

PROJECT MANUAL

FOR:

Chevy Chase Country Club Multimedia Project

Wheeling Park District

333 West Dundee Road
Wheeling, Illinois 60090

PH: 847/465-3333

FX: 847/537-2504

Date of Project Manual: December 8, 2011

Pre-Bid Meeting: Wednesday, December 14, 2011 at 10:00 a.m. at Chevy Chase
Country Club Grand Ballroom

Bid Due Date: Monday, December 19, 2011 at 10:00 a.m.



**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

TABLE OF CONTENTS	2
<u>Bidding Requirements:</u>	
Advertisement for Bid	3
Instructions to Bidders	4-6
<u>Bidding Forms:</u>	
Bid Forms	7-9
Conditions For Bidding	10
Contractor's Certification (Bid Rigging or Bid Rotation)	11
Contractor's Certification (Prevailing Wages)	12
Bidder's References	13
<u>Conditions of the Contract:</u>	
Owner-Contractor Agreement (to be completed by Owner after Contract award)	14-17
General Conditions	18-35
Supplementary Conditions	36-39
Lake County Prevailing Wage for December 2011 (Contractor is required to use prevailing wage rates for month(s) work is being performed)	
<u>Technical Specifications:</u>	
Section 01000	Special Provisions
Section 01010	Summary of Work
Section 16000	Electrical
Section 16050	Basic Electrical Materials & Methods
Section 16130	Raceway & Boxes
Section 16452	Grounding
Section 16522	AV Equipment
<u>Attachments:</u>	
Attachment 1	Photo Images of Project Area

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

ADVERTISEMENT FOR BIDS

The Wheeling Park District will receive bids for the supply and installation of a multimedia system in the Grand Ballroom of Chevy Chase Country Club in Wheeling, Illinois.

Bids are due and will be opened and read aloud on **Monday, December 19, 2011, at 10:00 a.m.**, in the board room (second floor) at the Wheeling Park District Community Recreation Center, 333 W. Dundee Road, Wheeling, IL 60090.

A pre-bid meeting will be held on Wednesday, December 14, 2011 at 10:00 a.m. in the Grand Ballroom of Chevy Chase Country Club (1000 N. Milwaukee Avenue). The pre-bid meeting is mandatory and bidders who do not attend may have their bids disqualified.

The scope of work includes providing and installing all the audio visual equipment hardware and software as necessary to operate and control the system, as well all other miscellaneous applications required to meet the multimedia needs of the Country Club as described in the Project Manual.

The Wheeling Park District expects to enter into an agreement with the successful bidder on or about December 21, 2011, with work to begin on or about January 2, 2012 with all work to be completed by February 17, 2012.

The contract documents, including plans and specifications for said construction work, may be obtained free of charge at the Wheeling Park District, 333 W. Dundee Road, Wheeling, IL 60090, Monday through Friday from 9:00 a.m. to 5:00 p.m. Telephone: 847/465-3333 or on the Wheeling Park District website at www.wheelingparkdistrict.com.

General questions may be directed to Allen Parkes, General Manager of Chevy Chase Country Club at (708) 267-8585.

A bid bond, certified check, or cashier's check for not less than ten (10) percent of the total base bid amount will be required for each bid.

The successful bidder shall be required to furnish satisfactory performance and labor & material payment bond(s) for the total contract amount, including suggested alternates as selected. The successful bidder will also be required to enter into a legal contract with the Owner.

This project is subject to payment of the prevailing wage rates. All bidders will be required to certify that they are in compliance with laws governing bid-rigging, bid rotation, equal opportunity employment, and sexual harassment.

No bids may be withdrawn without written consent from the Owner. The Owner reserves the right to reject any and all bids, and to waive any formalities in the bidding process if, in its sole judgment, it shall deem it in the best interest of the public or the Park District to do so.

Published Thursday December 8, 2011 in the Daily Herald.

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

INSTRUCTIONS TO BIDDERS

A. GENERAL INSTRUCTIONS: Each construction item consists of all labor, materials, and equipment necessary to complete all work called for in the specifications and drawings listed in the Table of Contents.

Drawings and specifications for all work proposed are the attached Construction Documents which consist of the items as listed in the Table of Contents.

B. AWARDING OF BIDS: Sealed Bids will be received until the date and time and at the location as noted in the Advertisement for bids, or as changed via an appropriate Addendum.

Each bid shall be enclosed in a sealed envelope addressed as follows:

BID: Chevy Chase Multimedia Project
Wheeling Park District
333 W. Dundee Road
Wheeling, IL. 60090

C. BID GUARANTEE: A Bid Guarantee will be required for each bid submitted, in the form of a bid bond, cashier's check, certified check or money order in the amount of 10% of the base bid amount. The Bid Guarantee shall be made out to the Owner, Wheeling Park District, and shall be used by the Owner as a guarantee that the bidder will not withdraw his bid after the date and time set for the bid opening, and as a guarantee that the successful bidder will comply with insurance, performance, and labor & material payment guarantee requirements as set forth in these Contract Documents.

D. PERFORMANCE GUARANTEE: A performance guarantee will be required of the successful bidder and shall be mailed or delivered to the Owner within ten (10) days of the execution of the Contract. The performance guarantee shall be in the form of a performance and labor/material payment bond(s) in the amount of One Hundred Percent (100%) of the Contract Amount, including alternates as selected by the Owner. The aforementioned bond shall be issued for a 365-day period subsequent to the date of substantial completion, and shall also include the Contract Time, as defined in these Contract Documents. The bond shall be issued by a surety company which is acceptable to the Owner. Upon the Owner's receipt and acceptance of a performance and labor/material payment bond(s), the Owner shall promptly return the Contractor's bid guarantee.

E. ADDENDA: All changes to, and interpretation of, the Contract Documents prior to the date and time set for the opening of bids will be made by Addenda issued by the General Manager of Chevy Chase Country Club to each recipient of the bidding documents.

All Addenda, written or graphic, will be issued no later than 24 hours prior to the date and time set for the opening of bids. If the Owner determines that an Addendum will result in a substantial or material variance of the proposed Contract, all bids will be returned, the project re-advertised, and notice of a new bid opening date and time will be included in an Addendum.

F. BIDDING CONDITIONS: Bids shall be submitted on the printed forms provided for that purpose, and shall be bound herewith and must be signed and dated. The bid forms shall be completely filled out, signed, and dated and shall not be detached from their binding. The complete set of documents shall be submitted with the bid proposal, as well as the drawings returned. Bids which are faxed will not be accepted. If the Contractor decides not to bid, he shall return the drawings and contract documents as well.

The Owner reserves the unqualified right to reject any or all bids, or portions thereof, or to accept any bid or combination of bids, which in its sole and absolute judgment will best serve the Owner's or the Public's interest.

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

In the event that the successful bidder fails to execute the Contract upon his part, or to furnish a satisfactory performance and labor/material payment guarantee, the Owner, after declaring forfeited the guaranty of such bidder, reserves the option to accept the bid of any other bidder within thirty days of such default, in which case, such acceptance shall have the same effect as though the alternate bidder were the original successful bidder.

No bids shall be withdrawn within sixty days of the bid opening.

G. **CONTRACTOR'S CERTIFICATIONS:** Each Bidder shall certify that the Bidder is not barred from bidding on this public contract as a result of violation of Illinois Public Act #85-1295, effective January 1, 1989, section 33E-3 or 33E-4 (Bid Rigging or Bid Rotation). In order for the bid to be valid, the bidding contractor shall attest to this by filling out, signing, and having notarized the attached CONTRACTOR'S CERTIFICATION (BID RIGGING OR ROTATION). Each Bidder shall also certify that the Bidder will abide by all provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1-12 *et seq.*) In order for the bid to be valid, the bidding contractor shall attest to this by filling out, signing, and having notarized the attached CONTRACTOR'S CERTIFICATION (PREVAILING WAGES).

H. **PRICES SUBMITTED:** The prices submitted on the bid form(s) shall include:

1. The cost of materials, labor, and equipment either specified, or necessary, for the installation as specified.
2. The cost of any material and/or labor which is not specifically described, but which is necessary to complete the Contract.
3. The cost of a full-time qualified foreman for the duration of the Contract.

The Contractor shall examine and fully understand the General Conditions of the project site to verify the quantities of the specified work.

After submitting prices, the Contractor shall not claim any misunderstanding of the amount or nature of material or of the work to be furnished.

I. **CONDITIONS OF THE WORK:** Each bidder shall personally examine the site conditions and the location of the work, the actual conditions and requirements of the work, including risks, means of access, and limitations of access, conditions of roadways and of bridges, legal restrictions and regulations of municipalities or other legal bodies having jurisdiction over the work. Failure to do so shall not relieve the successful bidder of the Bidder's obligation to furnish labor and materials necessary to carry out the provisions of the Contract Documents, and to complete the contemplated work for the consideration as set forth in their bid. The submittal of a bid proposal shall constitute and imply full knowledge of such conditions and regulations and acceptance of the risks contained therein.

J. **DISCREPANCIES:** During the examination of the Contract Documents, or after the Bidder's visit to the site, should a bidder find any discrepancies, omissions, ambiguities, or conflicts in or among the Contract Documents, or should there be any doubt as to their meaning, the Contractor shall at once bring the question to the attention of the General Manager of Chevy Chase Country Club for answer and interpretation. The General Manager of Chevy Chase Country Club will review the question, and where information sought is not clearly shown in the Contract Documents, he will issue an Addendum to all of the plan holders, in which the interpretation will be made. The General Manager of Chevy Chase Country Club will make no instructions orally and only written instruction shall be deemed valid. To receive consideration, written requests for interpretation shall be made not later than seventy-two (72) hours prior to that date and time set for the bid opening.

K. **BASIS OF PAYMENT:** All work items shall be paid for on a lump sum basis at the amount listed on the Bid Form.

L. **QUALIFICATIONS OF BIDDERS:** In selecting the Contractor, type of work completed, experience, and financial status of bidders will be considered, as well as the proposals submitted. The lowest total bid submitted may not necessarily win the Contract.

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

M. SIGNING OF THE CONTRACT: The Owner shall notify the successful bidder within sixty days of the bid opening. A meeting between the successful bidder and the Owner shall be held shortly thereafter for the purpose of executing the Owner-Contractor Agreement and any other documents as specified herein.

N. COMMENCEMENT OF WORK: The Contractor shall begin work per mutual agreement between the Contractor and the Owner. For the bidder's convenience and assistance in preparing the bid, the estimated date of commencement is January 2, 2012, and the work substantial completion shall be February 10, 2012.

THE SAFETY AND ACCOMMODATION OF THE GUESTS OF CHEVY CHASE COUNTRY CLUB IS OF THE UTMOST IMPORTANCE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MEET THE NEEDS AND REQUIREMENTS OF THE STAFF AND GUESTS AS OUTLINED IN THE PROJECT MANUAL AND DETERMINED BY THE GENERAL MANAGER OF CHEVY CHASE COUNTRY CLUB.

O. PAGES COMPLETED FOR SUBMITTING BIDS: The bidder shall, for the bid to be considered by the Owner, complete in full all of the following pages, and shall submit each as part of his bid: **all Bid Form Pages, Contractor Certifications, Bidders References and Bid Guarantee.**

P. PAGES COMPLETED PRIOR TO OR AT THE TIME OF EXECUTION OF THE OWNER-CONTRACTOR AGREEMENT: The successful bidder shall complete, by the time of the execution of the Owner-Contractor Agreement, the following pages in order for the Contract to be considered valid by the Owner: **Owner-Contractor Agreement, Performance and labor/material payment guarantee.**

Q. The Wheeling Park District is a tax exempt entity. If requested, the Park District will submit its tax exempt number to material suppliers.

End of section

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

BID FORM

Bid to: Wheeling Park District

Date: _____

Bid from (Company): _____

Address: _____ PH: _____/
_____ FX: _____/
_____ CEL: _____/
_____ PGR: _____/

The Undersigned:

1. Acknowledges receipt of:

A. Project Manual for: Chevy Chase Multimedia Project

Dated: _____ Bidder's Signature: _____

B. Addenda no. _____ Dated: _____ Bidder's Signature: _____
Addenda no. _____ Dated: _____ Bidder's Signature: _____
Addenda no. _____ Dated: _____ Bidder's Signature: _____
Addenda no. _____ Dated: _____ Bidder's Signature: _____

2. Has examined the site, means of access, and has examined all of the Contract Documents (Project Manual).

3. Agrees:

A. To hold the bid open for sixty days subsequent to the date of the bid opening.

B. To enter into and execute a Contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

- (1) Furnish all bonds and insurance required by the Contract Documents
- (2) Accomplish the Work in accordance with the Contract Documents
- (3) Complete the Work within the time requirements as set forth in the Contract Documents.

C. That the Bidder has carefully examined the Instructions to Bidders, the Drawings, and the Project Manual in its entirety, in order to determine how these affect the bid proposal, the forms of the Contract, the required contract bonds, and duration thereof, and that the Bidder has inspected in detail the site of the proposed work, and been familiarized with all of the requirements of construction, and of the governing municipalities under whose jurisdiction the project falls (its codes, ordinances and construction requirements therein), and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same.

D. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the work and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth.

E. Bid Guarantee: (see Instructions to Bidders).

F. Performance/Labor and Material Payment Guarantee (see Instructions to Bidders).

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

G. To commence work as specified in the Instructions to Bidders, and to prosecute the work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract.

H. That as General Contractor, the Bidder proposes to utilize the products and services of the following subcontractors and major suppliers for the completion of the Contract. All other subcontractors, or the substitution of any of those listed below, shall be approved by the General Manager of Chevy Chase Country Club prior to start of their work on the project. If no subcontractors or major suppliers are to be used, indicate "NONE".

(1) _____ PH: ____/_____
Subcontractor/major supplier

Address

Work to be performed/materials to be supplied

(2) _____ PH: ____/_____
Subcontractor/major supplier

Address

Work to be performed/materials to be supplied

(3) _____ PH: ____/_____
Subcontractor/major supplier

Address

Work to be performed/materials to be supplied

I. To give lump sum (ls) total item amounts for each item as described herein, and subject to the conditions as set forth in the Contract Documents.

J. To give the total base bid amount, the total add alternate and/or subtract alternate amounts (if requested) both in words and in figures. The total bid amount in each case shall be the sum of all of the total item amounts as applicable and as described above.

K. Bidders must quote on all items within the proposal form. The owner reserves the right to add or deduct from the total items as the Owner's interest may be best served.

L. The Bidder agrees to perform all of the work in accordance with the Contract Documents, for the following lump sum(s):

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

BID ITEM

A. SUPPLY & INSTALLATION OF MULTIMEDIA SYSTEM

1. Supply and installation of all the audio visual equipment hardware and software as necessary to operate and control the system, as well all other miscellaneous applications required to meet the multimedia needs of Chevy Chase Country Club as described in the Project Manual.

For Supply and Installation of Multimedia System Lump Sum \$ _____

CHEVY CHASE COUNTRY CLUB MULTIMEDIA PROJECT- BASE BID (BID ITEM A)

Lump Sum \$ _____

FOR THE LUMP SUM OF _____ DOLLARS

BID PARAMETERS: Please check each box to acknowledge understanding and compliance of said parameters.

- The bidder hereby agrees to provide all labor, materials, tools and equipment required to complete project as described in the Project Manual.
- The Bidder understands that a properly certified check, bank draft, cashier's check or bid bond payable to the Wheeling Park District for not less than ten (10%) percent of the total bid amount will be required for each bid.

Form of Bid Security _____, in the amount of \$ _____ is enclosed.

BID WILL BE AWARDED TO LOWEST RESPONSIBLE TOTAL BASE BID AMOUNT WITH ANY ACCEPTED ALTERNATE PACKAGES AND/OR SPECIFIC ITEMS WITHIN THE BID.

Bid from: (Company:) _____

Address: _____ PH: _____ / _____

Bidder's Signature: _____ Date: _____

End of section

CONDITIONS FOR BIDDING

1. **TAXES:** The Wheeling Park District is a tax exempt entity. If requested, the Wheeling Park District will submit its tax exempt number to material suppliers.
2. **CONTRACTOR’S CERTIFICATION:** Each bidder must certify that he/she is not barred from bidding on this public contract as a result of violation of Section 33E-3 or 33E-4 (bid rigging or bid rotation) with the attached form. The form must be completed, signed and returned with the bid.
2. **PREVAILING WAGES:** Bidders and contractors shall comply with the law as enacted by the State of Illinois, being 820 ILS 130/0.01 et seq. in which the State has enacted an act regulating wages of laborers, mechanics and other workmen employed in public work by the State, County, City or any public body or political subdivision or by any one under contract for public work. A Contractor’s Certification has been provided with the Project Manual. The form must be completed, signed and returned with the bid.
3. **SEXUAL HARASSMENT:** The undersigned certifies that as part of the Bidder’s bid proposal on the above-referenced Contract, that the Bidder has enacted, and has in full force and effect, a written sexual harassment policy in accordance with the Illinois Human Rights Act ("Act") (775 ILCS 5/1-101 *et seq.*), including at least the following:
 1. A statement on the illegality of sexual harassment;
 2. The definition of sexual harassment under Illinois law;
 3. A description of sexual harassment utilizing examples;
 4. An internal complaint process, including penalties;
 5. The legal recourse, investigative and complaint process available through the Illinois Dept. of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
 6. Direction on how to contact the Department and the Commission; and
 7. Protection against retaliation as provided by section 6-101 of the Act

The undersigned further certifies that such policy shall remain in full force and effect throughout the term of this Contract.

4. **EQUAL EMPLOYMENT OPPORTUNITY:** The undersigned certifies that for the entire duration of the work, the Contractor shall conform to all federal and state laws on equal opportunity and fair employment, and to all rules and regulations now or hereafter issued pursuant thereto, including, but not limited to, the Illinois Human Rights Act (Illinois Revised Statutes Chapter 68, par. 1-101 *et seq.*), and an act to prohibit discrimination, etc. (Illinois Revised Statutes Chapter 29, par. 17-24).
5. **CLEAN AIR ACT:** All successful bidders must comply with the provisions, applicable standards, orders or regulations pursuant to the Clean Air Act of 1970.
6. **COPELAND “ANTI-KICK BACK” ACT:** All successful bidders must comply with the Copeland “Anti-kick back” Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR, Part 3).

End of Section

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

CONTRACTOR'S CERTIFICATION (BID RIGGING OR BID ROTATION)

Pursuant to Illinois Public Act 85-1295, effective January 1, 1989, the undersigned certifies that he/she is a duly authorized agent of the contract submitting the attached bid to the Wheeling Park District, and that said contractor is not barred from bidding on this public contract as a result of a violation of either Section 33E-3 or 33-E4 of said Act.

Signed this _____ day of _____, 2011.

By: _____

Title: _____

Address: _____

SUBSCRIBED AND SWORN TO before me
this _____ day of _____, 2011.

Notary Public

Signed this _____ day of _____, 2011

By (Signature): _____

Company: _____

Title: _____

Address: _____

Subscribed and sworn to before me this _____ day of _____, 2011.

Notary Public: _____ My commission expires: _____.

End of Section

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

CONTRACTOR'S CERTIFICATION (PREVAILING WAGES)

Pursuant to Illinois Prevailing Wage Act (820 ILCS 130/1-12 *et seq.*) the undersigned certifies that he/she is a duly authorized agent of the contract submitting the attached bid to the Wheeling Park District, and that said contractor will abide by all provisions of said Act.

Signed this _____ day of _____, 2011.

By: _____

Title: _____

Address: _____

SUBSCRIBED AND SWORN TO before me
this _____ day of _____, 2011.

Notary Public

Signed this _____ day of _____, 2011

By (Signature): _____

Company: _____

Title: _____

Address: _____

Subscribed and sworn to before me this _____ day of _____, 2011.

Notary Public: _____ My commission expires: _____.

IMPORTANT NOTICE

The most recently ascertainable Prevailing Wage Rate Determination of Lake County is attached to and incorporated in the Contract Documents. Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. As required by the Prevailing Wage Act any and all revisions supersede the Park District's latest determination. Bidders and contractors performing work on this project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of Work. Failure of a bidder/contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents.

End of Section

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

BIDDER'S REFERENCES

The Bidder shall list below information to be used by the Owner for the purpose of contacting Owners, Architects, Landscape Architects and/or Engineers of projects of similar scope and contract amount. A minimum of three references shall be required.

1. Project Name: _____
Project Address: _____
Contract Amount: \$ _____
Owner or Agent: _____ PH: ____ / ____

2. Project Name: _____
Project Address: _____
Contract Amount: \$ _____
Owner or Agent: _____ PH: ____ / ____

3. Project Name: _____
Project Address: _____
Contract Amount: \$ _____
Owner or Agent: _____ PH: ____ / ____

4. Project Name: _____
Project Address: _____
Contract Amount: \$ _____
Owner or Agent: _____ PH: ____ / ____

End of Section

AGREEMENT TO PROVIDE LABOR AND MATERIALS

This Contract for Labor (“Agreement”) is made this ___ day of _____, 2011 by and between the Wheeling Park District, Cook and Lake County, Illinois, an Illinois unit of local government (the “Park District”) with its principal place of business at _____, Wheeling, Illinois 60090 and _____, a(n) [Corporation/Partnership, Sole Proprietorship/Individual], with its principal place of business at _____ (“Vendor”), collectively the “Parties.”

WITNESSETH

That the Park District and Vendor, for the consideration hereinafter named, agree as follows:

1. AGREEMENT

The Vendor shall provide all the labor and any necessary materials required to complete the following work: **(insert project description)**. The work and any materials agreed to be furnished for the Project shall be completed in accordance with the Bid Documents [insert any other specifications or sources of specifications]. The Park District agrees to pay Vendor for the performance of his/her work and the furnishing of any necessary materials in the sum of _____(\$) in accordance with the payment terms set forth in the Contract Documents.

2. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement between the Park District and the Vendor and the Legal Notice, Letter to Bidder, General Conditions, Terms and Conditions, Bid Form and Project Manual (“Bid Documents”), any addenda issued prior to the execution of this Agreement and Modifications issued after the execution of this Agreement. Modifications to this Agreement may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein.

The Contract Documents comprise the entire Agreement between the Parties and no statement, promise or inducement made by either party to the other or to the agency of the other party that is not contained in this written Agreement shall be valid or binding.

3. INSURANCE

Insurance shall be provided as required under Supplementary Conditions to the General Conditions, or as set forth in Exhibit No. 2, attached hereto.

4. BID BOND

Each proposal shall be accompanied by a properly certified check, bank draft, cashier’s check or bid bond payable to the Wheeling Park District for not less than ten (10%) percent of the total bid amount. The Bid Bonds will be returned promptly upon the approved execution of the Contract by the Park District and the Contractor’s delivery of the Contract Bonds to the Park District.

5. PERFORMANCE BOND

If the Contract Price set forth above is greater than \$5,000, Vendor shall deposit with the Park District, before commencing any work, an AIA A312-1984 Performance Bond and Payment Bond for 100% of the Contract amount, guaranteeing the faithful performance of the work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of work for a period of one (1) year after final payment. The cost of each bond shall be included in the Contract Price set forth above. The surety must be approved by the Park District and be licensed to conduct business in the State of Illinois and be named in the current list of “Surety Companies Acceptable on Federal Bonds,” as published in the Federal Register by the Audit Staff, Bureau of Accounts, U.S. Treasury. The Vendor and all subcontractors shall name the Wheeling Park District as an obligee on

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 et seq. and any future amendments thereto.

6. COMPLETION DATE

The Vendor agrees to complete the work required to complete the Project within [_____ days from notice to proceed,] or, [the time of completion set forth in the Bid Form (or other Contract Document)]. Failure to complete the work by the specified date(s) shall constitute a material breach of the Contract entitling the Park District to immediately replace the Vendor at the Park District's sole option.

7. PERFORMANCE OF WORK

Vendor agrees to perform all work in a good and workmanlike manner. Vendor shall not interfere in any way with and shall cooperate fully with other Vendors procured by Park District for the work.

Vendor, on receipt of this contract executed by the Park District, shall immediately place orders for materials and otherwise commence the work immediately. No claim for extras shall be allowed unless such claim shall be first submitted in writing to the Park District and approved in writing by an authorized agent of the Park District. All extras shall be subject to approval pursuant to the Park District's change order process and in accordance with the applicable law.

8. INDEPENDENT CONTRACTOR

Vendor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Contract; that it, as well as any persons or agents as it may employ are not employees of the Park District; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.

9. INTELLECTUAL PROPERTY OWNERSHIP RIGHTS

The Park District and Vendor agree that the Vendor's preparation of all drawings, designs, specifications, notes and other services rendered in the performance of this Agreement is a service work done for hire and that the ownership of such documents vests in the Park District. The Park District agrees to, and does hereby grant and transfer to the Vendor, an exclusive, royalty-free license to all such data and documents which the Park District may obtain by copyright and of all designs and specifications as to which the Park District may assert any rights or establish any claim under prevailing patent or copyright laws. In the case of future reuse of any of the documents by the Park District, the Vendor's and consultant's name and seal if applicable shall be removed from the reused document(s) and the Vendor and its consultants shall not be liable to the Park District or to third parties for their reuse.

10. LICENSED PROGRAMS

Vendor warrants that, except for third-party products for which Vendor acts as a licensing agent, it owns and possesses all rights and interests in any licensed computer software programs ("Licensed Programs") required to perform this Contract. Vendor further warrants that, except third-party products for which Vendor acts as a sales agent, Park District's use of the Licensed Programs will not infringe upon the United States copyrights, patent rights, trade secrets or other rights of any third party. Vendor agrees to indemnify, defend and hold Park District harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Park District in connection with any such infringement claim by any third party, provided however that Park District permits Vendor all available information, assistance and authority to enable Vendor to do so. Vendor further warrants that if Park District is enjoined from using the Licensed Programs due to an actual or claimed infringement of any United States patent right or copyright or other property right or for any other reason, then at Vendor's option, Vendor shall promptly either: (i) procure for Park District, at Vendor's expense, the right to continue using the Licensed Programs; or (ii) replace or modify the Licensed Programs, at Vendor's expense, so that the Licensed Programs become non-infringing.

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

11. PAYMENT

Terms for payment are as set forth in the General Conditions in the Bid Documents.

12. ASSIGNMENT

This Agreement is non-assignable in whole or party by the Vendor, and any assignment shall be void without prior written consent of the Park District.

13. WAIVER

Waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by the Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of contract.

14. TIME

Time is of the essence for all matters concerning this Agreement.

15. HUMAN RIGHTS ACT (if project financed by funds from State of Illinois)

Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) ("Rights Act"), all Contractors/Vendors and Subcontractors must have in force and effect a written sexual harassment policy which includes at a minimum the following provisions:

1. a statement of illegality of sexual harassment;
2. the definition of sexual harassment under Illinois law;
3. a description of sexual harassment utilizing examples;
4. an internal complaint process, including penalties;
5. the legal resource, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
6. directions on how to contact the Department and the Commission; and
7. protection against retaliation as provided by Section 6-101 of the Rights Act.

The Vendor understands, represents and warrants to the Owner that Vendor and its subcontractors (for which the Vendor takes responsibility to ensure that they comply with the Rights Act) are in compliance with Section 2-105 of the Rights Act and will remain in compliance with Section 2-105 of the Rights Act for the entirety of the work. A violation of Section 2-105 is cause for the immediate cancellation of this Contract. However, any forbearance or delay by the Owner in canceling this Contract shall not be construed as, and does not constitute, Owner's consent to such violation and a waiver of any rights the Owner may have, including without limitation, cancellation of this Contract.

16. TERMINATION

The Park District may, at any time and in accordance with the Bid Documents, terminate the Contract in whole or in part for the convenience of the Park District and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Vendor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination the Vendor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the contract; (4) terminate all subcontracts and orders to the extent they relate to the work terminated; (5) proceed to complete the performance of work not terminated; and, (6) take actions that may be necessary or that the Park

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

District may direct, for the protection and preservation of the terminated work. The Vendor shall recover payment for approved work executed on the terminated portion of the work before the effective date. Vendor shall not be entitled to damages resulting from termination for convenience under this Section.

17. CHOICE OF LAW, BREACH AND REMEDIES

Any suit or action arising under this Contract shall be commenced in the Circuit Court of Cook County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Contract, the Park District shall be entitled to an award of reasonable attorney's fees and costs of litigation if Vendor is found liable. Vendor, its successors or assigns shall maintain no suit or action, against Park District on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year from the Park District's acceptance of the work performed herein. Vendor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Vendor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorney fees.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals and year first above written.

WHEELING PARK DISTRICT

CONTRACTOR

By:

Print Name

President
Board of Park Commissioners

By:

ATTEST

Its: _____

By:

Secretary
Board of Park Commissioners

End of Section

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

GENERAL CONDITIONS OF THE CONTRACT

TABLE OF PARAGRAPHS

- I - Contract Documents
- II - General Manager of Chevy Chase Country Club
- III - Owner
- IV - Contractor
- V - Subcontractors
- VI - Work by Owner or by Separate Contractors
- VII - Miscellaneous Provisions
- VIII - Time
- IX - Payments and Completion
- X - Protection of Persons and Property
- XI - Insurance
- XII - Changes in the Work
- XIII - Uncovering and Correction of Work
- XIV - Termination of Contract
- XV - Owner's Right to Carry Out the Work

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

I. CONTRACT DOCUMENTS

A. DEFINITION: The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract, Instructions to Bidders, the Drawings, the Specifications, and all Addenda issued prior to, and all Modifications issued after, execution of the Contract.

B. CONTRACT FOR CONSTRUCTION: The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all 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 any contractual relationship between the Owner or the General Manager of Chevy Chase Country Club or Architect, and any Subcontractor or Sub-subcontractor.

C. THE WORK: The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

D. THE PROJECT: The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

E. EXECUTION, CORRELATION AND INTENT: The Contract Documents shall be signed, in not less than duplicate, by the Owner and Contractor. If either the Owner or the Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the General Manager of Chevy Chase Country Club shall identify such Documents.

F. SITE VISITATION: By executing the Contract, the Contractor represents that the Contractor has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his/her observations with the requirements of the Contract Documents.

G. INTENT OF THE CONTRACT DOCUMENTS: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.

H. OWNERSHIP AND USE OF DOCUMENTS: All Drawings, Specifications and copies thereof furnished by the General Manager of Chevy Chase Country Club are and shall remain his property. They are to be used only with respect to this project and are not to be used on any other project. Submission or distribution to meet requirements in connection with the Project is not to be construed as publication in derogation of the General Manager of Chevy Chase Country Club's common law copy-right or other reserved rights.

I. PRECEDENCE OF DOCUMENTS: The Contract Documents shall be given precedence in the following order, provided they are in existence at the time of the execution of the Contract: 1. Owner-Contractor Agreement; 2. Contractor's Proposal; 3. Instructions to Bidders; 4. Technical Specifications; 5. Conditions of Contract; 6. Detail Drawings; 7. Large Scale Drawings; 8. General Drawings.

J. DIMENSIONS ON DRAWINGS: The General and Detail Drawings are fully figured and dimensioned, and these figures are to be followed without regard to scaled measurements from Drawings. If figures have been omitted, or if a marked discrepancy exists between figures and scale, the question shall be referred to the General Manager of Chevy Chase Country Club for his final decision.

II. GENERAL MANAGER OF CHEVY CHASE COUNTRY CLUB

A. DEFINITION: The General Manager of Chevy Chase Country Club is the person identified as such in the Owner-Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term General Manager of Chevy Chase Country Club means the General Manager of

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

Chevy Chase Country Club or his authorized representative. The General Manager of Chevy Chase Country Club may also be referred to as Landscape Architect in this document.

B. ADMINISTRATION OF THE CONTRACT: The General Manager of Chevy Chase Country Club will provide administration of the Contract as hereinafter described.

C. REPRESENTATION: The General Manager of Chevy Chase Country Club in conjunction with the Owner's staff, will be the Owner's representative during construction and until final payment is due. The General Manager of Chevy Chase Country Club will advise and consult with the Owner. The Owner's instructions to the Contract shall be forwarded through the General Manager of Chevy Chase Country Club or the Owner's staff.

D. SITE VISITATION: The General Manager of Chevy Chase Country Club will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the General Manager of Chevy Chase Country Club will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of his on-site observations as a General Manager of Chevy Chase Country Club, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

E. NON-RESPONSIBILITIES: The General Manager of Chevy Chase Country Club will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The General Manager of Chevy Chase Country Club will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors or any of their agents or employees, or any other persons performing any of the Work.

F. SITE ACCESS: The General Manager of Chevy Chase Country Club shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the General Manager of Chevy Chase Country Club may perform his functions under the Contract Documents.

G. ISSUE OF CERTIFICATES FOR PAYMENT: Based on the General Manager of Chevy Chase Country Club's observations and an evaluation of the Contractor's Applications for Payment, the General Manager of Chevy Chase Country Club will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in Paragraph IX R.

H. INTERPRETER OF REQUIREMENTS: The General Manager of Chevy Chase Country Club will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor.

I. INTERPRETER FOR EXECUTION OF WORK: The General Manager of Chevy Chase Country Club will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the General Manager of Chevy Chase Country Club for such interpretations.

J. INTERPRETER OF CLAIMS: Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred initially to the General Manager of Chevy Chase Country Club for decision which he will render in writing within a reasonable time.

K. INTERPRETATIONS AND DECISIONS: All interpretations and decisions of the General Manager of Chevy Chase Country Club shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In his capacity as interpreter and judge, he will endeavor to secure faithful performance by both the Owner and the Contractor, will not show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

L. ARTISTIC EFFECT: The General Manager of Chevy Chase Country Club's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

M. Intentionally Omitted.

N. REJECTION OF WORK: The General Manager of Chevy Chase Country Club will have authority to reject Work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Paragraph VII H whether or not such Work be then fabricated, installed or completed. However, neither the General Manager of Chevy Chase Country Club's authority to act under this paragraph N, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the General Manager of Chevy Chase Country Club to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

O. CHANGE ORDERS: The General Manager of Chevy Chase Country Club will prepare Change Orders in accordance with XII CHANGES IN THE WORK, and will have authority to order minor changes in the Work as provided in Paragraph XII G.

P. CONSTRUCTION REVIEW: The General Manager of Chevy Chase Country Club will review construction to determine the dates of Substantial Completion and Final Completion, will receive and forward to the Owner for the Owner's review written documents required by the Contract and assembled by the Contractor, and will issue a final certificate of payment upon compliance with the requirements of Paragraph IX P.

III. OWNER

A. DEFINITION: The Owner is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized representative.

B. SURVEYS: The Owner shall furnish all surveys describing the physical characteristics, legal limitations and utility locations for the site of the Project and a legal description of the site.

C. INFORMATION: Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

D. DRAWINGS AND SPECIFICATIONS: Unless otherwise provided in the Contract Documents, the Contractor will be furnished free of charge all copies of Drawings and Specifications reasonably necessary for the execution of the Work.

E. INSTRUCTIONS: The Owner shall forward all instructions to the Contractor through the General Manager of Chevy Chase Country Club, or if instructions are given directly to the Contractor, the Owner shall notify the General Manager of Chevy Chase Country Club.

F. DUTIES: The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to work by Owner or by Separate Contractors, Payments and Completion, and Insurance in Articles VI, IX and XI, respectively.

G. OWNER'S RIGHT TO STOP THE WORK: If the Contractor fails to correct defective Work as required by Paragraphs XIII--C and D or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any 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 Paragraph VI C.

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

IV. CONTRACTOR

A. **DEFINITION:** The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

B. **REVIEW OF CONTRACT DOCUMENTS:** The Contractor shall carefully study and compare the Contract Documents and shall at once report to the General Manager of Chevy Chase Country Club any error, inconsistency or omission he may discover. The Contractor shall not be liable to the Owner or the General Manager of Chevy Chase Country Club for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

C. **SUPERVISION AND CONSTRUCTION PROCEDURES:** The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

D. RESPONSIBILITY FOR ACTS AND OMISSIONS:

1. The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

2. The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the General Manager of Chevy Chase Country Club in his administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph VII G by persons other than the Contractor.

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

F. **DISCIPLINE:** The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

G. **WARRANTY:** The Contractor warrants to the Owner and the General Manager of Chevy Chase Country Club that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the General Manager of Chevy Chase Country Club, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

H. **TAXES:** The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet affective.

I. **LAWS AND REGULATIONS:** The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

J. APPLICABLE LAWS AND STATUTES: It is not the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the General Manager of Chevy Chase Country Club in writing, and any necessary changes shall be accomplished by appropriate Modification.

K. NOTIFICATION OF LAWS: If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

L. SUPERINTENDENT: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

M. PROGRESS SCHEDULE: The Contractor, immediately after being awarded the Contract shall prepare and submit for the Owner's and Architect's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

N. DOCUMENTS AND SAMPLES AT THE SITE: The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to the General Manager of Chevy Chase Country Club and shall be delivered to him for the Owner upon completion of the Work.

O. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES:

1. Shop Drawings are drawings, diagrams, schedules and other data specifically prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

2. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

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

P. REVIEW OF SHOP DRAWINGS AND SAMPLES: The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

Q. APPROVAL AND SUBMISSION: By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

R. OR EQUAL CLAUSE: Certain items of materials are specified in these specifications by proprietary name. Where the clause "or equal" or "or equal to" is used in connection with such specifications, they are so used in recognition of the fact that equally good and functionally similar items are on the market. Should the Contractor desire to make substitution under this clause, he shall submit in writing to the General Manager of Chevy Chase Country Club his request for approval of such substitution, together with such specifications, descriptive literature and samples as the General Manager of Chevy Chase Country Club may require. If the General Manager of Chevy Chase Country Club determines that the required equality exists, he will give written authorization to the Contractor

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

to make the requested substitution. Otherwise the name article shall be used, without substitution. Where the "or Equal" clause is not used, the name article will be used.

S. USE OF SITE: The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

T. CLEANING UP: The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.

U. FAILURE TO CLEAN UP: If the Contractor fails to clean up at the completion of the Work, the Owner may do so and the cost thereof shall be charged to the Contractor.

V. COMMUNICATIONS: The Contractor shall forward all communications to the Owner through the General Manager of Chevy Chase Country Club.

W. ROYALTIES AND PATENTS: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the General Manager of Chevy Chase Country Club.

X. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the General Manager of Chevy Chase Country Club and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, providing that any such claim, damage, loss or expenses (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph X.

Y. CLAIMS AND LIMITATIONS: In any and all claims against the Owner or the General Manager of Chevy Chase Country Club or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph Y shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or under employee benefit acts.

Z. OBLIGATIONS: The obligations of the Contractor under this Paragraph Z shall not extend to the liability of the General Manager of Chevy Chase Country Club, his agents or employees, arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

V. SUBCONTRACTORS

A. DEFINITION: A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor does not include any separate contractor or his subcontractors.

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

B. SUB-SUBCONTRACTORS: A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

C. AWARD OF SUBCONTRACTORS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK: Unless otherwise required by the Contract Documents or the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Owner and the General Manager of Chevy Chase Country Club in writing the names of the persons or entities proposed for each of the principal portions of the Work. The General Manager of Chevy Chase Country Club will promptly reply to the Contractor in writing stating whether or not the Owner or the General Manager of Chevy Chase Country Club, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or General Manager of Chevy Chase Country Club to reply promptly shall constitute notice of no reasonable objection.

D. NO CONTRACT CONSIDERATIONS: The Contractor shall not contract with any such proposed person or entity to whom the Owner or the General Manager of Chevy Chase Country Club has made reasonable objection under the provisions of Subparagraph V - C. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

E. NO SUBSTITUTION CONSIDERATIONS: The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if the Owner or General Manager of Chevy Chase Country Club makes reasonable objection to such substitution.

F. SUBCONTRACTUAL RELATIONS: By an appropriate agreement, written where legally required for validity, 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 the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Documents, assumes toward the Owner and the General Manager of Chevy Chase Country Club. Said agreement shall preserve and protect the rights of the Owner and the General Manager of Chevy Chase Country Club under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-subcontractor.

VI. WORK BY OWNER OR BY SEPARATE CONTRACTORS

A. OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS: The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portion of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents. Also see Supplementary Conditions, paragraph G.

B. SEPARATE CONTRACTS: When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

C. COORDINATION OF WORK: The Owner will provide for the coordination of the work of his own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith as provided in Paragraph VI D. Also see Supplementary Conditions, paragraph G.

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

D. MUTUAL RESPONSIBILITY:

1. If any part of the Contractor's Work depends for proper execution of results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the General Manager of Chevy Chase Country Club any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the Owner's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

2. Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

3. Should the Contractor wrongfully cause damage to the work or property of the Owner, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Paragraph X E.

4. Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreements, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Owner's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

E. OWNER'S RIGHT TO CLEAN UP: If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Paragraph IV T and IV U, the Owner may clean up and charge the cost thereof to the contractors responsible therefore as the General Manager of Chevy Chase Country Club shall determine to be just.

VII. MISCELLANEOUS PROVISIONS

A. GOVERNING LAW: The Contract shall be governed by the law of the place where the Project is located.

B. SUCCESSORS AND ASSIGNS: The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

C. WRITTEN NOTICE: Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered mail or certified mail to the last business address known to him who gives the notice.

D. CLAIMS FOR DAMAGES: Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

E. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND: The Owner shall have the right to require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder if and as required in the Bidding Documents or in the Contract Documents.

F. RIGHTS AND REMEDIES:

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

1. The duties and obligations imposed by the Contract Documents and the right and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

2. No action or failure to act by the Owner, General Manager of Chevy Chase Country Club or Contractor shall constitute a waiver or any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

G. TESTS: If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the General Manager of Chevy Chase Country Club timely notice of its readiness so the General Manager of Chevy Chase Country Club may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals.

H. SPECIAL INSPECTION:

1. If the General Manager of Chevy Chase Country Club determines that any Work requires special inspection, testing, or approval which Paragraph VII G does not include, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Paragraph VII G. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation of the General Manager of Chevy Chase Country Club's additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

2. Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Architect.

VIII. TIME

A. DEFINITION: Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Paragraph VIII C, including authorized adjustments thereto.

B. COMMENCEMENT OF THE WORK: The date of commencement of the Work is the date established in the Owner-Contractor Agreement or such other date as may be established therein. This date is anticipated to be on or about January 2, 2012.

C. SUBSTANTIAL COMPLETION: The date of substantial completion of the Work is the Date certified by the General Manager of Chevy Chase Country Club when construction is complete, in accordance with the Contract Documents, so the Owner can occupy the Work or designated portion thereof for the use for which it is intended. This date is anticipated to be on or about February 10, 2012.

D. DAY: The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

E. PROGRESS AND COMPLETION: All time limits stated in the Contract Documents are of the essence of the Contract.

F. DELAYS AND EXTENSIONS OF TIME: If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or the General Manager of Chevy Chase Country Club, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by any other

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

cause which the General Manager of Chevy Chase Country Club determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the General Manager of Chevy Chase Country Club may determine.

G. REQUEST FOR EXTENSION OF TIME: Any claim for extension of time shall be made in writing to the General Manager of Chevy Chase Country Club not more than three (3) days after the commencement of the delay; otherwise it shall be waived. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

H. RECOVERY OF DAMAGES: The Paragraph does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

IX. PAYMENTS AND COMPLETION

A. CONTRACT SUM: The Contract Sum is stated in the Owner-Contractor Agreement and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

B. PARTIAL PAYMENTS: The Contractor shall, prior to the thirtieth (30th) day of each month, submit an invoice in accordance with the amount of work performed and the value of the work in accordance with the Contract Prices.

C. APPLICATIONS FOR PAYMENT: At least five (5) days before the date for each progress payment, the Contractor shall submit to the General Manager of Chevy Chase Country Club an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner or the General Manager of Chevy Chase Country Club may require, and reflecting retainage of ten percent (10%), as provided elsewhere in the Contract Documents.

D. SUBSTANTIATING DATA: The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in IX - PAYMENTS AND COMPLETION as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or any encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

E. INVOICE SUBMITTAL: All invoices and waivers of lien shall be submitted in duplicate, made out to the Owner but sent to the General Manager of Chevy Chase Country Club for consideration and approval. With each invoice, the Contractor shall include waivers-of-lien from all parties concerned, and voucher tickets for verification of any bulk materials delivered to the site.

F. CERTIFICATES FOR PAYMENT:

1. The General Manager of Chevy Chase Country Club will promptly issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the General Manager of Chevy Chase Country Club determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Paragraph IX - M.

2. The issuance of a Certificate for Payment will constitute a representation by the General Manager of Chevy Chase Country Club to the Owner, based on his observations at the site as provided in Paragraph II - D, and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the General Manager of Chevy Chase Country Club shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

G. PERCENTAGE WITHHELD: Upon Invoice Approval, the General Manager of Chevy Chase Country Club will certify up to ninety percent (90%) of the total Construction Contract. The Owner will pay net amount, less sums previously paid within thirty (30) days of certification.

H. PROGRESS PAYMENTS: After the General Manager of Chevy Chase Country Club has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.

I. PAYMENT TO SUBCONTRACTOR: The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

J. PERCENTAGES OF COMPLETION: The General Manager of Chevy Chase Country Club may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the General Manager of Chevy Chase Country Club on account of Work done by such Subcontractor.

K. OBLIGATIONS: Neither the Owner nor the General Manager of Chevy Chase Country Club shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

L. ACCEPTANCE: No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

M. PAYMENTS WITHHELD: The General Manager of Chevy Chase Country Club may decline to certify payment and may withhold his Certificate in whole or in part, to the extent necessary reasonably to protect the Owner, if in his opinion he is unable to make representations to the Owner as provided in Paragraph IX F. If the General Manager of Chevy Chase Country Club is unable to make representations to the Owner as provided in Paragraph IX F and to certify payment in the amount of the Application, he will notify the Contractor as provided in Paragraph IX F. If the Contractor and the General Manager of Chevy Chase Country Club cannot agree on a revised amount, the General Manager of Chevy Chase Country Club will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the Owner. The General Manager of Chevy Chase Country Club may also decline to certify payment or, because of subsequently discovered evidence of subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner for loss because of:

1. defective work not remedied,
2. third party claims filed or reasonable evidence indicating probable filing of such claims,
3. failure of the Contractor to make payments properly to Subcontractors or 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 of another contractor,
6. reasonable evidence that the Work will not be completed within the Contract Time, or
7. persistent failure to carry out the Work in accordance with the Contract Documents.

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

N. PAYMENTS FOR AMOUNTS WITHHELD: When the above grounds in Paragraph IX - M are removed, payment shall be made for amounts withheld because of them.

O. FAILURE OF PAYMENT: If the General Manager of Chevy Chase Country Club does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven (7) days after the date established in the Contract Documents any amount certified by the General Manager of Chevy Chase Country Club or awarded by arbitration, then the Contractor may, upon seven (7) additional days' written notice to the Owner and the General Manager of Chevy Chase Country Club, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph XII - F.

P. FINAL COMPLETION AND FINAL PAYMENT: Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the General Manager of Chevy Chase Country Club will promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue a Final Certificate for Payment, which will include the ten percent (10%) retainer withheld from previous invoices.

Q. Intentionally Omitted.

R. DELAY OF COMPLETION: If final completion is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the General Manager of Chevy Chase Country Club confirms, the Owner shall, upon application by the Contractor and certification by the General Manager of Chevy Chase Country Club, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainer stipulated in the Contract Documents, and if bonds have been furnished as provided in Paragraph VII - E, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the General Manager of Chevy Chase Country Club prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

S. EXCEPTIONS TO WAIVERS: The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

1. unsettled liens,
2. faulty of defective Work appearing after Substantial Completion,
3. failure of the Work to comply with the requirements of the Contract Documents, or
4. terms of any special warranties required by the Contract Documents.

T. ACCEPTANCE OF FINAL PAYMENT AS WAIVER: The acceptance of final payment as waiver shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

X. PROTECTION OF PERSONS AND PROPERTY

A. SAFETY PRECAUTIONS AND PROGRAMS: The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

B. SAFETY OF PERSONS AND PROPERTY: The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

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

C. SAFEGUARDS: The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

D. STORAGE: When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

E. REMEDY OF DAMAGES: The Contractor shall promptly remedy all damage or loss to any property referred to in X B-2 and X B-3 caused in whole or in part by the Contractor, any Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under X B-2 and X B-3 except damage or loss attributable to the acts or omissions of the Owner or General Manager of Chevy Chase Country Club 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 his obligations under Paragraph IV X.

F. PREVENTION OF ACCIDENTS: The Contractor shall designate a responsible member of his 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 the General Manager of Chevy Chase Country Club.

G. LOADS: The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

H. EMERGENCIES: In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Paragraph XII, for Changes in the Work.

XI. INSURANCE

A. CONTRACTOR'S LIABILITY INSURANCE: The Contractor shall purchase and maintain such insurance as will protect him from claims as set forth below when such claims may arise out of, or result from the Contractor's operations under the contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

1. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. claims for damages because of bodily injury, sickness or disease or death of any person other than his employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained a.) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or b.) by any other person.

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. LIMITS OF LIABILITIES: The insurance required by Paragraph XI A shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater.

C. CONTRACTUAL LIABILITY INSURANCE: The insurance required by Paragraph XI A shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph IV X.

D. FILING CERTIFICATES: Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner.

E. WAIVER OF RIGHTS: The Owner and Contractor waive all rights against:

1. each other and Subcontractors, sub-subcontractors, agents and employees each of the other, and

2. the General Manager of Chevy Chase Country Club and separate contractors, if any, and their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Paragraph E, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The foregoing waiver afforded the General Manager of Chevy Chase Country Club, his agents or employees shall not extend to the liability imposed by Paragraph IV Z. The Owner or the Contractor, as appropriate shall require of the General Manager of Chevy Chase Country Club, separate Contractors, Subcontractors, and Sub-subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this Paragraph E.

F. OCCUPATION PRIOR TO COMPLETION: If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy or use shall not be unreasonably withheld.

XII. CHANGES IN THE WORK

A. CHANGE ORDERS: A Change Order is a written order to the Contractor signed by the Owner or the General Manager of Chevy Chase Country Club, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

B. CHANGES IN THE WORK: The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be by authorized Change Order, and shall be performed under the applicable conditions of the Contract Documents.

C. COST OR CREDIT: The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

1. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation:

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

2. by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

D. CONCEALED CONDITIONS: Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions.

F. CLAIMS FOR ADDITIONAL COST: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the General Manager of Chevy Chase Country Club written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Paragraph X H. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the General Manager of Chevy Chase Country Club. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

G. MINOR CHANGES IN THE WORK: The General Manager of Chevy Chase Country Club will give authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

XIII. UNCOVERING AND CORRECTION OF WORK

A. UNCOVERING OF WORK: If any portion of the Work should be covered contrary to the request of the General Manager of Chevy Chase Country Club or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the General Manager of Chevy Chase Country Club, be uncovered for his observation and shall be replaced at the Contractor's expense.

B. PAYMENT: If any other portion of the Work has been covered which the General Manager of Chevy Chase Country Club has not specifically requested to observe prior to being covered, the General Manager of Chevy Chase Country Club may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate contractor as provided in VI. WORK BY OWNER OR BY SEPARATE CONTRACTORS, in which event the Owner shall be responsible for the payment of such costs.

C. CORRECTION OF WORK: The Contractor shall promptly correct all Work rejected by the General Manager of Chevy Chase Country Club as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the General Manager of Chevy Chase Country Club's additional services made necessary thereby.

D. CORRECTION OF DEFECTIVE WORK: If, within one year after the Date of Completion of the Work or designated portion thereof or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

E. REMOVAL: The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Paragraphs IV G, XIII C and XIII D, unless removal is waived by the Owner.

F. CORRECTION BY OWNER: If the Contractor fails to correct defective or non-conforming Work as provided in Paragraphs IV G, XIII C, and XIII D, the Owner may correct it.

G. COST OF DAMAGES: The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.

H. PERIOD OF LIMITATION: Nothing contained in Paragraphs XIII C, XIII D, XIII E, XIII F and XIII G shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph IV G hereof. The establishment of the time period of one (1) year after the Date of Substantial Completion or such longer period of time as may be prescribed by law relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his 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 his obligations other than specifically to correct the Work.

I. ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK: If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

XIV. TERMINATION OF THE CONTRACT

A. TERMINATION BY THE CONTRACTOR: If the Work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty (30) days by the Contractor because the General Manager of Chevy Chase Country Club has not issued a Certificate for Payment as provided in Paragraph IX O, or because the Owner has not made payment thereon as provided in Paragraph IX O, the Contractor may, upon seven (7) additional days' written notice to the Owner and the General Manager of Chevy Chase Country Club, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

B. TERMINATION BY THE OWNER: If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the General Manager of Chevy Chase Country Club that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and his surety, if any, forty-eight (48) hours written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

C. UNPAID BALANCE OF THE CONTRACT SUM: If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the General Manager of Chevy Chase Country Club's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner, upon application in the manner provided in Paragraph IX - E, and this obligation for payment shall survive the termination of the Contract.

XV. 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 seven-day period after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such a seven-day period give the Contractor a second written notice to correct such deficiencies with second seven-day period. If the Contractor within such second seven-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the General Manager of Chevy Chase Country Club' additional services and expenses made necessary by such default, neglect or failure, Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the General Manager of Chevy Chase Country Club. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

End of section

SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS

SUPPLEMENTS: The following supplements modify, change, delete from or add to the Contract Documents. Where any Paragraph of the General Conditions is modified or any Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Paragraph, Subparagraph or Clause shall remain in effect.

A. PROGRESS AND COMPLETION

1. The work embraced in this Contract shall begin as specified in the Instructions to Bidders, IB-1, Paragraph "N."

Working Hours: At the request of the Owner, the Contractor shall schedule all construction on the site to commence after 7:00 am and before 5:00 pm throughout the course of construction. Contractors shall be mindful of the activities and events within the facility and avoid disruption to such.

2. Work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for completion of the Work described herein is a reasonable time for the completion of the Work, taking into consideration the average climatic range and the work to be completed by the Owner.

B. INSURANCE

1. The Certificate of Insurance as required by the General Conditions of the Contract for Construction shall be submitted to the Owner as specified. The Contractor shall cause to have an endorsement contained naming the Owner and the General Manager of Chevy Chase Country Club as an additional named insured. Insurance required by the Paragraph shall be written with an insurance company having at least an "A" First Division of ratings and "AAA" Second Division Ratings as listed in the Best's Insurance Guide, latest edition. Also see page CC- 1 paragraph B.

2. During the term of the Contract, the Contractor shall, at his own expense, purchase and maintain insurance in accordance with the General Conditions of the Contract for Construction and as follows:

a) Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. Any insurance or self-insurance maintained by the Owner shall be excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

b) Continuing Completed Operations Liability Insurance

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$5,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

c) Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

d) Workers' Compensation Insurance

Contractor shall maintain workers' compensation as required by statute and employers liability insurance. The commercial umbrella and/or employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

e) General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of this Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

f) **Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except

**Northside Park Site Development
Wheeling Park District / Planning & Development**

to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

C. PERMITS

The Contractor shall be responsible for applying for and securing all local, county, state and federal permits as required by governing agencies. The cost of such permits will be paid by the Wheeling Park District either directly to the governing agencies or as a direct reimbursable to the Contractor.

D. CLEANING UP THE CONSTRUCTION SITE

1. The construction site must be kept reasonable neat and free of materials which could cause an accident.
2. The Contractor is expected to clean up the site:
 - a. at the end of each work day
 - b. at the completion of each area
 - c. at the completion of the Contract.

E. COMPLIANCE WITH CONSTRUCTION CODES

Compliance with the following construction codes is a requirement of these Contract Documents, and the Contractor shall include provisions of such code(s) in his bid, whether or not such code(s) are specifically referenced in the documents. It shall be the bidder's responsibility and that of his Subcontractors to familiarize himself with the following codes and to include compliance provisions in his bid.

- 1) BOCA NATIONAL BUILDING CODE (latest revision)
(With Amendments)
- 2) BOCA NATIONAL MECHANIC CODE (latest revision)
(With Amendments)
- 3) BOCA NATIONAL FIRE PROTECTION CODE (latest revision)
(With Amendments)
- 4) CABO ONE AND TWO FAMILY DWELLING CODE (latest revision)
(With Amendments)
- 5) N.E.C. NATIONAL ELECTRIC CODE (latest revision)
- 6) STATE OF ILLINOIS PLUMBING CODE (latest revision)
(With Amendments)
- 7) BOCA NATIONAL PROPERTY MAINTENANCE CODE (latest revision)
(With Amendments)

End of section

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

**SPECIAL PROVISIONS
SECTION 01000**

SUMMARY OF WORK: The work under the Contract shall consist of those items designated in the drawings and as specified in the Agreement between the Owner and the Contractor and also as specified in the following divisions (Technical Specifications).

It is the intention of these specifications to supply the Contractor with all of the information necessary for a complete and operational development.

Technical Specifications may make reference to specific manufacturer's products or they may make reference to specific performance requirements. The Technical Specifications used throughout these documents are absolute minimum requirements and under no circumstances will bids be accepted which do not meet these minimum requirements.

Reference will be made throughout the Contract Documents to the following Technical Specifications. It shall be the Contractor's responsibility to have on hand at least one copy of the Technical Specifications at all times for easy reference by himself and for Subcontractors the following:

1. (SSRBC): Standard Specifications for Road and Bridge Construction. Published by the Illinois Department of Transportation, most current edition or as noted in the Technical Specifications.

2. (BOCA): The BOCA Building Code, published by the Building Officials & Code Administrator's International, Inc., 17926 South Holland Street, Homewood, IL 60430.

3. (ASTM): The American Society for Testing and Materials, published by the American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103.

4. (ANSI): The American National Standards Institute, published by the American National Standards Institute. Inc., 1430 Broadway, New York, NY 10018.

5. Other referenced standards of the industry and as specified in the Technical Specifications.

PROJECT MEETINGS: Prior to execution of the Agreement between the Owner and the Contractor, a meeting will be scheduled in order that the Owner and Contractor may discuss any requirements of the Contract Documents which need clarification, and to discuss the construction schedule. Various other meetings may be scheduled by the Owner throughout the duration of the Contract in order to discuss or to point out certain aspects of the work under Contract.

SUBMITTALS AND SUBSTITUTIONS

MANUFACTURER'S LITERATURE pertaining to: 1) Installation procedures, 2) Maintenance information, 3) Warranty/guaranty information shall all be submitted prior to ordering materials when asked for by the Owner or General Manager of Chevy Chase country club.

SHOP DRAWINGS may be required by the Owner or General Manager of Chevy Chase country club for the installation of certain materials or equipment. Shop Drawings shall be approved by the General Manager of Chevy Chase country club prior to installation, and "as-built" drawings shall be supplied to the Owner by the Contractor as required by the Owner.

SUBSTITUTIONS may be made only upon the Contractor's receiving written approval from the General Manager of Chevy Chase country club for such substitutions. This requirement applies to all items referred to as "or equal" and "or approved equal" in the drawings or specifications.

Chevy Chase Country Club Multimedia Project Wheeling Park District

TIMING AND SUBMITTALS shall be made far enough in advance for the Owner's and General Manager of Chevy Chase country club's review and approval and for the Contractor's revisions and resubmittals and for placing orders or for securing deliveries. Allow at least ten (10) working days for review of all items.

DELAYS which occur as the result of tardiness in receipt of submittals will not be an acceptable basis for extension of the Contract completion date.

GENERAL MANAGER OF CHEVY CHASE COUNTRY CLUB OR OWNER'S REVIEW shall not constitute a complete check but shall be an attempt to guard the Owner against errors and omissions in the work under the Contract. It shall in no way relieve the Contractor of his responsibilities under the Contract.

PROTECTION OF EXISTING FACILITIES

LOCATING EXISTING UTILITIES shall be the responsibility of the Contractor. He shall notify all utilities of his intention to perform contracted work on the site and shall meet with utility company personnel on-site to review the work with them. The Contractor shall not commence with the work until all utilities have been located.

RESPONSIBILITY FOR INJURY, DAMAGE OR DEATH as a result of disruption of existing utilities shall be the Contractor's. He shall have adequate insurance coverage as specified in the Agreement between Owner and Contractor, and he shall replace or repair utilities at his own expense if disruption occurs.

EXISTING FACILITIES shall not be disturbed in any way during work under the Contract except as specified in the drawings and Technical Specifications. It shall be the responsibility of the Contractor to replace or repair any damage which may accidentally occur at his expense. All repairs and/or replacement shall occur before final acceptance.

EXISTING LANDSCAPING including existing trees, shrubs, lawns shall be adequately protected by the Contractor so as to avoid destruction and/or damage to them as a result of operations under this Contract. Trees, shrubs, lawns destroyed by negligence of the Contractor or any of his employees or subcontractors shall be replaced at the expense of the Contractor. Replacement stock shall be similar in size or age, shall be planted or installed during the proper season and shall be subject to the approval of the Owner and General Manager of Chevy Chase country club.

MEASUREMENT

DIMENSIONS of new facilities have been indicated in the drawings or have been specified in the Contract Documents. For all practical purposes, these shall be the exact dimensions of the facilities as built unless otherwise approved by the Owner or General Manager of Chevy Chase country club. All new construction shall be square, level, and/or plumb as appropriate and only the most precise and accurate craftsmanship shall be accepted for all work.

LAND ELEVATIONS may have been specified throughout the Contract Documents. These shall be met to insure that the most precise installation possible has been completed and to insure proper drainage and safety of facility users. The Contractor shall use only the most precise surveying equipment for elevational measurements. The General Manager of Chevy Chase country club may deem it necessary to check these elevations during the course of construction.

CLEANING

SAFETY AND PROGRESS CLEANING. The Contractor shall be responsible for safety cleaning and for progress cleaning which shall include, but is not limited to the following: Keeping work areas free of dirt and rubbish; back filling progressively after underground utility or other construction; removing spills of oil, grease, or other liquids immediately and sprinkling with sand.

Chevy Chase Country Club Multimedia Project Wheeling Park District

FINAL CLEANING shall occur prior to final construction review. The Contractor shall perform a final cleaning so as to put all work and surroundings in a neat, finished condition which is ready for final acceptance and for the use intended.

FINAL CONSTRUCTION REVIEW

THE WORK shall be reviewed by the General Manager of Chevy Chase country club. The Contractor shall give at least 48 hours notice before the review is to occur. The finished work shall comply with all of the requirements of these Contract Documents and the facility shall be ready for the Owner to use in the manner which it was intended.

A PUNCH LIST shall be prepared by the General Manager of Chevy Chase country club in order that the Contractor is made aware of any items which do not comply with the Contract Documents. All of the items on the punch list shall be remedied prior to final payment.

FINAL PAYMENT shall be made only after the following items have been completed by the Owner or the Contractor:

1. The Contractor shall complete the work in compliance with the Contract Documents.
2. The Contractor shall notify the General Manager of Chevy Chase country club that the work has been completed in compliance with the Contract Documents and that it is ready for final review.
3. The General Manager of Chevy Chase country club shall prepare a punch list identifying any work items which do not comply with the Contract Documents.
4. The Contractor shall submit to the Owner a request for payment (form shall be supplied by the General Manager of Chevy Chase country club) and all of the required items shall be completed on the form including but not limited to: a) waivers of lien, b) affidavits, c) sworn statements, d) any other items which the Owner, the General Manager of Chevy Chase country club or the Owner's attorney may deem necessary. The Contractor shall submit completed forms and other requirements to the General Manager of Chevy Chase country club at least ten (10) days prior to payment or more, if formal approval is necessary by the Owner's governing body.
5. The Contractor shall demonstrate to the Owner or General Manager of Chevy Chase country club that all items identified on the punch list have been remedied and that all requirements of the Contract have been met.
6. Payments may be subject to the Owner's attorney's review and approval. The Contractor shall submit requests for payment to the Owner with sufficient time to complete such review.

MISCELLANEOUS REQUIREMENTS

BUILDING CODE. It shall be the responsibility of the Contractor to comply with the building code governing the city, township, county, village etc. within which the project site is located whether or not the requirements stated therein have been mentioned in the Contract Documents. The Contractor shall review all proposed work prior to submitting his bid, and shall bring any non-compliance to the attention of the General Manager of Chevy Chase country club. No additional compensation shall be given to the Contractor for work which is changed under this Contract in order to comply with the building code. If the governing body has not adopted a building code, the code for which the Contractor is responsible for following is the BOCA specified above in these Technical Specifications.

End of Section- 01000

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

**SUMMARY OF WORK
SECTION 01010**

Part I General

1.1 Related Documents

Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this section.

1.2 Work Covered by Contract Documents

The Project includes the following: providing and installing all the audio visual equipment hardware and software as necessary to operate and control the system, as well as all other work as necessary to complete the project as described in the Project Manual.

A.

1. Project Location: Chevy Chase Country Club
1000 N. Milwaukee Avenue
Wheeling, IL 60090

2. Owner: Wheeling Park District
333 W. Dundee Road
Wheeling, IL 60090

B. Contract Documents, dated **December 8, 2011** were prepared for the project by:
Wheeling Park District
333 W. Dundee Road
Wheeling, IL 60090
847.465.3333

1.3 Contractor Use of Premises

A. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated and in accordance with the General Manager of Chevy Chase Country Club's instructions. Do not disturb positions of the site beyond the areas in which the Work is indicated.

1. Owner Occupancy: Allow for Owner occupancy and use by the public.

2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B. Operations affecting existing work:

1. Operations affecting existing work shall be conducted with care not to damage work which is to remain in place. All existing work damaged by Contractor's operations shall be rectified promptly without additional cost to the Park District, using materials of type, size, thickness and finish corresponding to those of adjacent similar work. This includes all utilities adjacent to work.

2. Where existing work is changed or where new work abuts, adjoins and connects to existing work, the existing work shall be altered as necessary, joined and connected in a substantial and workmanlike manner.

1.4 Occupancy Requirements

A. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

1. The General Manager of Chevy Chase Country Club will prepare a Certificate of Substantial Completion for each specific portion of the work to be occupied prior to Owner occupancy.
2. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions of the site, subject to maintenance and guarantee provisions of the contract.

End of Section - 01010

**SECTION 16000
ELECTRICAL**

Part I - General

1.1 Description of Work

- A. Mentioned in these specifications, indications or reasonable implications on drawings whereby articles, materials, operations or methods related to electrical wiring are noted, specified, drawn or described thereby requires that this contractor shall execute each such item of work mentioned, noted, specified, drawn or described and shall provide labor, materials, equipment and appurtenances required for execution of such work.

1.2 Related Sections

16050 Electrical Methods and Materials, 16130 Raceway & Boxes, 16452 Grounding, 16522 AV Equipment

1.3 Applicable Codes and Standards:

- A. Codes:
 - 1. Local Building Code
 - 2. National Electrical Code
 - 3. Occupational Safety and Health Administration (OSHA)
 - 4. Other applicable local codes and ordinances
- B. Standards:
 - 1. American National Standards Institute (ANSI)
 - 2. American society for Testing and Materials (ASTM)
 - 3. Certified Ballast Manufacturers (CBM)
 - 4. Electrical Testing Laboratories (ETL)
 - 5. Illuminating Engineering Society of North America (IESNA)
 - 6. Institute of Electrical and Electronics Engineers (IEEE)
 - 7. National Electrical Manufacturers Association (NEMA)
 - 8. National Fire Protection Association (NFPA)
 - 9. Underwriters' Laboratories, Inc. (UL)
- C. The installation shall comply with all laws applying to electrical installation in effect and with the codes listed above.
- D. The contractor shall secure all necessary building permits and certificates of inspection for all equipment included in this specification as required. All fees and assessments in connection therewith shall be paid for by the contractor and included in his bid.

1.4 Submittals:

- A. Shop Drawings: Submit to the landscape architect for review detailed, dimensioned shop drawings for electrical work to be performed. These drawings shall be new drawings prepared by the contractor and shall not be reproductions or tracings of the landscape architect's drawings. In preparing shop drawings, establish lines and levels for the work specified and check the drawings to avoid interference with structural features and other work. Immediately call to the attention of the landscape architect any conflicts for clarification in writing. No portion of the work requiring shop drawing or sample submission shall be commenced until submission has been reviewed by the landscape architect. All such portions of the work shall be in accordance with approved shop drawings and samples.
- B. Manufacturers' Literature: Manufacturers' literature and data sheets shall be submitted for all equipment indicating the necessary installation dimensions, weights, materials, and performance information. Literature and data sheets may be provided by standard sales sheets marked to indicate the specific equipment provided.
- C. Guarantee: The contractor shall provide a guarantee for electrical work in accordance with the requirements of the contract documents.
- D. Operation and Maintenance Instruction: The contractor shall furnish data covering model, type, serial numbers, maintenance and operation of each major type of equipment in accordance with the requirements of the contract documents.

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

1.5 Housekeeping:

- A. The contractor shall be responsible for keeping stocks of material and equipment stored on the premise in a neat and orderly manner.
- B. The exposed surfaces of conduit systems or equipment which have become covered with dirt, plaster, and other materials during handling and construction shall be thoroughly cleaned by the contractor before such surfaces are prepared for final finish, painting, or enclosed within the building structure.
- C. The contractor shall clean and maintain his portion of the work in accordance with the contractor documents.

1.6 Protection:

- A. The contractor shall keep all raceway and conduit system openings closed by means of plugs or caps to prevent the entrance of foreign matter, and cover all fixtures/luminaires, equipment and apparatus as required to protect them against dirt, water, chemical or mechanical damage both before and after installation.
- B. Plugs and caps shall be of such types as to prevent the transmission of water through any duct, conduit or raceway. Any fixtures/luminaires, equipment or apparatus damaged prior to final acceptance of the work shall be restored to its original condition or replaced by the contractor at no cost to the owner. At completion, fixtures/luminaires and equipment shall be thoroughly cleaned.

Part II - Materials

2.1 Supports:

- A. Individual hangers, trapeze hangers and riser clamps shall be provided for supporting exposed conduit, and all parts and hardware shall be zinc coated.
- B. Pipe straps and hanger rods shall be fastened to concrete by means of inserts or expansion bolts, to brickwork by means of expansion bolts, and to hollow masonry by means of toggle bolts. Wooden or plastic plugs and shields shall not be used for fastening pipe straps and hangers.

2.2 Conduit, Couplings and Fittings:

- A. Conduit shall be provided in standard 10' lengths, each length bearing the Underwriters' Laboratories label.
- B. Conduit shall not be smaller than 3/4" except where otherwise noted.
- C. Unless permitted or indicated otherwise, all interior conduits shall be rigid steel or intermediate metal conduit (IMC) with threaded fittings.
- D. Interior conduit 2" diameter or smaller not installed in wet locations and not subject to mechanical injury may be electrical metallic tubing (EMT).
- E. Conduit shall be concealed wherever possible or exposed as shown and/or noted on the drawings and as specified. All exposed conduit shall run parallel with building walls using right angle bends. Exposed diagonal runs of conduit shall not be permitted.
- F. Couplings, connectors and fittings shall be of types specifically designed and manufactured for the purpose. Where building construction or other conditions make it impossible to use standard threaded couplings, watertight unions shall be installed.
- G. Compression type connectors and couplings shall be installed where metallic tubing is used.
- H. Provide expansion fittings where conduit or tubing crosses building expansion joints.
- I. All conduits shall be secured to outlet boxes, junction boxes, or cabinets by placing locknuts on the outside of the box and locknuts and bushings on the inside of the box.
- J. Flexible or liquid tight conduit shall be used where indicated or required and shall be as manufactured by Appleton Electric or approved equal.

2.3 Wire and Cable:

- A. All exterior underground wiring shall be installed as indicated on the drawings and shall be of size and type noted. All underground wiring work from the service panel (s) to pole locations may be factory assembled cable in polyethylene ducts. The cable duct shall be extruded, high density polyethylene, Schedule 40 pipe per ASTM D2104 and NEMA TC7-1978 or as noted.
- B. The conductors shall be copper, stranded, with 600 v, Type THHN/THWN insulation. The assembly shall have sufficient flexibility for coiling and uncoiling.

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

- C. Manufacturer shall be the Odonite Co. or Collyer Co. (or approved equal) Cable-in-Conduit.
 - D. All wiring not used for underground application shall be Type THHN/THWN insulated for 75 degrees C. operation, routed in conduit or wireways.
 - E. All branch circuit wiring #8 AWG and smaller shall be factory color coded. Where conductors carry unlike voltage characteristics other than those noted and are installed in or pass through a common enclosure, such conductors shall be properly color coded.
 - F. Branch circuit taps and splices for conductors sizes #14 through #6 shall be made with approved solderless pressure spring connectors with insulators as manufactured by Minnesota Mining and Mfg. Co. (3M) or approved equal.
- 2.4 Outlet and Pullboxes:
- A. Boxes for exterior use shall be cast metal with threaded hubs complete with gasketed metal cover plate and spring hinged cap. Boxes shall be as manufactured by Appleton Electric or approved equal.
 - B. Pull boxes shall be of welded, hot-dipped galvanized steel construction sized to minimum code dimensions. All damaged galvanized surfaces shall be treated with a coat of aluminum paint prior to final finish with zinc primer and ANSI-61 gray enamel or manufacturer's standard finish.
- 2.5 Fuses:
- A. Furnish and install fuses as indicated in accordance with all applicable codes and UL requirements.
 - B. All fuses shall be Underwriters' Laboratories Listed RK-1 fuses having an interrupting rating of 200,000 amperes with a time-delay such that they will hold 500% rated current for a minimum of 10 seconds in all sizes. Fuses shall be as manufactured by Bussman Mfg. Co. or approved equal.
 - C. A minimum of three spare fuses of each size and type installed shall be furnished to the owner upon completion of the project.
- 2.6 Lighting Fixtures and Lamps:
- A. General: Furnish, assemble, install, and wire all light fixtures as indicated. Fixtures shall be complete with all lamps, lamp holders, wiring, fuses, and fuse holders, and necessary accessories. See plan and details for fixture type and manufacturers. No substitutions will be accepted.
 - 1. Ballasts for high intensity discharge lamps shall be constant wattage, high power factor, autotransformer type.
 - B. Lamps:
 - 1. High intensity discharge lamps shall be as scheduled or approved equal
- 2.7 Lighting Controls:
- A. General: Lighting controls shall consist of time switch, photocell controls, and contactors as specified and shown.
- 2.8 Grounding
- A. Each luminaire and pole shall be properly connected and grounded to the grounding wire. In addition, provide a copperweld ground rod adjacent new pole installations with top of rod a minimum of 24" below grade.
- 2.9 Trenching
- A. Trenching depth and width shall be adequate to install conduit with minimum cover of 30 inches and a minimum space of 4 inches between multiple conduits. Trench route shall be free and clear of all obstructions. Contractor shall contact JULIE and be responsible for locating all existing underground utilities and shall be responsible for maintaining, protecting, and repair any damage to same.
 - B. The bottom of trenches, around conduits, shall be backfilled with clean bank sand to a depth of 6 inches above conduits. Thereafter, trenches shall be backfilled with excavated soil and compacted to approximately the same density of surrounding soil to eliminate settlement. Backfill may be accomplished by tamping or water jetting and flooding until full settlement has been reached.

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

Part III - Execution

- 3.1 The work shall be performed in compliance with governing codes and ordinances.
- 3.2 The work shall be installed in accordance with approved shop drawing and sample submittals, construction drawings and the Manufacturers recommendations and instructions.
- 3.3 All electrical lines shall be buried at required depths and marked as required.

END OF SECTION 16000

**BASIC ELECTRICAL MATERIALS AND METHODS
SECTION 16050**

Part I - General

- 1.1 Related Documents
Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- 1.2 Summary
- A. This Section includes the following electrical materials and methods:
1. Building wire, connectors, and splices for branch circuits and feeders.
 2. Supporting devices for electrical components.
 3. Hand Holes.
 4. Electrical identification.
 5. Electrical demolition.
 6. Touchup painting.
 7. Meter sockets.
- 1.3 Submittals
- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data for each type of product specified.
- 1.4 Quality Assurance
- A. Comply with Lake County Building Code for components and installation.
- B. Listing and Labeling: Provide products specified in this Section that are listed and labeled.
1. The Terms "Listed and Labeled": As defined in the National Electrical Code, Article 100.
- 1.5 Sequencing and Scheduling
- A. Coordinate electrical equipment installation with other components.
- B. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work.
- C. Coordinate connecting electrical service to components furnished under other Sections.
- D. Coordinate connecting electrical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies.
- E. Coordinate installing electrical identification after completion of finishing where identification is applied to field-finished surfaces.
- F. Coordinate installing electrical identifying devices and markings prior to installing acoustical ceilings and similar finishes that conceal such items.

Part II - Products

- 2.1 Building Wire
- A. Description: Single conductor, copper. Solid conductor for No. 10 AWG and smaller; stranded conductor for larger than No. 10 AWG.
- B. Thermoplastic Insulated Wire: Conform to NEMA WC 5.
- C. Cross-Linked, Polyethylene Insulated Wire: Conform to NEMA WC 7.
- D. Connectors and Splices: Units of size, ampacity rating, material, type, and class suitable for service indicated. Select to comply with Project's installation requirements.

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

2.2 Supporting Devices

- A. Channel and angle support systems, hangers, anchors, sleeves, brackets, fabricated items, and fasteners are designed to provide secure support for electrical components.
 - 1. Material: Steel, except as otherwise indicated, protected from corrosion with zinc coating or with treatment of equivalent corrosion resistance using approved alternative finish or inherent material characteristics.
 - 2. Metal Items for Use Outdoors or in Damp Locations: Hot-dip galvanized steel, except as otherwise indicated.
- B. Steel channel supports have 9/16-inch (14-mm) diameter holes at a maximum of 8 inches (203 mm) o.c., in at least 1 surface.
 - 1. Fittings and accessories mate and match with channels and are from the same manufacturer.

2.3 Hand Holes

- A. Gasketed with heavy duty covers, stainless steel inserts, bolts and a base.
- B. Cover logo and color to be coordinated with owner.

2.4 Electrical Identification

- A. Manufacturer's Standard Products: Where more than one type is listed for a specified application, selection is Installer's option, but provide single type for each application category. Use colors prescribed by ANSI A13.1, NFPA 70, and these Specifications.
- B. Raceway and Cable Labels: Conform to ANSI A13.1, Table 3, for minimum size of letters for legend and minimum length of color field for each raceway or cable size.
 - 1. Type: Preprinted, flexible, self-adhesive, vinyl. Legend is overlaminated with a clear, weather- and chemical-resistant coating.
 - 2. Color: Black legend on orange field.
 - 3. Legend: Indicates voltage.
- C. Colored Adhesive Marking Tape for Raceways, Wires, and Cables: Self-adhesive vinyl tape not less than 3 mils thick by 1 inch wide.
- D. Underground Line Warning Tape: Permanent, bright-colored, continuous-printed, vinyl tape with the following features:
 - 1. Size: Not less than 4 mils thick by 6 inches wide
 - a. Compounded for permanent direct-burial service.
 - 2. Embedded continuous metallic strip or core.
 - a. Printed Legend: Indicates type of underground line.
- E. Tape Markers: Vinyl or vinyl-cloth, self-adhesive, wraparound type with preprinted numbers and letters.
- F. Color-Coding Cable Ties: Type 6/6 nylon, self-locking type. Colors to suit coding scheme.
- G. Engraved, Plastic-Laminated Labels, Signs, and Instruction Plates: Engraving stock, melamine plastic laminate punched for mechanical fasteners 1/16-inch (1.6-mm) minimum thick for signs up to 20 sq. in. (129 sq. cm), 1/8 inch (3.2 mm) thick for larger sizes. Engraved legend in black letters on white face.
- H. Exterior Warning and Caution Signs: Weather-resistant, nonfading, preprinted, cellulose acetate butyrate signs with 0.0396-inch (1-mm), galvanized steel backing, with colors, legend, and size appropriate to the application. 1/4-inch (6.4-mm) grommets in corners for mounting.
- I. Fasteners for Plastic-Laminated and Metal Signs: Self-tapping stainless-steel screws or No. 10/32 stainless-steel machine screws with nuts and flat and lock washers.

2.5 Meter Sockets

Meter sockets comply with serving utility company requirements.

2.6 Touchup Paint

- A. For Equipment: Provided by equipment manufacturer and selected to match equipment finish.
- B. For Nonequipment Surfaces: Matching type and color of undamaged, existing adjacent finish.
- C. For Galvanized Surfaces: Zinc-rich paint recommended by item manufacturer.

Part III - Execution

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

- 3.1 Equipment Installation Requirements
 - A. Install equipment to facilitate service, maintenance, and repair or replacement of components. Connect for ease of disconnecting, with minimum interference with other installations.
 - B. Give right of way to raceways and piping systems installed at a required slope.
- 3.2 Wiring Methods
 - A. Feeders: Type THHN/THWN, copper conductor, in raceway, except as otherwise indicated.
 - B. Underground Feeders: Type XHHW, copper conductor, 90C insulation, in raceway, except as otherwise indicated.
 - C. Branch Circuits: Type THHN/THWN, in raceway.
 - D. Class 2 and Class 3 Control Circuits: Type THHN/THWN, in raceway.
- 3.3 Electrical Supporting Methods
 - A. Damp Locations and Outdoors: Hot-dip galvanized materials, U-channel system components.
 - B. Dry Locations: Steel materials.
 - C. Conform to manufacturer's recommendations for selecting supports.
- 3.4 Installation
 - A. Install wires in raceway according to manufacturer's written instructions and NECA's "Standard of Installation."
 - B. Conductor Splices: Keep to the minimum and comply with the following:
 - 1. Install splices and taps that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
 - 2. Use splice and tap connectors that are compatible with conductor material.
 - C. Connect outlets and components to wiring systems and to ground as indicated and instructed by manufacturer. Tighten connectors and terminals, including screws and bolts, according to equipment manufacturer's published torque-tightening values for equipment connectors. Where manufacturer's torquing requirements are not indicated, tighten connectors and terminals according to tightening requirements specified in UL 486A.
 - D. Install devices to securely and permanently fasten and support electrical components.
 - E. Sleeves: Install for cable and raceway penetrations of concrete slabs and walls, except where core-drilled holes are used. Install for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies. Install sleeves during erection of concrete and masonry walls.
 - F. Install concrete pads and bases according to requirements of Division 3 Section "Cast-in-Place Concrete."
 - G. Install utility-metering equipment according to utility company's written requirements. Provide grounding and empty conduits as required by company.
 - H. Install identification devices where required.
 - 1. Install labels where indicated and at locations for best convenience of viewing without interference with operation and maintenance of equipment.
 - 2. Coordinate names, abbreviations, colors, and other designations used for electrical identification with corresponding designations indicated on the Contract Documents or required by codes and standards. Use consistent designations throughout the Project.
 - 3. Self-Adhesive Identification Products: Clean surfaces of dust, loose material, and oily films before applying.
 - 4. Identify Paths of Underground Electrical Lines: During trench backfilling, for exterior underground power, control, signal, and communication lines, install continuous underground plastic line marker located directly above power and communication lines. Locate 6 to 8 inches (150 to 200 mm) below finished grade. Where multiple lines installed in a common trench or concrete envelope do not exceed an overall width of 16 inches (400 mm), use a single line marker.
 - 5. For panelboards, provide framed, typed circuit schedules with explicit description and identification of items controlled by each individual breaker.

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

3.5 Demolition

- A. Where electrical work to remain is damaged or disturbed in the course of the Work, remove damaged portions and install new products of equal capacity, quality, and functionality.
- B. Accessible Work Indicated to Be Demolished: Remove exposed electrical installation in its entirety.
- C. Abandoned Work: Cut and remove buried raceway and wiring indicated to be abandoned in place, 2 inches (50 mm) below the surface of adjacent construction. Cap and patch surface to match existing finish.
- D. Removal: Remove demolished material from the Project site.
- E. Temporary Disconnection: Remove, store, clean, reinstall, reconnect, and make operational components indicated for relocation.

3.6 Touchup Painting

- A. Thoroughly clean damaged areas and provide primer, intermediate, and finish coats to suit the degree of damage at each location.
- B. Follow paint manufacturer's written instructions for surface preparation and for timing and application of successive coats.

END OF SECTION 16050

**RACEWAYS AND BOXES
SECTION 16130**

Part I - General

- 1.1 Related Documents
 - Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- 1.2 Summary
 - A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.
 - 1. Raceways include the following:
 - a. RMC.
 - b. LFMC.
 - c. RNC.
 - 2. Boxes, enclosures, and cabinets include the following:
 - a. Device boxes.
 - b. Outlet boxes.
 - c. Pull and junction boxes.
 - d. Cabinets and hinged-cover enclosures.
 - B. Related Sections include the following:
 - 1. Division 16 Section "Basic Electrical Materials and Methods" for raceways and box supports.
- 1.3 Definitions
 - A. LFMC: Liquidtight flexible metal conduit.
 - B. RMC: Rigid metal conduit.
 - C. RNC: Rigid nonmetallic conduit.
- 1.4 Submittals
 - A. Product Data: For hinged-cover enclosures and cabinets.
 - B. Shop Drawings: Include layout drawings showing components and wiring for nonstandard boxes, enclosures, and cabinets.
- 1.5 Quality Assurance
 - A. Listing and Labeling: Provide raceways and boxes specified in this Section that are listed and labeled.
 - 1. The Terms "Listed" and "Labeled": As defined in NFPA 70, Article 100.
 - B. Comply with NECA's "Standard of Installation."
 - C. Comply with City of Chicago Building Code (CCBC).
- 1.6 Coordination
 - Coordinate layout and installation of raceways and boxes with other construction elements to ensure adequate headroom, working clearance, and access.

Part II - Products

- 2.1 Metal Conduit And Tubing
 - A. Rigid Steel Conduit: ANSI C80.1.
 - B. LFMC: Flexible steel conduit with PVC jacket.
 - C. Fittings: NEMA FB 1; compatible with conduit/tubing materials.

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

2.2 Nonmetallic Conduit And Tubing

TYPES OF NONMETALLIC CONDUIT.

- A. RNC: NEMA TC 2, Schedule 40 PVC.
- B. RNC Fittings: NEMA TC 3; match to conduit or conduit/tubing type and material.

2.3 Outlet And Device Boxes

- A. Sheet Metal Boxes: NEMA OS 1.
- B. Cast-Metal Boxes: NEMA FB 1, Type FD, cast box with gasketed cover.

2.4 Pull And Junction Boxes

- A. Small Sheet Metal Boxes: NEMA OS 1.
- B. Cast-Metal Boxes: NEMA FB 1, cast aluminum with gasketed cover.

2.5 Enclosures And Cabinets

- A. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous hinge cover and flush latch.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 - 2. Nema 3R for exterior mounting.
- B. Cabinets: NEMA 250, Type 1, galvanized steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel. Hinged door in front cover with flush latch and concealed hinge. Key latch to match panelboards. Include metal barriers to separate wiring of different systems and voltage, and include accessory feet where required for freestanding equipment. Nema 3R for exterior mounting.

Part III - Execution

3.1 Examination

Examine surfaces to receive raceways, boxes, enclosures, and cabinets for compliance with installation tolerances and other conditions affecting performance of raceway installation. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 Wiring Methods

- A. Outdoors: Use the following wiring methods:
 - 1. Exposed: Rigid steel.
 - 2. Concealed: Rigid steel.
 - 3. Underground, Single Run: RNC.
 - 4. Underground, Grouped: RNC.
 - 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 - 6. Boxes and Enclosures: NEMA 250, Type 3R or Type 4.
- B. Indoors: Use the following wiring methods:
 - 1. Exposed: EMT.
 - 2. Concealed: EMT.
 - 3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC; except in wet or damp locations, use LFMC.
 - 4. Damp or Wet Locations: Rigid steel conduit.
 - 5. Boxes and Enclosures: NEMA 250, Type 1, except as follows:
 - a. Damp or Wet Locations: NEMA 250, Type 4, stainless steel.

3.3 Installation

- A. Install raceways, boxes, enclosures, and cabinets as indicated, according to manufacturer's written instructions.
- B. Minimum Raceway Size: 3/4-inch trade size (DN21).

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

- C. Complete raceway installation before starting conductor installation.
- D. Support raceways as specified in Division 16 Section "Basic Electrical Materials and Methods."
- E. Use temporary closures to prevent foreign matter from entering raceways.
- F. Make bends and offsets so ID is not reduced. Keep legs of bends in the same plane and straight legs of offsets parallel, unless otherwise indicated.
- G. Use raceway fittings compatible with raceways and suitable for use and location.
- H. Join raceways with fittings designed and approved for the purpose and make joints tight.
 - 1. Make raceway terminations tight. Use bonding bushings or wedges at connections subject to vibration. Use bonding jumpers where joints cannot be made tight.
 - 2. Use insulating bushings to protect conductors.
- I. Terminations: Where raceways are terminated with locknuts and bushings, align raceways to enter squarely and install locknuts with dished part against the box. Where terminations are not secure with 1 locknut, use 2 locknuts: 1 inside and 1 outside the box.
- J. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into the hub so the end bears against the wire protection shoulder. Where chase nipples are used, align raceways so the coupling is square to the box and tighten the chase nipple so no threads are exposed.
- K. Install pull wires in empty raceways. Use No. 14 AWG zinc-coated steel or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of the pull wire.
- L. Telephone and Signal System Raceways, 2-Inch Trade Size (DN53) and Smaller: In addition to the above requirements, install raceways in maximum lengths of 150 feet (45 m) and with a maximum of two 90-degree bends or equivalent. Separate lengths with pull or junction boxes where necessary to comply with these requirements.
- M. Flexible Connections: Use maximum of 6 feet (1830 mm) of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for all motors. Use liquidtight flexible conduit in wet or damp locations. Install separate ground conductor across flexible connections.
- N. PVC, Rigid Steel Conduits: Use only fittings approved for use with that material. Patch all nicks and scrapes in PVC coating after installing conduits.
- O. Install hinged-cover enclosures and cabinets plumb. Support at each corner.

3.4 Protection

- A. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure coatings, finishes, and cabinets are without damage or deterioration at the time of Substantial Completion.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

3.5 Cleaning

On completion of installation, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finish, including chips, scratches, and abrasions.

End of Section - 16130

**GROUNDING
SECTION 16452**

Part I - General

1.1 Related Documents

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections, apply to this Section.

1.2 Summary

A. This Section includes grounding of electrical systems and equipment and basic requirements for grounding for protection of life, equipment, circuits, and systems. Grounding requirements specified in this Section may be supplemented in other Sections of these Specifications.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Section "Basic Electrical Materials and Methods " for requirements for grounding conductors.

1.3 Submittals

A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.

B. Product Data for grounding rods, connectors and connection materials, and grounding fittings.

1.4 Quality Assurance

A. Comply with Lake County Building Code.

B. Comply with UL 467.

C. Listing and Labeling: Provide products specified in this Section that are listed and labeled.

1. The Terms "Listed" and "Labeled": As defined in the National Electrical Code, Article 100.

Part II - Products

2.1 Grounding And Bonding Products

Governing Requirements: Where types, sizes, ratings, and quantities indicated are in excess of CCBC requirements, the more stringent requirements and the greater size, rating, and quantity indications govern.

2.2 Wire And Cable Grounding Conductors

A. Comply with Division 16 Section "Wires and Cables." Conform to Lake County Building Code, except as otherwise indicated, for conductor properties, including stranding.

B. Equipment Grounding Conductors: Insulated with green color insulation.

C. Grounding-Electrode Conductors: Stranded cable.

D. Underground Conductors: Bare, tinned, stranded, except as otherwise indicated.

E. Bare Copper Conductors: Conform to the following:

1. Solid Conductors: ASTM B 3.
2. Assembly of Stranded Conductors: ASTM B 8.
3. Tinned Conductors: ASTM B 33.

2.3 Miscellaneous Conductors

A. Grounding Bus: Bare, annealed-copper bars of rectangular cross section.

B. Braided Bonding Jumpers: Copper tape, braided No. 30 AWG bare copper wire, terminated with copper ferrules.

C. Bonding Straps: Soft copper, 0.05 inch (1 mm) thick and 2 inches (50 mm) wide, except as indicated.

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

2.4 Connector Products

- A. Pressure Connectors: High-conductivity-plated units.
- B. Bolted Clamps: Heavy-duty type.
- C. Exothermic-Welded Connections: Provided in kit form and selected per manufacturer's written instructions for specific types, sizes, and combinations of conductors and connected items.

2.5 Grounding Electrodes

- A. Grounding Rods: Copper-clad steel.
 - 1. Size: 3/4 inch by 120 inches (19 by 3000 mm).

Part III - Execution

3.1 Application

- A. Equipment Grounding Conductors: Comply with Lake County Building Code for types, sizes, and quantities of equipment grounding conductors, except where specific types, larger sizes, or more conductors than required by CCBC are indicated.
 - 1. Install equipment grounding conductor with circuit conductors for the items below in addition to those required by Code:
 - a. Feeders and branch circuits.
- B. Metal Poles Supporting Outdoor Lighting Fixtures: Ground pole to a grounding electrode in addition to separate equipment grounding conductor run with supply branch circuit.

3.2 Installation

- A. General: Ground electrical systems and equipment according to Lake County Building Code requirements, except where Drawings or Specifications exceed CCBC requirements.
- B. Grounding Rods: Locate a minimum of 1-rod length from each other and at least the same distance from any other grounding electrode.
 - 1. Drive until tops are 2 inches (50 mm) below finished floor or final grade, except as otherwise indicated.
 - 2. Interconnect with grounding-electrode conductors. Use exothermic welds, except at test wells and as otherwise indicated. Make these connections without damaging copper coating or exposing steel.
- C. Grounding Conductors: Route along the shortest and straightest paths possible, except as otherwise indicated. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- D. Underground Grounding Conductors: Use bare copper wire. Bury at least 24 inches (600 mm) below grade.
- E. Metal Water Service Pipe: Provide insulated copper grounding conductors, sized as indicated, in conduit, from main service equipment, or grounding bus, to main metal water service entrances. Connect grounding conductors to main metal water service pipes by grounding-clamp connectors. Where a dielectric main water fitting is installed, connect grounding conductor to street side of fitting. Do not install a grounding jumper across dielectric fittings. Bond grounding-conductor conduit to conductor at each end.
- F. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with grounding-clamp connectors.

3.3 Connections

- A. General: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.
 - 1. Use electroplated or hot-tin-coated materials to assure high conductivity and to make contact points closer in order of galvanic series.
 - 2. Make connections with clean, bare metal at points of contact.
 - 3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.

**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

4. Make aluminum-to-galvanized steel connections with tin-plated copper jumpers and mechanical clamps.
 5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
- B. Equipment Grounding-Wire Terminations: For No. 8 AWG and larger, use pressure-type grounding lugs. No. 10 AWG and smaller grounding conductors may be terminated with winged pressure-type connectors.
 - C. Noncontact Metal Raceway Terminations: Where metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with a grounding bushing. Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing. Bond electrically noncontinuous conduits at both entrances and exits with grounding bushings and bare grounding conductors, except as otherwise indicated.
 - D. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values. Where these requirements are not available, use those specified in UL 486A and UL 486B.
 - E. Compression-Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by manufacturer of connectors. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor.
 - F. Moisture Protection: Where insulated grounding conductors are connected to grounding rods or grounding buses, insulate entire area of connection and seal against moisture penetration of insulation and cable.
- 3.4 Underground Distribution System Grounding
- A. Manholes and Handholes: Install a driven grounding rod close to wall and set rod depth so 4 inches (100 mm) will extend above finished floor. Where necessary, install grounding rod before manhole is placed and provide a No. 1/0 AWG bare, tinned-copper conductor from grounding rod into manhole through a waterproof sleeve in manhole wall. Protect grounding rods passing through concrete floor with a double wrapping of pressure-sensitive tape or heat-shrunk insulating sleeve from 2 inches (50 mm) above to 6 inches (150 mm) below concrete. Seal floor opening with waterproof, nonshrink grout.
 - B. Grounding System: Ground pad-mounted equipment and noncurrent-carrying metal items associated with substations by connecting them to underground cable and grounding electrodes.

End of Section - 16452

**Chase Country Club Multimedia Project
Wheeling Park District**

**AV EQUIPMENT
SECTION 16522**

PART 1 - GENERAL

1.1 SUBMITTALS

- A. Product Data: Provide Owner all related information
- B. Samples for Selection: NA
- C. Maintenance Data: Provide Owner all related information.

PART 2 - PRODUCTS

A. Main System / Central Control Equipment

The main system shall be installed in the Grand Ballroom equipment room located in the North wing of the Grand Ballroom stage area. System must support up to twelve audio/video sources, independently distributed to (up-to) six audio/video zones. The system will be the central source of audio and video for all zones provided from the CD player, Sonos player, Blu-ray DVD player, DirecTV feed, generic MP3 music player, computers (VGA, HDMI, and 3.5mm stereo audio) and wireless microphones..

<u>Quantity</u>	<u>Product</u>	<u>Model #</u>
1	Apple 16GB iPad 2 with WiFi	MC769LLA
1	Apple iPad Dock	MC9400ZMA
1	Apple iPad Power Adaptor	MC359LLA
2	Direct TV HD DVR Satellite Receiver	OFE
2	Audio Quest 2m Digital Cable	HDMIPEARL2M
1	Sony Single Disc Blu-Ray DVD Player	BDPS580
1	Audio Quest 2m Digital Cable	HDMIPEARL2M
1	Sony 5 Disc CD Changer	CDPCE500
1	Sonos Zone Player 90 Digital Music Player	ZP90
2	Shure Wireless Handset Microphone	ULXP2458
1	Shure Wireless Lavalier Microphone	ULXP1484
1	Direct TV KU/KA Satellite Dish	SLSPF
1	Direct TV SWM Multi-Switch	SWM8
500 feet	Dolphin Group RG-6 Coax	RG6B
4	Elan Non-Flashing IR Emitter	IRE1
1	Crestron Control Processor with Ethernet	CP2E
1	Cisco Network Switch	SLM224PTNA
1	Crestron Digital Media 16x16 Chassis	DMMD16X16RPS
2	Crestron HDMI Input Card with Down-Mixing	DMCHDDSP
1	Crestron Digital Media DVI/RGB Input Card	DMCDVI
2	Crestron Digital Media 8G+ Input Card	DMCCDSP
2	Crestron Digital Media 4 DM Output Card	DMCO55
1	Crestron Digital Media Connectors (100 pack)	DM8GCONN100
1	Crestron Digital Media Connectors (20 pack)	DMCONN20
2	Crestron 6' Digital HDMI Cable	CBLHD6
8	Crestron Digital Media 8G Cable	DMCBL8GNPSP500
1	Polycom Sound Structure SR12	2200-36120-001
1	QSC 8 Chan 70V Amplifier	CX108V
1	Panamax Filter Battery Back Up System	MB1500VA

**Chase Country Club Multimedia Project
Wheeling Park District**

1	Panamax IP Control Interface	BLUEBOLTCV1
1	Panamax Surge Protector with IP Control	M4315PRO
1	Equipment Rack	

B. Grand Ballroom Floor

This space will be configured with four projectors hung from the ceiling with front projection screens. (1) Screen stage right, (1) screen stage left, (1) screen center stage and (1) screen at the eastern perimeter of the floor, across from stage. The zone will also be configured with twenty eight (14 pairs) of ceiling-mounted speakers. A connection for a presentation computer will be provided to the North of the stage. This connection should include MD15 VGA, HDMI, and 3.5mm stereo audio. These source feeds should also be available to all zones.

Audio video sources for the room will be the CD player, Sonos player, Blu-ray DVD player, DirecTV feed, generic MP3 music player, presentation computer and wireless microphones. Control of these by the touch screen tablet computer. Speakers shall be arranged in such a manner as to provide a consistent sound level and clear sound quality throughout the entire ballroom.

<u>Quantity</u>	<u>Product</u>	<u>Model #</u>
4	Epson Powerlite Pro G5750WUNL	V11H34920
4	Standard Lens	V12H004S05
4	Peerless Projector Mount	PRSUNVBK
4	Peerless Suspended Ceiling Kit	CMJ455
2	Draper 109" 16:10 Recessed Projection Screen	1023549Q
2	Draper 94" 16:10 Recessed Projection Screen	1023538Q
4	Crestron Digital Media Receiver	DMRMC100C
4	Audio Quest .6m Digital Cable	HDMIPEARLPOINT6M
1	Crestron 4.3" In-Wall Touch Panel	TPMC4SMDWS
1	Crestron Universal Wall Mount Kit	WMKU4SMWS
200 feet	Cat-5e Cable	
2	Crestron Digital Media 8G+ Transmitter 201	DMTX201C
1	Audio Quest 5m Digital Cable	HDMIPEARL5M
1	Extron 12' VGA to VGA Cable	VGAAMMD12
14 pair	Sonance In Ceiling 70V Speaker	CM660
800 feet	Dolphin Group 16/2 Speaker Cable	162B

**Chase Country Club Multimedia Project
Wheeling Park District**

C. Abbey

This space will only require audio feed from the central system and should be configured with six (3 pairs) surface mounted speakers. Audio will be controlled by, the Grand Ballroom audio video system control (tablet computer) but independent of all other zones. Speakers must arranged/installed for even sound coverage throughout the space. No additional system inputs will be required in this room.

<u>Quantity</u>	<u>Product</u>	<u>Model #</u>
3 pair	Sonance Surface Mount Speaker	FMS530BK
500 feet	Dolphin Group 16/2 Speaker Cable	162B

D. Hunt Room

This space will only require audio feed from the central system and should be configured with two (1 pairs) surface mounted speakers. Audio will be controlled by, the Grand Ballroom audio video system control (tablet computer) but independent of all other zones. Speakers must arranged/installed for even sound coverage throughout the space. No additional system inputs will be required in this room.

<u>Quantity</u>	<u>Product</u>	<u>Model #</u>
1 pair	Sonance Surface Mount Speaker	FMS530BK
500 feet	Dolphin Group 16/2 Speaker Cable	162B

E. Ballroom Bar

This space shall be configured with three (3) flat screen LED TVs mounted to the wall. (1) TV on the East wall located above fireplace and (2) on the West wall above arches entering Abbey. Sources for the zone will be a CD player, Sonos player, Blu-ray DVD, Direct TV, presentation computer connections and wireless microphones. Audio and video will be controlled by, the Grand Ballroom audio video system control (tablet computer) but independent of all other zones.

<u>Quantity</u>	<u>Product</u>	<u>Model #</u>
1	Samsung 55" LED HDTV	UN55D6000
1	Sanus TV Wall Mount	VMPL3B
2	Samsung 40" LED HDTV	UN40D6000
2	Sanus TV Wall Mount	VMPL50A
3	Elan Non-Flashing IR Emitter	IRE1
3	Scoop Wall Plate	
3	Single Gang Drywall Template	
3	Crestron Digital Media Receiver	DMRMC100C
3	Audio Quest .6m Digital Cable	HDMIPEARLPOINT6M
2 pair	Sonance Surface Mount Speaker	FMS530BK
500 feet	Dolphin Group 16/2 Speaker Cable	162B

F. Ballroom Foyer

This space shall be configured with one (1) flat screen LED TV mounted to the West staircase wall. This should also be configured with two (1 pairs) surface mounted speakers. Sources for the zone will be CD player, Sonos player, Blu-ray DVD, Direct TV, presentation computer connections and wireless microphones. Audio and video will be controlled by, the Grand Ballroom audio video system control (tablet computer) but independent of all other zones.

<u>Quantity</u>	<u>Product</u>	<u>Model #</u>
1	Samsung 40" LED HDTV	UN40D6000
1	Sanus TV Wall Mount	VMPL50A
1	Elan Non-Flashing IR Emitter	IRE1
1	Scoop Wall Plate	
1	Single Gang Drywall Template	

**Chase Country Club Multimedia Project
Wheeling Park District**

1	Crestron Digital Media Receiver	DMRMC100C
1	Audio Quest .6m Digital Cable	HDMIPERLPOINT6M
2 pair	Sonance Surface Mount Speaker	FMS530BK
500 feet	Dolphin Group 16/2 Speaker Cable	162B

G. Restrooms

This space will only require audio feed from the central system. Each washroom (men's and women's) should be configured with 1 (1) ceiling mounted speaker. Audio will be controlled by, the Grand Ballroom audio video system control (tablet computer) but independent of all other zones. No additional system inputs will be required in this room.

<u>Quantity</u>	<u>Product</u>	<u>Model #</u>
1 pair	Sonance In Ceiling Speaker	CM660
500 feet	Dolphin Group 16/2 Speaker Cable	162B

H. Or Equal: Equal products may be submitted as outlined in the General Conditions of the Contract, Section IV, Paragraph R.

I. Additional Components

Bidder shall include any additional cabling, connectors, wall plates racking and mounting equipment as necessary to the complete installation of this equipment in accordance with the scope of work as stated in this Project Manual.

J. Warranty: If product warranty is less than one (1) year, Contractor shall provide full one (1) year warranty on parts and labor from date of completion and sign off by Owner.

K. Maintenance Data: Provide Owner all related information.

PART 3 - INSTALLATION

3.1 EXAMINATION

- A. Examine areas and conditions, with Project Manager present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Comply with manufacturer's written installation instructions, unless more stringent requirements are indicated. Complete field assembly of equipment, where required.
- B. Cable and wiring quantities are estimations provided by Owner for bidding purposes. Contractor is responsible for providing the necessary quantity to complete the installation of the system.
- C. Owner to provide replacement ceiling tiles for installation by Contractor. Owner to provide any and all electrical circuits and outlets necessary to complete the installation of the system.

**Chase Country Club Multimedia Project
Wheeling Park District**

- D. Contractor to provide Owner with a complete (3 ring binder) copy of all manufacturer furnished operation and maintenance instructions and information of the AV system. A copy of the manufacturer's warranty and technical service assistance shall also be provided, as needed.
- E. At the time of substantial completion, the Contractor shall demonstrate to the Owner's satisfaction a complete and fully operational AV system.
- F. Contractor shall arrange at the Owner's convenience a one-time training session for instruction of Owner's staff on operation (including installation of software on Owner's laptop as needed) of the hardware and software of completed system. Contractor to provide maintenance suggestions and review workings of all pieces of said system.
- G. Contractor shall at his own expense make any and all required repairs when notified in writing by the Project Manager of such defect or defects during the warranty period.

3.3 CLEANING

- A. After completing installation, inspect all components. Remove spots, dirt, and debris per manufacturer's recommendations. Repair damaged finishes to match original finish or replace component.

End of Section - 16522

**PHOTO IMAGES OF PROJECT AREA
ATTACHMENT 1**

PART 1 - GRAND BALLROOM

- 1.1 Grand Ballroom Stage – North Wing – central equipment installation area



- 1.2 Grand Ballroom – facing north



**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

1.3 Grand Ballroom – facing south



1.4 Grand Ballroom – facing west



**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

1.1 Grand Ballroom – facing west – north side of stage



1.2 Grand Ballroom – facing west – south side of stage



**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

1.3 Grand Ballroom – facing east



PART 2 - GRAND BALLROOM BAR

2.1 Grand Ballroom Bar – East wall



**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

2.2 Grand Ballroom Bar – West wall



PART 3 - GRAND BALLROOM FOYER

3.1 Grand Ballroom Foyer



**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

PART 4 - ABBEY

4.1 Abbey – Facing northwest



4.2 Abbey – Facing southwest



**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

PART 5 - HUNT ROOM

5.1 Hunt Room – Facing west



5.2 Hunt Room – Facing east



**Chevy Chase Country Club Multimedia Project
Wheeling Park District**

PART 6 - RESTROOMS

6.1 Men's Restroom



6.2 Lady's Restroom

