returning from a bathroom visit are separate from time violations accrued during play. (Revised August 2019)
3. *Contact lenses.* Loss of a contact lens is considered an equipment timeout. The Official may give the player up to fifteen minutes to take care of the problem. This is not considered a medical timeout.
  4. *Foreign objects in the eye.* The Official may give a player who gets dust, an insect or a foreign object in the eye a three minute timeout to take care of the problem. This is not considered a medical timeout.
  5. *Refusal to give timeout when underlying purpose is gamesmanship.* The Referee or Official may refuse to give a player a timeout the player is otherwise entitled to receive if the Referee concludes that the player is clearly resorting to gamesmanship.
  6. *Player who defaults from consolation singles normally may not play doubles later that day.* A player who is defaulted or retires from the consolation singles due to injury or loss of conditioning may not play in the main draw doubles later the same day. The Games

committee may waive this rule if a doctor or on-site official trainer confers with the player and provides written documentation of the injury or loss of condition.

### **M. ITA Point Penalty System, Defaults and Unintentional Time Violations**

1. *Unsportsmanlike conduct is punished under ITA Point Penalty System.* Ethical and sportsmanlike conduct of players must be observed at all times. Inappropriate conduct includes but is not limited to:
  - a. Visible or audible obscenity or profanity;
  - b. Racquet abuse;
  - c. Ball abuse;
  - d. Verbal or physical abuse of an Official or player;
  - e. Delay after a medical timeout, treatment at a changeover, being directed to resume play or a time violation;
  - f. *Unsportsmanlike conduct.* A player who engages in such conduct commits a code violation and is subject to being penalized under the ITA Point Penalty System.
    - i. Being overruled more than allowed according to ITA Regulation I.I.3; and
    - ii. Spitting at or in the direction of an opponent or an Official will be a code violation and possible default. Spitting on the court will be cautioned. The player will be asked to spit off the court or through the fence. If the player continues to spit on the court, it will be a code violation.
2. *Referee may advise players and coaches about the ITA Point Penalty System.* The Referee may issue a general explanation to players and coaches before the match about the ITA Point Penalty System. The Referee may define appropriate court behavior and enumerate specific types of conduct violations and unsportsmanlike conduct in general.
3. *Only Referee, Chair Umpire and Roving Umpires may assess code violations.* Only the Referee, Chair Umpire and Roving Umpires may implement the ITA Point Penalty System, unless both coaches agree otherwise. In a non-Division I match if there is no Official, both coaches must confer and agree before assessing a code violation, unless coaches are coding their own player(s).
4. *Coach assessed penalty.* Coaches may assess a point penalty or default at any time against their own player/team for any inappropriate conduct if either of the following conditions are met:
  - a. There is no official present.
  - b. There is an official present but the official chooses not to penalize the player.



Any such point assessed by the coach shall not be part of the ITA Point Penalty System for that match. (Revised August 2021)

5. *ITA Point Penalty System.* The ITA Point Penalty System, consists of the following:

- a. Point Penalty
- b. Game Penalty
- c. Default

The “Warning” is **not** a part of the ITA Point Penalty System. If the conduct warrants it, the Referee is authorized to default a player/ doubles team without having first given lesser penalties under the ITA PPS. Conduct worthy of an immediate default includes but is not limited to:

- Verbal or visual profanity that is hostile or severe in nature and directed toward an opponent, coach, official, or spectator.
- Ethnic, Religious, Racial, or Homophobic Slurs.
- Physical contact with an opponent, opposing coach, spectator or official
- If a ball is struck in anger or a racquet is thrown in anger, and the object strikes an individual (e.g. opponent, opposing coach, spectator or official)

(Revised August 2020)

6. *Issuing a Code Violation.* When issuing a Code Violation, the Official must do so before there has been an intervening point and must have directly observed or heard the violation.

7. *Default.* The designated Referee has the sole power to default players during ITA sanctioned tournaments. Coaches shall have the opportunity to offer an explanation of the situation to the designated Referee.

A Chair Umpire or Roving Umpire may give point and game penalties. The Chair Umpire or Roving Umpire shall inform the Referee so that the Referee can stand by in case a default must be given. (Revised August 2018)

8. *Referee imposed penalties.* Only the Referee may impose the following:

- a. Default of a player
- b. Ejection of a player or team personnel
- c. Carryover Code Violation Penalties

**Note:** Any official may assess a Post-Match Code Violation. The Referee must be notified of any Carryover Code Violations and the Referee will determine when and where to implement the penalty. The Referee may delegate the implementation of point

or game Carryover Code Violations to another official. Only the Referee may implement a Default Carryover Code Violation.

- d. Off court violations of the Coach's Code of Conduct
- e. Ejection of a coach
- f. Ejection of a Designated Player Assistant

(Revised August 2020)

9. *In doubles, code violations are assessed against the team.* In doubles, the players are penalized as a team and not as individual players.

10. *ITA Carryover Rules.* The following ITA carryover rules shall be used in national and sanctioned singles and doubles tournaments:

- a. *Penalties assessed during a match do not carry over to next match.* The ITA Point Penalty System is cumulative throughout any individual singles or doubles match, but is also self-contained. All penalties assessed during a match will be erased at the end of the match. The next match (whether singles or doubles) will start with a "clean slate."
- b. *Carry-over of code violations occurring after a match is over to player's next match.* If a player commits a code violation after the singles match is over, the penalty shall be assessed:
  - i. At the start of the player's next singles match (consolation or main draw); but
  - ii. If the player has been eliminated from all singles competitions, then the penalty will be assessed at the start of the player's next doubles match.

If a player commits a code violation after the doubles match is over, the penalty shall be assessed:

- iii. At the start of the next doubles match (consolation or main draw); but
  - iv. If the player has been eliminated from the doubles competition, the penalty will be assessed at the start of the next singles match. (Note that in this case the penalty will be assessed against only the player who committed the violation and not against both team members.)
- c. *Doubles partners are treated as a team.* For the purpose of imposing carryover penalties after a doubles match, the two doubles players remain a team until one or both of them have left the court.
  - d. *Carryover penalties are not part of progressive schedule of penalties for next match.* When a penalty is assessed under the carryover provision, that penalty does not count as part of the progressive schedule of penalties for that match.

For example, Player A, who has just lost, commits a code violation after the singles match. Player A is entitled to play in the singles consolation so the penalty will be assessed at the start of the consolation match. Player A then commits a code violation during the consolation match. The player is assessed a point penalty for that violation.

- e. *Multiple Offenses.* The Point Penalty System is in effect for carryover purposes. If more than one violation occurs following a player's participation, that player may be subject to a game penalty or default to be applied under the carry over provisions.
  - f. *Loss of toss.* All carryover code violations resulting in a point or game penalty also include loss of toss.
  - g. *Singles player who is defaulted may normally play doubles.* A player who is defaulted in singles may play doubles, except when the Referee (or the Referee in consultation with the Tournament Committee in the case of an ITA national or sanctioned event) determine that extraordinary and extreme circumstances (see ITA Regulation II.M.12.) exist which require that the player be barred from playing doubles.
  - h. *Doubles player who is defaulted may normally play singles.* A member of a doubles team that is defaulted may play singles, except when the Referee (or the Referee in consultation with the Tournament Committee in the case of an ITA national or sanctioned event) determine that extraordinary and extreme circumstances (see ITA Regulation II.M.12.) exist which require that the player be barred from playing singles.
11. *Penalties for overrules.* If any Official has overruled a player or doubles team multiple times in accordance with ITA Regulation I.I.3., the Official shall penalize each appropriate subsequent overrule under the ITA Point Penalty System. Overrules are match specific and do not transfer to their next match (e.g., if a player is overruled three times in doubles, the player starts over with a clean slate in singles). The failure to have a first serve fault appeal upheld is not treated as an overrule. (Revised August 2022)
- Coaches may overrule their own player in accordance with ITA Regulation II.J.7. (Revised August 2021)
12. *Physical contact prohibited.* All physical contact between opposing players, opposing coaches, a player and a coach, a player and an Official or a coach and an Official is strictly prohibited. The Referee (or the Referee in consultation with the Tournament Committee in the case of ITA national and sanctioned events) shall immediately default any player who initiates contact.

- a. *Singles player is barred from playing doubles.* If the offense takes place in singles and the offending player is playing doubles, the player shall be barred from doubles. Any carryover penalties that were assessed shall be applied (including a carryover default penalty).
  - b. *Doubles player is barred from playing singles.* If the offense takes place during or immediately following doubles, the offending player shall be barred from playing singles. Any carryover penalties that were assessed shall be applied (including a carryover default penalty). If the offending player is not playing singles, the player shall be barred from playing doubles in the next individual tournament.
  - c. *Physical contact reporting.* All of the above instances of physical contact shall be reported to the ITA Officiating Department by the Referee immediately following the match utilizing the "Post-Match Code Violation" form, which can be found on the ITA website. ITA Staff shall review all reported incidents. (Adopted August 2018)
13. *Time violations.* Time violations occur when a player takes more than 25 seconds between points, takes more than 90 seconds on change overs or takes more than 120 seconds on a set break. A warning shall be given for the first violation. Subsequent delays shall be penalized by a point loss for each violation, with no accumulation. These violations are not part of the ITA Point Penalty system. Time violations accrued from lateness when returning from a bathroom visit are separate from time violations accrued during play. (Revised August 2019)
14. *Loud grunting or outbursts.*
- a. *Player outbursts – adjacent courts.* Following a complaint from any player on an adjacent court, an official who hears a verbal outburst or grunting that is loud enough to disrupt play shall caution the offending player that subsequent outbursts shall be penalized under the ITA Point Penalty System.
  - b. *Player grunting – same court.* Following a complaint from any player on the same court, an official who hears grunting that is loud enough to disrupt play shall call a deliberate hindrance on the offending player (causing the offending player to lose the point in play).
  - c. *Player outbursts – foreign language.* If a loud outburst is in a language that the official does not understand, the official shall caution the player that further foreign language



outbursts that are not understood by the official will be penalized as unsportsmanlike conduct under the ITA Point Penalty System.

15. *Referee at ITA national and sanctioned events may disqualify a player after consultation with the Tournament Committee.* The Referee of ITA national and sanctioned events may disqualify a player after consultation with the Tournament Committee. The Referee is always a member of the Tournament Committee at all ITA national and sanctioned events.
16. *Referee shall report defaults to the ITA.* All defaults for misconduct must be reported by the Referee to the ITA Officiating Department utilizing the "Default of a Player" form, which can be found on the ITA website, within 24 hours for review and possible disciplinary action by the ITA Ethics Committee. (Revised August 2018)
17. *Player or coach ejected from tournament.* A player or coach ejected from a match must leave the tennis venue and is barred from coaching for the remainder of that day of the individual competition. and not be in an area where they are visible or in viewing distance. All ejections must be reported by the Referee to the ITA Officiating Department utilizing the "Ejection of a Player or Coach" form, which can be found on the ITA website, within 24 hours for review and possible disciplinary action by the ITA Ethics Committee. (Revised August 2018)

## **N. Coaching**

1. *When coaching is allowed.* A coach may coach a player any time during the match so long as the coach does not interfere with play.
2. *Penalties when coach interferes with play.* Coaches shall not interfere with play, which includes making officiating calls, including but not limited to, foot faults, "out" calls and lets. However, coaches do still have the ability to overrule their own player. If a coach interferes in the play of a point, the coach's player/team shall lose that point for Coach's Interference. A Coach's Code of Conduct penalty may also be assessed by an official if the interference is determined to be egregious. (Revised August 2022)
3. *Who may coach.* Coaching is permitted by the head coach and two designated coaches. Designated coaches may be an associate head coach, assistant coach (graduate and student assistants fall in this category) or volunteer coach. Associate, assistant or volunteer coaches must be on the institutional coaching list for that program. No more than three coaches may coach at any one time during the tournament. Designated Player Assistants (see ITA

Regulation II.P.2.) are counted in this number. Note: In the absence of a head coach, an assistant coach may be designated as the acting head coach by the institution. (Revised August 2020)

4. *Where coaches may coach.* Coaches are allowed to coach between points and on any breaks of play. Coaches may coach from anywhere on their team's end of the court, including from outside the fence perimeter. Coaches may coach within the lines of the court so long as play is not delayed. A coach may change courts when the movement will not interrupt or delay play. Delaying play while coaching shall result in a Time Violation.

During the point, the coach's position and movement shall be limited so as to not distract the players. Coaches may:

- a. sit on either player bench or stand at a net post;
- b. stand on their team's side of the court between the net post and the service line;
- c. stand on an empty adjacent court on their team's side of the court, but no closer than the doubles sideline;
- d. stand on an empty adjacent court on the opposing team's side of the court no closer than the mid-court line.

(Revised August 2018)

5. *Conversations of coach with opposing player banned.* A coach shall not initiate a conversation with the opposing player or in any way get involved with an on-court problem, except at the request of the Chair Umpire tournament Referee, or the player or the coach of the player involved. At no time should a player initiate a conversation with an opposing coach. Violation of these provisions by the coach shall result in a Coach's Code of Conduct penalty. Violations by the player shall result in the application of the ITA Point Penalty System.
6. *On court problems.* If a coach needs to be consulted due to a problem on the court, it is desirable for the opposing coach to be present.
7. *Control of bench players and team personnel.* Coaches are expected to control the behavior of their players and team personnel at all times. Coaches shall ensure the guidelines for player behavior as outlined in ITA Regulation I.O.2. are followed by bench players and team personnel at all times. Inappropriate behavior will be penalized following the Bench Player Harassment Penalty System (ITA Regulation I.O.1.f.). (Adopted August 2022)
8. *No cheerleading.* Coaches shall not cheerlead. A simple "good shot" or a polite clap is not considered cheerleading.

9. *Electronic communication devices.* Only coaches may use electronic communication devices such as cell phones, smart phones, tablets, etc. for texting and data purposes. Speaking, listening or using any voice-activated features on these devices is not permitted. The use of tablets, video replay or Player Analysis Technology shall not be used during a match for coaching purposes. Players are not allowed to use electronic communication devices at any time. It is permissible for players to wear smartwatches (e.g. Apple Watch, Fitbit, etc.) due to the health and wellness benefits of those devices; HOWEVER, should an official or Referee observe that a smartwatch is being utilized as an electronic communication device, the Official shall notify the player and coach and the smartwatch shall be removed and stored out of sight of the player. (Revised August 2019)

## **O. Coach's Code of Conduct Penalty System**

(Adopted August 2018)

The conduct of all coaches (including the Head Coach, the Assistant Coach or the Volunteer Coach) before, during and after any individual competition must be exemplary. Any deviation from this standard shall result in the implementation of the Coach's Code of Conduct Penalty System which assesses the following penalties against the specific coach who commits the offending conduct:

1. *First Violation of the Coach's Code of Conduct.* A point penalty against the coach's player on the court where the offending conduct occurred.
  - a. If the offending conduct occurs off court, then the point penalty shall be assessed by the Referee immediately on the match furthest in progress. (Revised August 2019)
  - b. If the offending conduct occurs between individual matches, then the point penalty shall be assessed by the Referee to the next match scheduled to be played (it could possibly be assessed on the next date of competition if there are no remaining matches that day). (Revised August 2019)
  - c. If the Referee assesses the point penalty, there shall be no appeal. If an Official assesses the penalty, the coach may appeal to the Referee whose decision is final.
2. *Second Violation of the Coach's Code of Conduct.* If the coach's improper conduct continues following the point penalty (either as a continuing act that did not stop upon receiving the point penalty or as the result of some new offending conduct by the coach later in the individual competition), only the Referee may eject the offending coach immediately from the individual competition

and that coach is barred from coaching for the remainder of that day of the individual competition. The coach shall also be referred to the Games Committee/Tournament Committee of that individual competition for any further disciplinary action that the Games Committee/Tournament Committee deems necessary and appropriate. A second point penalty shall not be assessed in conjunction with the ejection of the coach.

Any offending coach that is ejected by the Referee must immediately (within one minute of being informed of the ejection by the Referee) leave playing area. The coach may not remain in view of the playing area. If the coach does not leave the playing area, the Referee may declare a default of all of the coach's players or teams whose matches are still in progress or are yet to be played for that day of competition. (Revised August 2019)

3. *Reporting ejection.* If the Referee ejects any coach during any day of an individual competition, then the Referee must inform the ITA utilizing the "Ejection of a Player or Coach" form, which can be found on the ITA website, within 24 hours of the conclusion of the individual match for review and possible disciplinary action by the ITA Ethics Committee.
4. *Examples of improper conduct.* If any of the following conduct occurs, the offending coach should be issued a Coach's Code of Conduct penalty using the procedures described above. The following examples are provided as guidance for Coaches and Officials in determining what is unacceptable conduct by a Coach:
  - a. A Coach may not use any profanity or any obscenity while addressing an Official.
  - b. A Coach may not threaten, intimidate or harass an Official.
  - c. A Coach may not allude to an Official's pay in any manner while discussing the conduct of the Official during a dual match.
  - d. A Coach may not comment on an Official's physical condition or mental competency.

Nothing in these examples prevents a Coach from disagreeing with an Official's decision or ruling on a question of fact or law provided the Coach remains professional in all communications with the Official. Even professional communication with an Official may result in a Coach's Code of Conduct penalty if the Coach's communication is unduly prolonged and affects play.



## P. Restrictions on Players and Spectators

### 1. *Bench Player Behavior.*

- a. *Sportsmanship.* Team members must exhibit exemplary sportsmanship throughout the team event.
- b. *Cheering.* All cheering must be positive and directed at their own team members. There cannot be any remarks made to or about opposing team members. Student-athletes and all team personnel (managers, stringers, strength coaches, trainers, etc.) are prohibited from making any noise during a point and shall refrain from making any direct or indirect comments to opposing players. This includes any noise or comments between first and second serves.
- c. *Harassment.* Heckling, harassment, personal attacks or any negative comments aimed at the officiating crew or the opposition (including but not limited to team members, coaches and their fans) by student-athletes and/or team personnel will not be permitted.
- d. *Interference.* Bench players and team personnel are prohibited from making officiating calls, including but not limited to, foot faults, line calls and lets. If this occurs, a Bench Player Harassment Penalty should be applied once the point has ended.
- e. *Responsibility of control.* Control of bench players and team personnel behavior is the responsibility of the team's coaching staff. Regardless of the coach's actions, if bench players or team personnel violate the behavior expectations, the Bench Player Harassment Penalty System (ITA Regulation I.O.2.f.) shall be applied appropriately by the officiating crew.
- f. *Bench Player Harassment Penalty System:*
  - i. First offense: Official bench warning by Chair Umpire or Referee and notification to the head coach of the offending team.
  - ii. Second offense: Point penalty applied on the court at which the behavior was directed.

(Revised August 2022)

2. Designated Player Assistants (DPAs). Student athletes on an institution's roster who are not participating in the tournament or are done for the day in the draw (singles or doubles) in which they will be coaching may be designated to assist teammates playing matches.

- a. All DPAs must be listed on the institution's player roster for that specific program. DPAs may not exceed three at any time during the tournament.
- c. DPAs must adhere to the parameters outlined in ITA Regulation II.N.
  - i. A point penalty may be assessed by any official if the DPA interferes with the match at any time or violates any of the parameters outlined in ITA Regulation II.N. If a point penalty is assessed, the DPA shall be immediately dismissed as a DPA and shall be treated as a bench player for the duration of the event. If the Referee assesses the point penalty, there shall be no appeal. If an Official assesses the penalty, the player or coach may appeal to the Referee whose decision is final. This player may not be designated as a DPA for the remainder of the tournament. No additional student athletes may become a DPA for the remainder of that day of the tournament. This player is still eligible to compete in the tournament if still in any draw.
  - ii. Dependent upon the nature of the behavior, the DPA may also be ejected from the tournament if the behavior is egregious. See ITA Regulation II.P.1.b. for examples of behavior that would prompt ejection. This list is not exhaustive. Only the Referee may eject a DPA, and a point penalty shall still be assessed against the match where the behavior occurred. This player is not eligible to participate in the remainder of the tournament if still in any draw.

(Adopted August 2020)

- 3. *Spectator Behavior.* Spectators are to behave with model sportsmanship consistent with the spirit and history of the sport of tennis. Spectators are NOT allowed to use vulgarity, profanity or make abusive comments toward players and coaches. Spectators are allowed to cheer for their team and for points well-played, however noise that is intended to abuse or distract opponents is not allowed. Artificial noisemakers shall not be used during play. Examples of artificial noisemakers include musical instruments, thundersticks, megaphones, air horns or anything that amplifies sound. It is understood that crowd noise from one court will often occur during play on another court and is part of the dual match environment. Crowd control is the responsibility of the

host institution. Officials should first appeal to the host game management for appropriate action when deemed necessary. In the case of no host game management staff, the head coaches are responsible for addressing behavior of their respective fans. An announcement outlining appropriate fan behavior will be made prior to every match (or a policy must be posted or printed and provided to all entering fans). Alumni, former student-athletes and members of the opposite gender team are considered to be spectators and shall remain in spectator areas from the start of the warm-ups to the completion of the last match. The head coach, institutional administrator, event management personnel and officials will be responsible for enforcing penalties when violations of the above policy occur. This penalty system shall be referred to as the Crowd Harassment Penalty System. (Revised August 2020)

- a. Penalty for Violating Policy.
  - i. First offense: Warning from event management staff.
  - ii. Second offense: Point penalty and removal from facility.

## **Q. Equipment and Attire**

### **1. Tennis Balls**

- a. *Ball usage.*
  - i. *Division I.* In Division I tournaments, three new yellow tennis balls, USTA/ITF-approved, shall be used for each doubles set as well as for each set in all singles matches. No new balls shall be given when playing a 10-point match tiebreak in lieu of a third set. (Revised August 2022)
  - ii. *Division II, III, NAIA & JUCO.* In all other Divisions, a minimum of three new yellow tennis balls, USTA/ITF-approved, shall be provided for each match. The balls shall be changed at the end of the second set. No new balls shall be given when playing a 10-point match tiebreak in lieu of a third set. In Division III and JUCO, it is recommended that four new balls are used in 8-game doubles pro sets. (Revised August 2022)
  - iii. *All Divisions.* Should low tennis ball inventories created by current supply chain issues require the need to modify the ball usage rules stated above, both coaches must agree to those modifications prior to the start of the match. (Adopted August 2022)

- b. *Wilson balls required for ITA Regional, National and all ITA Sanctioned Events.* The Official Tennis Ball of the ITA is the Wilson US Open Extra Duty tennis ball for sea level play and the Wilson US Open High Altitude tennis ball for high altitude play. It shall be used for all ITA Regional and National Championships as well as all ITA sanctioned tournaments.
  - c. *Tennis ball shortage.* Due to current difficulties surrounding the availability of tennis balls, the ITA Rules Committee recommends reaching out to your opponents prior to the start of the ITA individual sanctioned tournament season to confirm the brand and type of tennis ball to be used during competition. Visiting teams with larger inventories of extra duty tennis balls are encouraged to aid home teams with low inventories of extra duty balls (or high altitude balls in high altitude locations). Should current circumstances require the use of a different brand or type (regular duty, etc.) of tennis ball at your ITA sanctioned tournament, that ball must be USTA/ITF approved and ample notice should be provided to the visiting institution(s) (minimum of 1 week). (Adopted August 2022)
  - d. *Replacement of lost or damaged balls.* The Official shall decide when to replace a lost or damaged ball. If an Official is not available, then both coaches must agree on this decision. Lost or damaged balls shall be replaced with used balls of comparable wear except when a ball is lost or damaged within two games of when new balls were introduced. In this case, a new ball shall be inserted.
  - e. *High altitude balls.* High altitude play is defined as play at 4000 ft above sea level and above. Tournaments shall utilize a ball designed for high altitude play for matches at this altitude and above. Wilson High Altitude Balls are strongly recommended for play at high altitude for ITA sanctioned play.
2. Tennis Attire
- a. Whenever possible, all ITA competitors should wear their official team uniform during competition, warm-up and the awards ceremonies. If official uniforms are not available, wearing apparel with school emblems or initials is recommended.
  - b. College players' use of all athletic equipment and clothing from a manufacturer or commercial enterprise shall adhere strictly to NCAA rules.



## **R. Officials**

1. *Home coach is responsible for providing Officials.* The home coach shall have available qualified persons to serve as Officials. In order for an Official to be considered "qualified," the Official must hold a current ITA certification. To avoid a possible conflict of interest, a student or employee of the college/university should not officiate school matches. Further, all ITA Officials should not officiate any match where they have a conflict of interest (e.g., familial relationship with students, coaches or team personnel).
2. *Officials must possess a current ITA Certification.* The home coach must ensure that all Officials hold a current ITA Certification in order for the match to be considered for ITA Rankings. The Officials' names, along with their ITA Membership Number, shall be on file with the Tournament Director and Referee. Failure to use certified Officials will result in a \$500 fine issued to the host institution.
3. *Requests for Officials.* A coach or player may request assistance from an Official if one is available. In any match, when there is a question of law in dispute, the coach or player may request the Referee. In either scenario, the match shall not be suspended for more than five minutes while the Official or Referee is located.
4. *Referee may serve as Chair Umpire.* If no one else is available, the Referee may serve as Chair Umpire. The Referee continues to serve as Referee to the best of one's ability.
5. *Uniforms.* Officials shall wear the ITA National Uniform for all ITA Sanctioned tournaments. The ITA uniform shall not be worn at non-collegiate events. (Adopted August 2018)
6. *Referee Reporting.* All player defaults, instances of physical contact, player and coach ejections and post match code violations in ITA Sanctioned tournaments must be reported in writing to the ITA Officials Department using the appropriate forms, which can be found on the ITA website, within 24 hours of the incident.

## **S. Trainer**

1. *Host school shall provide a certified athletic trainer (ATC).* The host school shall provide the services of a certified athletic trainer, preferably at the tournament site or at a training facility within a five-minute walk of the tournament site. If an ATC will not be available at any time during an ITA sanctioned tournament, the participating coaches shall be notified in advance. Failure to follow these guidelines shall be reported to the ITA Office. (Revised August 2020)

2. *Referee has discretion to determine time allowed to locate trainer.* The Referee shall use discretion in determining the time allotted to locate a trainer if one cannot be found or is not available within five minutes of the injury.

## **T. Post-Match Considerations**

1. *Complaints and Grievances against Officials.* The appropriate reports below must be used for a complaint against an Official. Any complaint occurring at a National Championship should also be sent to the appropriate national governing body.

- a. *Grievance Against an Official.* If a coach feels that a decision by an Official or the Referee was incorrect and directly affected the result of an ITA sanctioned tournament match, the coach should file a written protest utilizing the "Grievance Against an Official" form, which can be found on the ITA website. Upon receipt of the form, ITA Staff will forward to the appropriate committee for review.

The "Grievance Against an Official" form shall only be used in instances where the decision directly affected the outcome of a match.

- b. *Report of an Official.* If a coach feels that an Official or Referee handled a situation incorrectly at an ITA sanctioned tournament, the coach should file a written protest utilizing the "Report of an Official" form, which can be found on the ITA website.

The "Report of an Official" form shall be used when the outcome of the match was not directly affected, however the coach feels the ITA rules were not implemented correctly.

- c. *Ethics Complaint Against an Official.* If a coach feels an Official or Referee displayed inappropriate conduct or behavior, on or off court, during an ITA sanctioned tournament, the coach should file a written protest utilizing the "Ethics Complaint Against an Official" form, which can be found on the ITA website.

(Revised August 2018)

## **U. Post-Match Interviews**

In all ITA National Championships the coaches and players shall make themselves available upon request for media interviews within 10 minutes of the completion of their matches. Failure to do so may result in disqualification and/or other ITA-assessed penalties.

## **V. Eligibility for Collegiate Competition**

Only players who are considered eligible for intercollegiate competition at the time of entry:

- By their school; their conference (if any); AND
- By their National governing body (e.g. NCAA or NAIA)

shall be eligible to participate in ITA sanctioned events and regional and national collegiate championships.

Junior players not yet matriculating at a college level and professional players not in school shall not compete in these intercollegiate events.

## **W. Video Review**

PlayFair technology is the only approved form of video review for sanctioned tournaments. If an institution has any courts with PlayFair technology, the sanctioned tournament may be played using video review on the courts with PlayFair technology. ITA video review policies and procedures shall be utilized for video review at sanctioned tournaments. If the tournament is to be played with PlayFair technology, the host institution/tournament director shall notify all participating teams at least two weeks (14 days) in advance. A minimum of one ITA certified Video Review Official shall be used per sanctioned tournament. The Video Review Official shall only handle video review and not other ITA officiating duties. (Adopted August 2019)

1. PlayFair Policies and Procedures
  - a. Players receive 3 challenges per set (includes pro sets and 10 point match tie breaks)
    - i. "Successful" challenges do not count against their total.
    - ii. The PlayFair system will track the challenges (successful, unsuccessful, and number remaining).
  - b. Players may utilize one of their challenges in the following scenarios:
    - i. A line call affirmed by official on court.
    - ii. An overrule by official on court.
  - c. Challenges MUST be timely. Players shall not use the review process to intentionally slow the pace of play.
  - d. If the review process is not timely (within 1.5 minutes), the original call stands. Play should resume immediately.
  - e. An official should deny a challenge on a ball that was clearly out.
  - f. Only an ITA Video Review Official can overturn a call after reviewing the video. Any video review resulting in the overrule of a player's call will count toward a player's overrule total.
  - g. Players & Coaches may NOT approach the kiosk or the video review official (players must remain within the lines of the

court during the entire review process; coaches must remain where they were coaching or return to their player's bench).

If, after being cautioned once about approaching the video review official/tablet/kiosk, a player or coach repeats, the official should consider the PPS or Coach's Code of Conduct to deter this conduct.

- h. Players & Coaches should not continue to dispute or discuss the call during the challenge process.
- i. To overturn the call, the Video Review Official must conclude that the video CLEARLY DEMONSTRATES that the challenged call was erroneous (i.e., the Video Review Official is 100% positive that the video shows the original line call or overrule was inaccurate).

It is expected that some video reviews will be inconclusive (particularly if the camera is not on the line); when reviews are inconclusive the call on the court stands.

- j. The review process should not become its own spectacle.
  - i. There should be no arguing or discussion. The review process should be conducted in the most discreet way possible so as to not interrupt other matches.
  - ii. The Video Review Official must make a decision quickly (i.e., the Video Review Official cannot replay the video 10 times to reach a decision).

### **III. FACILITIES AND EQUIPMENT**

#### **A. Varsity Quality Tennis Facility**

A varsity quality tennis facility is one used exclusively for tennis. The playing surface shall be of hard court construction, designed specifically for tennis and coated with a recognized tennis surface. The only lines on the playing surface shall be standard tennis court lines, including USTA approved 36' and 60' lines within the same color family as the interior court. A multi-purpose recreational facility is not acceptable.

1. *Outdoor facilities.* The playing surface shall extend to the back fence behind each baseline. Each back fence shall be located at least 18 feet behind the baseline of the court and should be at least eight feet high. To ensure proper ball visibility, there should be wind screens on the back fences behind the baselines. Spectator seating behind the court should not be provided where the movement of spectators would distract the players on court.

The distance between the doubles lines of adjacent courts shall be at least 10 feet, provided there is no fence or divider netting between the courts. Where they exist, walls and other fixed objects



shall be padded with shock absorbing material. The padding should extend from the court surface vertically for a minimum of seven feet.

2. *Indoor facilities.* The playing surface shall extend from the backdrop to the backdrop. Each backdrop shall be located at least 18 feet behind the baseline of the court. To ensure proper ball visibility, it is imperative to have adequate contrast between the backdrop, the rear of the court and the tennis ball. Therefore, solid backdrop curtains shall be provided at a reasonable height behind the court. Spectator seating behind the court should not be provided where the movement of spectators would distract the players on court.

The clear height of the finished ceiling shall be at least 18 feet above the court surface at the backdrop curtain, at least 21 feet at the court baselines, and at least 35 feet at the net line.

The distance between the doubles lines of adjacent courts shall be at least 10 feet, provided there is no divider netting between the adjacent courts. The minimum distance from the doubles sideline of a court to a divider net shall be nine feet.

Lighting for indoor tennis shall be glare free and provide visibility of the ball for players and spectators from the time it is tossed in the air by the server along every path it follows, as long as the ball is in play. The average maintained light intensity shall be 75 foot-candles within the Primary Playing Area (PPA), with individual light fixtures placed in locations as specified by USTA guidelines for indoor courts. The uniformity ratio (max./min.) of lighting levels within the PPA of the court shall be between 1.5 to 2.0. All fixtures shall be located outside the doubles sidelines of the tennis courts.

Where they exist, support columns and other fixed objects in the building shall be padded with shock absorbing material. Any fixed object within two feet of an opaque curtain should be padded. The padding should extend from the court surface vertically for a minimum of seven feet.

3. Please note that although facilities designed before Jan. 1, 2012, are not required to adhere to these guidelines, a best effort should be made to meet these guidelines. Any matches played at an indoor or outdoor facility not meeting these standards must be agreed to in writing by both coaches before the start of the match.

(Revised August 2021)

## **B. What The Host School MUST Provide**

The host school shall provide for each match:

1. Officials (Two Officials are required in Division I; Officials are highly recommended in all other divisions.)

2. Certified Athletic Trainer (ATC)
3. Singles sticks
4. Center net straps
5. Scoreboards or scorecards for each court
6. Team match scoreboard/display
7. Water
8. First aid supplies
9. Locker room facilities if requested for the visiting team for showers (visiting team is responsible for towels, supplies).

(Revised August 2018)

#### **IV. ITA SANCTIONED EVENTS**

##### **A. General**

###### **1. National and Regional Collegiate Championships**

National and regional collegiate championships are, by definition, only those tournaments exclusively organized and administered by the ITA, the NCAA, the NCAA Conferences, the NAIA the National Junior College Athletic Association (NJCAA) or the California Community College Athletic Association (CCCAA).

###### **2. ITA Regional Championships**

The ITA Regional Championships are administered by ITA throughout the country from September through October.

###### **3. ITA Sanctioned Events**

- a. A tournament must be sanctioned by the ITA in order for its results to count for ranking purposes.
- b. A tournament may be sanctioned on any USTA-approved court surface that is used exclusively for tennis.
- c. The Tournament Director is responsible for obtaining the ITA sanction and paying sanction fees.
- d. All ITA sanctioned events must use the official ball of the ITA (Wilson).
- e. It is the responsibility of the Tournament Director to enter match results into the ITA online Results Entry System in order for those results to be eligible for ITA rankings.

###### **4. ITA Tournament Policy—“Sunday Policy”**

Participants (team, singles player or doubles team) entered in an ITA national, regional or sanctioned tournament, will be expected to compete on all days of the event, including Saturday and Sunday. There will be no exceptions made for this rule.

##### **B. ITA Games Committee**

The Games Committee is comprised of the following individuals at any specific ITA national or sanctioned event:

1. Tournament Director
2. Tournament Chair
3. Head Referee
4. Staff on-site
5. Members of the ITA National Tournament Committee who are present at the event
6. Others designated by the Tournament Chair.

The primary function of the Games Committee is to oversee the running of the tournament event.

## **V. ITA NATIONAL AND REGIONAL CHAMPIONSHIPS**

### **A. Entry into and Withdrawal from ITA National Championships**

1. A player must not accept entry into the qualifying or main draw of an event if injured and not sure if the player can compete in this event except with the written approval of the ITA office. In this case, if approval is granted, the coach must notify the ITA office by phone, e-mail and/or fax no later than seven days before the start of the event, if the player is still injured and not fully recovered at that point.
2. Once a player (or doubles team) accepts an invitation into the qualifying or main draw of an event, the player cannot withdraw within seven\* days prior to the start of the draw in which that player is competing. All withdrawals within this time frame will be subject to any applicable entry fees. In addition, a withdrawal must be deemed 'excusable' by the ITA office in order to avoid penalty. Late withdrawals will only be excused for one of the following reasons:
  - a. Extreme academic circumstances beyond the player's control and attested to by the Dean's office (in this case the ITA office shall be notified in writing by the Dean's office within 24 hours).
  - b. Physical injury or sickness that occurs after the withdrawal deadline; any such medical withdrawal must be made with written documentation from a physician and the athletic department, which must be provided to the ITA office within 24 hours of injury.

\*For the pre-qualifying rounds of an ITA National Championship only, a player (or doubles team) cannot be withdrawn within 10 days of the start of the pre-qualifying event.
3. All inexcusable withdrawals will result in:
  - a. A letter of reprimand to the head coach with a copy sent to the school's Athletic Director; and
  - b. A fine to the head coach in the amount of \$500.

## **B. Entry into and Withdrawal from ITA**

### **Regional Championships**

1. A player must not accept entry into the qualifying or main draw of an event if injured and not sure if the player can compete in this event except with the written approval of the ITA Regional Committee. In this case, if approval is granted, the coach must notify the Region Chair and copy the ITA office by phone, e-mail and/or fax no later than seven days before the start of the main draw event, if the player is still injured and not fully recovered at that point.
2. Once a player (or doubles team) accepts an invitation into the qualifying or main draw of an event, the player cannot withdraw within seven days prior to the start of the draw in which that player is competing. All withdrawals within this time frame will be subject to any applicable entry fees, regardless of the reason for withdrawal.

## **VI. TOURNAMENT MANAGEMENT**

### **A. Meetings**

The host institution is responsible for making arrangements for and scheduling the following meetings, and for notifying the participants in an advance mailing. All meetings should include the chair of the ITA National Tournament Committee, the Tournament Director and the head Referee, whenever possible.

1. *ITA Coaches Meeting.* A mandatory ITA coaches meeting must be held on the eve of all ITA National Championship events to review the tournament format, procedures and any other pertinent information, as well as general ITA business. Attendance will be taken at this meeting and a \$50.00 (fifty dollar) fine payable to the ITA will be assessed to those institutions with no representative (either coach, assistant coach or other bona fide institution representative) present. Failure to comply with the fine will result in disqualification from participation at future ITA national events.
2. *Officials.* A meeting with the Officials should be scheduled to review procedures, scoring system, handling of appeals, etc.

## **VII. ITA OFFICIALS**

### **A. Requirements for Certification**

1. *Testing and training.* Every year, the ITA will announce the requirements for Official's training and certification for the following certification year. Every Official seeking to be certified for the following year must satisfy these requirements.
2. *Work record.* Each Official must work a minimum of five days/events per certification period. One dual match or one day at an individual



event counts as one work record. Work records will count toward the following year's certification. Work records shall be logged electronically by the individual official in the electronic database the ITA uses for officials. It is the individual Official's responsibility to ensure work records are entered by the time certifications are reviewed.

3. *Appeal process.* Appeal procedures are available through the ITA Officiating Department. Any Official has the opportunity to appeal their certification through this process.

## **B. Officials Code of Conduct**

It is understood that each and every Official of the ITA accepts and agrees to follow the ITA Code of Ethics.

ITA Officials shall:

- Be in good physical health. Officials should be able to perform all duties as expected of them without difficulty.
- Be properly certified prior to working any ITA match or assignment.
- Be professional and ethical. ITA Officials shall not abuse their position of authority and trust.
- Not engage in harassment toward any person involved in college tennis including but not limited to players, coaches, spectators or fellow officials.
- Not initiate contact with a player, either physically, verbally or electronically, beyond the duties required as an ITA Official chair or roving official.
- Wear the ITA Uniform at all ITA events. Uniform pieces acquired from sources other than the ITA approved uniform provider are prohibited unless otherwise designated by a conference or tournament.
- Be on time for all assignments.
- Not request specific assignments during an ITA tournament, dual match or event.
- Not accept an ITA assignment and then withdraw from that assignment for a different tennis officiating opportunity unless released by the Referee, Assignor, or Coordinator.
- Not consume alcoholic beverages or drugs while in uniform or at any time on site. Further, all ITA Officials must not be impaired by any substance, legal or otherwise, while performing their officiating duties.
- Not publicly criticize other ITA officials or comment about the performance of any ITA Official, including on any social media platform.
- Not bet or wager on the outcome of any college tennis match.

- Not be interviewed by or speak with the media unless prior approval from the Referee is given.
- Not comment about collegiate tennis matches, specifically or generally, on any form of social media.
- Address all concerns with institutional, conference or ITA rules, as well as concerns with colleagues or officials, through the proper channels, and never through the media, rumor or innuendo.

(Adopted August 2019)

## **VIII. COACHES CODE OF ETHICS**

It is understood that each and every coach member of the ITA accepts and agrees to follow the ITA Code of Ethics. ITA Coaches shall:

- Behave in such a way that they shall bring credit to their profession, and shall exhibit professionalism in all of their words and actions.
- Honor all professional relationships with their colleagues, and shall treat their colleagues with dignity and respect.
- Act in full accordance with institutional, conference and national governing body rules, and shall report any violation of governing body rules.
- Put the welfare of their student-athletes first while maintaining professional relationships with them, and encourage the student-athlete to exhibit good sportsmanship at all times.
- Remember that collegiate tennis players are student-athletes and not make demands upon them that are inconsistent with institutional, conference and national governing body rules, or in any way compromise the student-athletes' academic pursuits.
- Address all concerns with institutional, conference and national governing body rules, as well as all concerns with colleagues or umpires, through the proper channels, and never through the media or rumor or innuendo.
- Be honest and forthright during the recruiting process, and refrain from making negative or derogatory statements about another coach or institution.
- Refrain from employing unfair influence or otherwise taking advantage of individual or collective voting power (conference, region, etc.) or position to further team, conference, or regional representation.
- Treat all match umpires in a professional and respectable manner.

Failure to adhere to the ITA Code of Ethics may jeopardize the coach's standing within the ITA. Violations should be reported in writing to the ITA Ethics Committee.

(Adopted August 2019)

## PART 2 — THE CODE

### THE PLAYERS' GUIDE TO FAIR PLAY AND THE UNWRITTEN RULES OF TENNIS

The Code is not part of the ITA Rules of Tennis. Players shall follow The Code unless there is a specific ITA Rule on point or except to the extent to which an Official assumes some of their responsibilities. This edition of The Code is an adaptation of the original. The text found in this section was taken from the 2021 Friend At Court. Some changes may have been made to The Code following publication of this rulebook.

#### PREFACE

When a serve hits a player's partner who is stationed at the net, is it a let, fault, or loss of point? Likewise, what is the ruling when a serve, before touching the ground, hits an opponent who is standing back of the baseline? The answers to these questions are obvious to anyone who knows the fundamentals of tennis, but it is surprising the number of players who don't know these fundamentals. All players have a responsibility to be familiar with the basic rules and customs of tennis. Further, it can be distressing when a player makes a decision in accordance with a rule and the opponent protests with the remark: "Well, I never heard of that rule before!" Ignorance of the rules constitutes a delinquency on the part of a player and often spoils an otherwise good match.

What is written here constitutes the essentials of The Code, a summary of procedures and unwritten rules that custom and tradition dictate all players should follow. No system of rules will cover every specific problem or situation. If players of goodwill follow the principles of The Code, they should always be able to reach an agreement, while at the same time making tennis more fun and a better game for all. The principles set forth in The Code shall apply in cases not specifically covered by the ITA Rules of Tennis.

Before reading this, the following question may come to mind: Since there is a book that contains all the rules of tennis, is there a need for The Code? Isn't it sufficient to know and understand all the rules? There are a number of things not specifically set forth in the rules that are covered by custom and tradition only. For example, if there is doubt on a line call, the opponent gets the benefit of the doubt. This result cannot be found in the rules. Further, custom dictates the standard procedures that players will use in reaching decisions. These are the reasons a code is needed.

—Col. Nick Powel

## PRINCIPLES

1. *Courtesy is expected.* Tennis is a game that requires cooperation and courtesy.
2. *Points played in good faith are counted.* All points played in good faith stand. For example, if after losing a point, a player discovers that the net was four inches too high, the point stands. If a point is played from the wrong court, there is no replay. If during a point, a player realizes that a mistake was made at the beginning (for example, service from the wrong court), the player shall continue playing the point. Corrective action may be taken only after a point has been completed. Shaking hands at the end of a match is an acknowledgment by the players that the match is over.

## WARM-UP

3. *Warm-up is not practice.* A player should provide the opponent a warm-up of five to ten minutes. If a player declines to warm-up the opponent, the player forfeits the right to a warm-up, and the opponent may warm-up with another person. Some players confuse warm-up and practice. Each player should try to hit shots directly to the opponent. (If partners want to warm each other up while their opponents are warming up, they may do so.)
4. *Warm-up serves are taken before first serve of match.* A player should take all warm-up serves before the first serve of a match. A player who returns serves should return them at a moderate pace in a manner that does not disrupt the server.

## MAKING CALLS

5. *Player makes calls on own side of net.* A player calls all shots landing on, or aimed at, the player's side of the net.
6. *Opponent gets benefit of doubt.* A player should always give the opponent the benefit of any doubt. When a match is played without officials, the players are responsible for making decisions, particularly for line calls. There is a subtle difference between player decisions and those of an on-court official. An official impartially resolves a problem involving a call, whereas a player is guided by the principle that any doubt must be resolved in favor of an opponent. A player in attempting to be scrupulously honest on line calls frequently will keep a ball in play that might have been out or that the player discovers too late was out. Even so, the game is much better played this way.
7. *Ball touching any part of line is good.* If any part of a ball touches a line, the ball is good. A ball 99% out is still 100% good. A player shall not call a ball out unless the player clearly sees space between where the ball hits and a line.
8. *Ball that cannot be called out is good.* Any ball that cannot be called out is considered to be good. A player may not claim a let on the basis of not seeing a ball. One of tennis' more infuriating moments occurs after a long



hard rally when a player makes a clean placement and an opponent says: "I'm not sure if it was good or out. Let's play a let." Remember, it is each player's responsibility to call all balls landing on, or aimed at, the player's side of the net. If a ball cannot be called out with certainty, it is good. When a player says an opponent's shot was really out but offers to replay the point to give the opponent a break, it seems clear that the player actually doubted that the ball was out.

9. *Either partner may make calls in doubles.* Although either doubles partner may make a call, the call of a player looking down a line is more likely to be accurate than that of a player looking across a line.
10. *All points are treated same regardless of their importance.* All points in a match should be treated the same. There is no justification for considering a match point differently from a first point.
11. *Requesting opponent's help.* When an opponent's opinion is requested and the opponent gives a positive opinion, it must be accepted. If neither player has an opinion, the ball is considered good. Aid from an opponent is available only on a call that ends a point.
12. *Out calls reversed.* A player who calls a ball out shall reverse the call if the player becomes uncertain or realizes that the ball was good. The point goes to the opponent and is not replayed. However, when a receiver reverses a fault call on a serve that hit the net, the server is entitled to two serves.
13. *Player calls own shots out.* With the exception of the first serve, a player should call out the player's own shots if the player clearly sees the ball out regardless of whether requested to do so by an opponent. The prime objective in making calls is accuracy. All players should cooperate to attain this objective.
14. *Partners' disagreement on calls.* On any call, always give your opponents the call that most benefits them (Code 6). If one partner calls the ball out and the other partner sees the ball good, the ball is good. It is more important to give opponents the benefit of the doubt than to avoid possibly hurting a partner's feelings. The tactful way to achieve the desired result is to tell a partner quietly of the mistake and then let the partner concede the point. If a call is changed from out to good, the principles of Code 12 apply.
15. *Audible or visible calls.* No matter how obvious it is to a player that an opponent's ball is out, the opponent is entitled to a prompt audible or visible out call.
16. *Spectators never make calls.* A player shall not enlist the aid of a spectator in making a call. No spectator has a part in a match.
17. *Prompt calls eliminate two chance option.* A player shall make all calls promptly. A call shall be made either before the player's return shot has gone out of play or before an opponent has had an opportunity to play the return shot. Prompt calls will quickly eliminate the "two chances to win the

point” option that some players practice. To illustrate, a player is advancing to the net for an easy put away and sees a ball from an adjoining court rolling toward the court. The player continues to advance and hits the shot, only to have the supposed easy put away fly over the baseline. The player then claims a let. The claim is not valid because the player forfeited the right to call a let by choosing instead to play the ball. The player took a chance to win or lose and is not entitled to a second chance.

18. *Let called when ball rolls on court.* When a ball from another court enters the playing area, any player on the court affected may call a let as soon as the player becomes aware of the ball. The player loses the right to call a let if the player unreasonably delays in making the call.
19. *Touches, hitting ball before it crosses net, invasion of opponent’s court, double hits, and double bounces.* A player shall concede the point when:
  - A ball in play touches that player;
  - That player touches the net or opponent’s court while a ball is in play;
  - That player hits a ball before it crosses the net;
  - That player deliberately carries or double hits a ball; or
  - A ball bounces more than once in that player’s court.

The opponent is not entitled to make these calls. The principle of giving the opponent the benefit of any doubt applies.

20. *Balls hit through net or into ground.* A player makes the ruling on a ball that the player’s opponent hits:
  - Through the net; or
  - Into the ground before it goes over the net.
21. *Making calls on clay courts.* If any part of a ball mark touches a line on a clay court, the ball shall be called good. If only part of the mark on a court can be seen, this means that the missing part is on a line or tape. A player should take a careful second look at any point-ending placement that is close to a line on a clay court. Occasionally a ball will strike the tape, jump, and then leave a full mark behind the line. If a player hears the sound of a ball striking the tape and sees a clean spot on the tape near the mark, the player should give the point to the opponent. A player is not required to show an opponent the mark. The opponent shall not pass the net to inspect a mark.

## **SERVING**

22. *Server’s request for third ball.* When a server requests three balls, the receiver shall comply when the third ball is readily available. Distant balls shall be retrieved at the end of a game.
23. *Avoid foot faults.* Players should not foot fault because it violates the ITF Rules of Tennis. It is a foot fault when a foot just touches the line, even when the player does not follow the serve to the net.

24. *Calling foot faults.* The receiver or the receiver's partner may call foot faults only after all reasonable efforts, such as warning the server and attempting to get an official to the court, have failed and the foot fault is so flagrant as to be clearly perceptible from the receiver's side.
25. *Service calls in doubles.* In doubles the receiver's partner should call the service line, and the receiver should call the sideline and the center service line. Nonetheless, either partner may call a ball that either clearly sees.
26. *Service calls by serving team.* Neither the server nor server's partner shall make a fault call on the first service even if they think it is out because the receiver may be giving the server the benefit of the doubt. There is one exception. If the receiver plays a first service that is a fault and does not put the return in play, the server or server's partner may make the fault call. The server and the server's partner shall call out any second serve that either clearly sees out.
27. *Service let calls.* Any player may call a service let. The call shall be made before the return of serve goes out of play or is hit by the server or the server's partner. If the serve is an apparent or near ace, any let shall be called promptly.
28. *Obvious faults.* A player shall not put into play or hit over the net an obvious fault. To do so constitutes rudeness and may even be a form of gamesmanship. On the other hand, if a player does not call a serve a fault and gives the opponent the benefit of a close call, the server is not entitled to replay the point.
29. *Receiver readiness.* The receiver shall play to the reasonable pace of the server. The receiver should make no effort to return a serve when the receiver is not ready. If a player attempts to return a serve (even if it is a "quick" serve), then the receiver (or receiving team) is presumed to be ready.
30. *Delays during service.* When the server's second service motion is interrupted by a ball coming onto the court, the server is entitled to two serves. When there is a delay between the first and second serves:
  - The server gets one serve if the server was the cause of the delay;
  - The server gets two serves if the delay was caused by the receiver or if there was outside interference.

The time it takes to clear a ball that comes onto the court between the first and second serves is not considered sufficient time to warrant the server receiving two serves unless this time is so prolonged as to constitute an interruption. The receiver is the judge of whether the delay is sufficiently prolonged to justify giving the server two serves.

## **SCORING**

31. *Server announces score.* The server shall announce the game score before the first point of a game and the point score before each subsequent point of the game.

32. *Disputes.* Disputes over the score shall be resolved by using one of the following methods, which are listed in the order of preference:
- a. Count all points and games agreed upon by the players and replay only disputed points or games;
  - b. If the players do not agree on which side of the court the disputed point occurred, toss a coin to select the court.
  - c. If the players do not agree on who served a disputed point in a tiebreak, toss a coin to select the server. (A coin toss may also be needed to determine the side in which the point is played and the end from which the server serves.)
  - d. If the players do not agree on who served a disputed game, toss a coin to select the server.
  - e. Play from a score mutually agreeable to all players;
  - f. Spin a racquet or toss a coin.

### **HINDRANCE ISSUES**

33. *Claiming a hindrance.* A player who claims a hindrance must stop play as soon as possible.

34. *Talking when ball is in play.*

- Singles players should not talk during points.
- Talking between doubles partners when the ball is moving toward them is allowed.
- Doubles players should not talk when the ball is moving toward their opponent's court.
- When talking interferes with an opponent's ability to play a ball, it is a hindrance.

For example, if a doubles player hits a weak lob and yells "get back" and the yell distracts an opponent who is about to hit the ball, then the opponent may claim the point based on a deliberate hindrance. If the opponent chooses to play the lob and misses it, the opponent loses the point because the opponent did not make a timely claim of hindrance.

For example, if a player yells after an injury or getting stung by a bee, this is an unintentional hindrance that would entitle the opponent to claim a let.

35. *Body movement.* A player may feint with the body while a ball is in play. A player may change position at any time, including while the server is tossing a ball. Any other movement or any sound that is made solely to distract an opponent, including, but not limited to, waving arms or racquet or stamping feet, is not allowed.

36. *Let due to unintentional hindrance and loss of point due to deliberate hindrance.* A player who is hindered by an opponent's unintentional act or by something else outside the player's control is entitled to a let only if the player could have made the shot had the player not been hindered.



A player's racket coming out of the hand or a shoe coming off is not the basis for either player claiming a let.

A let is never authorized for a hindrance caused by something within a player's control, such as when a player's racket comes out of a hand, when a player's shoe comes off, or when a player trips over the player's own hat. However, if a player's hat falls off during a point, an opponent may immediately call a let due to unintentional hindrance.

Out calls and other noises from spectators are not hindrances and, therefore, are not considered grounds for a player calling a let or claiming the point.

A ringing cell phone is a deliberate hindrance; if an opponent's cell phone rings during a point, the player may immediately stop and claim the point. Another example of a deliberate hindrance occurs when the receiver asks the server to stop discarding the second ball after serving, and the server continues to discard the second ball. Continued discarding of the ball constitutes a deliberate hindrance, entitling the receiver to immediately stop play and claim the point.

37. *Grunting.* A player should avoid grunting and making other loud noises. Grunting and other loud noises may bother not only opponents but also players on adjacent courts. In an extreme case, an opponent or a player on an adjacent court may seek the assistance of an official. Grunting and the making of loud noises that affect the outcome of a point are hindrances. Only an official may rule that these actions are hindrances and order that a let be played or a loss of point, depending on whether an official had previously warned the offending player.
38. *Injury caused by player.* When a player accidentally injures an opponent, the opponent suffers the consequences. Consider the situation where the server's racquet accidentally strikes the receiver and incapacitates the receiver. The receiver is unable to resume play within the time limit. Even though the server caused the injury, the server wins the match by retirement. On the other hand, when a player deliberately injures an opponent and affects the opponent's ability to play, then the opponent wins the match by default. Hitting a ball or throwing a racquet in anger is considered a deliberate act.

### **WHEN TO CONTACT OFFICIAL**

39. *Withdrawing from match or tournament.* A player who has decided not to play a match or a tournament shall notify the Referee immediately.
40. *Stalling.* Stalling violates the continuous play principle of the ITF Rules of Tennis. A player who encounters a problem with stalling should contact an official. The following actions constitute stalling:
- Warming up longer than the allotted time;
  - Playing at about one-third a player's normal pace;

- Taking more than 90 seconds on the odd-game changeover or more than two minutes on the set break.
- Taking longer than the time authorized during a rest period;
- Starting a discussion or argument in order to rest;
- Clearing a missed first service that doesn't need to be cleared; or
- Excessive bouncing of a ball before any serve.

Stalling is subject to penalty under the Point Penalty System.

41. *Requesting officials during play.* While normally a player may not leave the playing area, the player may contact an official for assistance. Some reasons for contacting an official include:

- Stalling;
- Flagrant foot faults;
- Extreme grunting;
- A medical or bleeding timeout;
- A scoring dispute; or
- A pattern of bad calls.

A player may refuse to play until an official responds.

### **BALL ISSUES**

42. *Retrieving stray balls.* Each player is responsible for removing stray balls and other objects from the player's end of the court. Whenever a ball is not in play, a player must honor an opponent's request to remove a ball from the court or from an area outside the court that is reasonably close to the lines. A player shall not go behind an adjacent court to retrieve a ball or ask a player on an adjacent court to return a ball while a point is in play. When a player returns a ball from an adjacent court, the player shall wait until the point is over on the court where the ball is being returned and then return it directly to one of the players, preferably the server.

43. *Catching a ball.* If a player catches a ball in play before it bounces, the player loses the point regardless of where the player is standing.

44. *New balls for third set.* When a tournament specifies new balls for a third set, new balls shall be used unless all players agree otherwise.

### **MISCELLANEOUS**

45. *Clothing and equipment malfunction.* If clothing or equipment, other than a racquet, becomes unusable through circumstances outside the control of a player, play may be suspended for a reasonable period. A player may leave the court after a point is over to correct the problem. If a racquet or string is broken, a player may leave the court to get a replacement, but the player is subject to code violations for delay under the Point Penalty System.

46. *Placement of towels.* Towels are to be placed on the ground outside the net post or at the back fence. Clothing or towels should never be placed on a net.

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## PART 3 — TABLES & REFERENCES

<b>ITA TABLE 1:</b> <b>DUAL MATCH FORMATS</b> <i>Note: NCAA, NAIA, NJCAA or Conference rules  will supersede ITA rules where applicable</i>	
<b>NCAA Division I, Division II &amp; NAIA</b>	<p><b>Match:</b> Three doubles followed by six singles; seven team points. Team winning two of three doubles matches will receive one point; each singles match counts as one point.</p> <p><b>Doubles:</b> No warm-up; 6-game set with No-Ad scoring; first team to win six games by two games with a 7-point tiebreak played at 6-all. As long as coaches agree prior to the start of the match, once the doubles point has been clinched, the remaining doubles match may be played to completion.</p> <p><b>Singles:</b> No warm-up time; Best of three tiebreak sets with No-Ad scoring; 7-point tiebreak played at 6-all. Once the outcome of the team match has been decided, a shortened format shall be played unless both coaches agree otherwise. Any remaining singles matches that have <b>not</b> started a third set should play a 10-point tiebreak in lieu of a third set.</p>
<b>NCAA Division III</b>	<p><b>Match:</b> Three doubles followed by six singles; nine team points. Each match (doubles and singles) counts as one point.</p> <p><b>Doubles:</b> No warm-up; 8-game pro set with regular scoring; 7-point tiebreak played at 7-all.</p> <p><b>Singles:</b> No warm-up; Best of three tiebreak sets with regular scoring; 7-point tiebreak played at 6-all. Once a team reaches five overall points, any remaining singles matches that have <b>not</b> started a third set should play a 10-point tiebreak in lieu of a third set.</p>
<b>Junior &amp; Community College</b>	<p><b>Match:</b> Three doubles followed by six singles; nine team points. Each match (doubles and singles) counts as one point.</p> <p><b>Doubles:</b> No warm-up; 8-game pro set with regular scoring; 7-point tiebreak played at 8-all.</p> <p><b>Singles:</b> No warm-up; Best of three tiebreak sets with regular scoring; 7-point tiebreak played at 6-all. Once a team reaches five overall points, any remaining singles matches that have <b>not</b> started a third set should play a 10-point tiebreak in lieu of a third set.</p>

**ITA TABLE 2:  
POINT PENALTY SYSTEM**

<b>Offense</b>	<b>Penalty Assessed</b>
First	Point Penalty
Second	Game Penalty
Third	Default*
<p>In dual matches, Code Violation penalties in each segment start with a point penalty unless the offense warrants an immediate default.</p> <p><i>*May only be issued by Referee.</i></p>	

**ITA TABLE 3:  
DUAL MATCH CARRYOVER CODE PENALTIES**

<b>When code occurs</b>	<b>When Penalty Is Assessed</b>
During Doubles Segment	If there is another doubles match in progress, assess at the start of the next game or immediately in a tiebreak, except that carryover defaults shall be assessed immediately to the highest remaining doubles match still in progress. If doubles play is complete, carryover penalty shall be assessed at the start of that player's singles match. If that player is not playing singles, the carryover penalty shall be assessed to the Number 1 singles player for that team.
During Singles Segment	If there is another singles match in progress, assess at the start of the next game or immediately in a tiebreak, except that carryover defaults shall be assessed immediately to the highest remaining singles match still in progress.
<p><i>In matches where singles is played first, followed by doubles: If a code is committed after a singles match, assess to the highest remaining singles match still in progress at the start of the next game or immediately in a tiebreak, except that carryover defaults shall be assessed immediately to the highest remaining singles match still in progress. If singles matches are completed, carryover shall be assessed at the start of that player's doubles match. If that player is not playing doubles, the penalty shall be assessed to the Number 1 doubles match.</i></p>	



**ITA TABLE 4:  
TIME VIOLATIONS**

*Time allowed in ALL divisions:  
120 seconds allowed during a set break;  
90 seconds allowed during a changeover;  
25 seconds allowed between points (server AND receiver  
are both allowed this time; there is no "server's pace")*

<b>Violation</b>	<b>Penalty Assessed</b>
First Offense	Warning
Second Offense	Point Penalty
Each Additional Offense*	Point Penalty

*\*Player(s) may not receive back-to-back time violations during play. A second consecutive time violation issued without an intervening point being played shall result in a code violation, delay of game. For time violations returning late from a bathroom visit, please refer to **Table 5: Bathroom Visits**.*

**ITA TABLE 5:  
BATHROOM VISITS**

<b>Division</b>	<b>Time Allowed</b>
NCAA Division I NCAA Division II	Players are allowed one bathroom break of up to 5 minutes, to be taken at the set break only. Time shall be called at 5 minutes after the previous set ends or when the player returns to the court, whichever comes first. The player then has 30 seconds to put the ball in play before Time Violations are assessed. If a player requests to use the bathroom during another time, they may use their one Medical Timeout to do so or go on their own time.
All Other Divisions	Reasonable time as determined and agreed upon by the Referee and both head coaches.

*If a player returns late from a bathroom break or a bathroom visit, then consecutive time violations shall be assessed until the player is ready to play.*

**ITA TABLE 6:  
PENALTIES FOR OVERRULES IN A MATCH**

<b>Overrule #</b>	<b>One-Set Match</b>	<b>Two- and Three-Set Matches</b>
1 <sup>st</sup> overrule	Loss of point	Loss of point
2 <sup>nd</sup> overrule	Loss of point <b>AND</b> Code Violation, Unsportsmanlike Conduct, <b>Point Penalty*</b>	Loss of point
3 <sup>rd</sup> overrule	Loss of point <b>AND</b> Code Violation, Unsportsmanlike Conduct, <b>Game Penalty*</b>	Loss of point <b>AND</b> Code Violation, Unsportsmanlike Conduct, <b>Point Penalty*</b>
4 <sup>th</sup> overrule	Loss of point <b>AND</b> Code Violation, Unsportsmanlike Conduct, <b>DEFAULT*</b>	Loss of point <b>AND</b> Code Violation, Unsportsmanlike Conduct, <b>Game Penalty*</b>
5 <sup>th</sup> overrule	N/A**	Loss of point <b>AND</b> Code Violation, Unsportsmanlike Conduct, <b>DEFAULT*</b>

\*Code Violations assessed for other infractions may change when a player is defaulted. **This chart assumes no additional Code Violations have been assessed.**

\*\*Player would have been defaulted prior to being overruled for a 5th time.

## ITA TABLE 7: MEDICAL & BLEEDING TREATMENT

### MEDICAL TIMEOUT: ALL DIVISIONS

- Player may only receive one Medical Timeout (MTO) for the entire match (an MTO taken during warm-up in individual tournaments counts as the player's one MTO for the match).
- Once the trainer reaches the player and begins talking/treatment, the trainer has a maximum of 5 minutes for treatment and diagnosis. The maximum amount of treatment time shall be 3 minutes.
- A player who needs an additional MTO shall be retired.
- A player may receive treatment on any changeover (no limit).
- A Medical Timeout **may not** be taken to deal with bleeding.
- **Men's Division I ONLY:** Player is assessed a point for receiving an MTO (not part of the progressive PPS).

### BLEEDING TREATMENT: ALL DIVISIONS

- A player who is bleeding may not continue until bleeding is stopped.
- Bleeding Timeout must be taken to stop any bleeding for the first time from a specific site. A Medical Timeout **may not** be taken to deal with bleeding.
- Bleeding Timeout begins when player notifies official or acknowledges that there is bleeding.
- Bleeding Timeout ends when bleeding has stopped, playing area has been cleaned up and contaminated items have been removed.
- Treatment within a Bleeding Timeout is limited to 15 minutes. If exceeded and the bleeding has not stopped, player must retire. (A player may not "buy time" with PPS immediately following a Bleeding Timeout)
- If bleeding has stopped but the playing area is not cleaned up, the Referee may move the match or continue cleaning up the court.
- For second bleeding incident from same site, bleeding may be treated but player is subject to penalties for violations of Rule 29 (Continuous Play).

### CONCUSSION TIMEOUT: ALL DIVISIONS

- Following a blow to the head or trunk or the head or trunk forcefully impacting the ground, a concussion timeout should be called if a possible concussion is suspected. The player shall be evaluated by a medical professional.
- Up to 15 minutes is allowed for evaluation to rule out a possible concussion
- If a concussion cannot be definitively eliminated within 15 minutes, the player shall be retired.
- A player shall not be charged with a medical timeout if evaluated for a concussion.
- A Men's Division I player shall not be assessed a point when being evaluated for a concussion.

**ITA TABLE 8:  
AT A GLANCE – MAJOR DUAL MATCH DIFFERENCES AMONG DIVISIONS**

	Division I	Division II	NAIA	Division III	JUCO
Scoring format		No-Ad		Regular scoring	
Total team points		7		9	
Doubles set	6 game pro-set, tiebreak at 6-all			8 game pro set, tiebreak at 7-all	8 game pro set, tiebreak at 8-all
Service lets	NO				
Medical Timeouts - quantity	1 per match				
Bathroom Breaks	One per match, set break only, up to 5 minutes	Set break preferred, reasonable time as established by Referee			

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# THANK YOU TO OUR PARTNERS



