



**THE BLUE KANGAROO
COIN-OPERATED LAUNDRY BUILDING
2354-2356 SOUTH PULASKI ROAD
CHICAGO, IL 60623**

GEA ARCHITECTS, LTD, ARCHITECT
HUGHES PROJECT NO.

OWNER:
HUGHES ENTERPRISES, INC.
300 WEST NORTH AVENUE
LOMBARD, IL 60148

PROJECT MANUAL:
16 PAGES
DATE: JANUARY 23, 2012

Invitation to Bid
Instructions to Bidders
Form of Bid Proposal
General Conditions
General Provisions
Bonus/Penalty Provisions Attachment

BID DUE DATE:
February 21, 201

ARCHITECT: GEA ARCHITECTS, LTD.
George Evangelopoulos, Architect
714 Enterprise Drive, Suite 100
Oak Brook, IL 60523

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INVITATION TO BID

1. Notice to Contractors
Bids are to be faxed to Owner, HUGHES ENTERPRISES, INC. c/o Neil Polifka, no later than 2 PM, February 21, 2012 at HUGHES fax # (630) 932-7452, with hard copy to be mailed and to be post-marked no later than February 21, 2012. Proposals received after the time and date stated above will not receive consideration.

2. Type of Bid Proposal
Combined bid will be received, from a pre-selected list of General Contractors only. General Contractor, as prime bidder, shall provide the following:
 - Site improvements, including trenching and patching
 - Building construction
 - Plumbing
 - Heating/ventilating/air conditioning
 - Electrical

3. Bidding Document
Drawings, with Outline Specifications set forth therein, are being forwarded together with the Project Manual, to the Bidders. Bids are to be addressed to:
Owner: HUGHES ENTERPRISES, INC.
300 West North Avenue
Lombard, IL 60148
Telephone: (630) 932-4700
Fax: (630) 932-7452
Contact: Neil Polifka, direct phone line (630) 827-6306

4. Right to Reject Bids
The Owner reserves the right to waive irregularities, or, to reject any or all bid proposals.

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INSTRUCTIONS TO BIDDERS

Proposals to be entitled to consideration must be made in accordance with the following instructions:

1. General
Invitation to Bid, as included in this Project Manual, shall be considered as a part of these Instructions to Bidders, as if repeated herein.
2. Examination of Site Documents
Before submitting a Proposal, the Bidder shall:
 - A. Carefully examine the drawings and outline specifications.
 - B. Visit the site of the work and fully inform himself of existing conditions and limitations.
 - C. Rely upon his own judgment in preparing his proposal, and include in his Bid, a sum sufficient to cover all items required by the Contract.
3. Interpretations
Questions regarding drawings and outline specifications should be addressed to the Architect. Neither the Owner nor the Architect will be responsible for oral interpretations. Questions received less than 48 hours before the time set for bid opening cannot be answered.

Any changes to the Bid Documents, during the bidding period, will be addressed by Addenda to all Bidders. All such Addenda shall be incorporated in the Construction Contract Amount.

Any changes necessitated by the governmental plan review process will be addressed by Addenda. Any increases or decreases in the Construction Cost of the project arising from said Addenda, shall be made in accordance with the Terms of the Construction Contract awarded to the successful bidder.

4. Form of Bid
Submit bid in duplicated, on forms bound within this manual, without alterations in the form, or any recapitulation of the work to be done. Fill in all blank spaces on the form, in accordance with the portion or portions of the work bid upon, and sign in longhand.

If a bidder is a partnership, each partner must sign. If a corporation, print name of state in which incorporated, followed by signature or signatures of the person(s) authorized to sign, the names of the offices they hold in the corporation, and affix corporate seal.

5. Oral and Telegraphic Bids

Oral and telegraphic bids, or modifications of bids will not be considered.

6. Substitutions

Bid shall be based on the articles and materials named in the construction documents as defined below:

A. Bidding Procedure Prior to Contract Between Owner/General Contractor:

Whenever the terms of class or material is specified exclusively by detail specifications, trade name, manufacturer name, or by catalog reference, use only such items (no substitutions allowed).

B. After the Contract Signing Between Owner/General Contractor:

Should the Contractor desire to substitute items, equipment, etc., after the contract is signed, the proposal for submissions must state the cost thereof, and if less than the original item, equipment, etc., said proposal must reflect a credit to the Owner. Said proposal must include complete literature and specifications for the proposed substitution. Said proposal must be approved by Architect and Owner before implementations.

If the Architect and Owner approve any substitutions, the approval is given with the understanding that the Contractor guarantees the substitution to be equal to or better in every respect to the original specification. The Contractor shall assume responsibility that the substitution will fit the project regarding space, access and service utility requirements. The Contractor shall reimburse the Architect for service rendered due to substitutions.

7. Alternate Bids

Except as stated above, alternate bids other than those listed in the bid form will not be considered. Failure to bid on all items listed in the bid form may cause rejection of the bid.

8. Submission of Bid

The Owner may elect to require the General Contractor to provide a bid bond or check to accompany the bid. If so required, enclosed said bid guarantee with the bid in an opaque sealed envelope addressed to Owner. Deliver as required by the "Invitation to Bid". Bidder is responsible for delivery of his bid at or before the time set for opening.

9. Evidence of Qualification

A bidder whose proposal is under consideration shall, upon request, promptly furnish satisfactory evidence of his financial resources, his experience and the organization he has available for the performance of the Contract.

10. Bid Proposal Supplement

After bids are received and prior to signing of the Contract, the Owner will request from the successful General Contractor a breakdown of Bid Proposal trades as to the time of payment requests for the work completed.

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HUGHES PROJECT NO. [REDACTED]

FORM OF BID PROPOSAL

Bidder: _____
Firm Name Address

_____ Phone Number _____ Fax Number _____ E-Mail Address

_____ Contact Person

The undersigned bidder having familiarized himself with the terms of the Contract, the local conditions affecting his Contract, and with the Drawings and Outline Specifications and other Contract documents, hereby proposes and agrees to provide all labor, material, equipment and services necessary to complete in a workmanlike manner all work required in connection with the construction of:

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All work shall be in strict accordance with the Contract documents.

Said undersigned bidder does hereby submit a combined bid for the sum:

1. Base Bid

_____ Dollars \$ _____

The above base bid does not include the cost of any 100% performance and payment bonds required by the Owner. The cost of these bonds are to be listed separately in the bid. The Owner shall decide whether these bonds are required.

2. Sub-Contractor Breakdown for Base Bid for Standard Masonry Building:
 The following breakdown of the subcontractors amounts included in the Base Bid amount is to be completed and submitted with the Base Bid.

Type of Construction	Amount	Totals
A. Excavation	\$	
B. Site Utilities (Sewer, Water, Storm)	\$	
C. Asphalt Pavings and Driveways	\$	
D. Site Concrete (including off-site)	\$	
E. Concrete Foundation and Flat Work	\$	
F. Masonry and Cut Stone	\$	
G. Storefront (including Automatic Sliding Door Packages)	\$	
H. Structural Steel	\$	
I. Roofing System (including coping)	\$	
J. Carpentry, Hardware and Millwork	\$	
K. Miscellaneous Metal	\$	
L. Flooring	\$	
M. Ceiling	\$	
N. Wall Finishes (includes ceramic tile and painting)	\$	
O. Plumbing	\$	
P. Heating/Ventilating/Air Conditioning	\$	
Q. Electrical (interior and exterior)	\$	
R. Landscaping	\$	
S. Fencing	\$	
T. Clearing and Site Protection	\$	
U. Demolition (as required)	\$	
V. Winter Conditions (if applicable)	\$	
W. As-Built Drawings	\$	
X. Miscellaneous (as required)	\$	
		\$
Overhead and Profit		
(a) Overhead and Profit	\$	
(b) General Conditions	\$	
Total (a) and (b)		\$
Other		
(c) Performance Bonds	\$	
(d) Permit Fees	\$	
Total (c) and (d)		\$
GRAND TOTAL FOR STANDARD MASONRY BUILDING		\$
(Sanitary District fees and water tap fees are NOT included in the above)		

3. Change Orders

All extra work not included in the Contract, if requested by Owner, will be performed by the Contractor for its' material and labor costs plus overhead and profit. 10% for overhead and profit will be added or deleted accordingly. No extra work shall be done without written Change Orders approved and signed by the Owner and the General Contractor.

4. Sales Tax

Sales Tax is included in Base Bid.

5. Time of Completion

The undersigned hereby agrees to complete the work as described in the Contract as follows:

- A. Proposed Signing of Contract: _____
- B. Substantial completion within _____ consecutive calendar days from the date of commencement of the construction of the work by the Bidder to whom the Construction Contract is awarded.
- C. Final Completion: Within 30 consecutive calendar days from substantial Completion.

6. Substantial Completion: Bonus; Liquidated Damages/Penalty

- (a) The Architect shall issue a Certificate of Substantial Completion when, in his professional opinion, the project has reached substantial completion.
- (b) The Owner agrees to pay a bonus to the bidder to whom the Construction Contract is awarded and said bidder agrees to pay the Owner a Penalty in Accordance with the Attachment to this Project Manual entitled "Bonus and Penalty Provisions", wherein the successful bidder is referred to by the words "The Contractor". The provisions of this Attachment will be incorporated into The A.I.A. Owner/General Contractor Construction Contract utilized by the General Contractor and the Owner for the project. Such incorporation may be made by specific language in the Contract, by copy of said Attachment to the Contract or by language in the Contract incorporating said Attachment by reference.

7. Acceptance of Bid; Execution of Construction Contract; Bonds

The Bidder selected by the Owner to be the General Contractor for the project shall be notified of the acceptance of his bid, by the Owner in writing, within 30 calendar days after the time of opening of bids. The General Contractor agrees to execute a contract for the work for a total price computed from the sums of his work and that of his subcontractors in an A.I.A. Owner-General Contractor Agreement A-101, latest edition. Further, said General Contractor shall furnish performance and payment bonds, as required by Owner.

8. Bid Guarantee

The Bidder selected by the Owner to be the General Contractor for the project further agrees that any check or bid bond required by the Owner to accompany this proposal shall be left in escrow with the Architect. Said bid guarantee check or bid bond shall

be in the amount of .05% of the total bid (excluding the discretionary bonds that may be required by Owner).

The amount of bid guarantee check or bid bond shall be the measure of damages which the Owner will sustain by the failure of said Bidder to execute said agreement and to furnish the bonds required by the Owner, if any.

If said Bidder fails to deliver the said documents within ten (10) days after written notice of the award of the contract to him has been received, then the bid guarantee check or the bid bond will become the property of the Owner. If said Bidder executes said contract and delivers said bonds, then the bid guarantee check shall be returned to him or the bond shall become null and void. The bid bonds or bid guarantee checks of unsuccessful bidders will be returned to them.

9. Addenda

Upon issuance of any Addenda, the following receipt shall be issued, by the General Contractor, if requested by the Architect or the Owner.

Receipt of the addenda is hereby acknowledged as follows:

<u>Addenda</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
Bidder:	Street Address
_____	_____
_____	City, State, Zip code
_____	_____
_____	License

END OF FORM OF BID PROPOSAL

GENERAL CONDITIONS

The American Institute of Architects Standard Form of General Conditions of the Contract for Construction A.I.A. Document A 201, latest Edition, shall form a part of this Project Manual with the same force and effect as if bound herein, and shall be incorporated by reference in the Construction Contract. A copy of these General Conditions can be purchased from the local chapter of the A.I.A. and from some office supply stores.

The Contractor is hereby directed to obtain copies of Document A 201, to acquaint himself with the articles contained therein and to notify and appraise all subcontractors, suppliers, and other parties to the contract as to its contents.

No contractual adjustments shall be due as a result of failure on the part of the Contractor to fully acquaint himself and all other parties to the contract with conditions of Document A 201.

GENERAL PROVISIONS

- A. Inspection of Premises
Inspect the Site to become familiar with all the conditions and limitations that will affect the work. All contractors will be required to accept these conditions and shall arrange their work accordingly. It is the intent that the Owner will move into the space as soon as it is ready for occupancy.
- B. Execution of Work
The General Contractor shall execute with his own forces the principal divisions of work included in the General Contract. However, if the interests of the Owner can better be served if some work is executed by others, the General Contractor may make such recommendations in writing to the Architect, and obtain his approval before proceeding on that basis. The contract price of the General Contractor, including overhead and profit, shall be adjusted accordingly by a written Change Order signed by the Owner and the General Contractor. Any credits to the Owner shall be given in said Change Order.
- C. Layout and Checking
Layout lines and levels for the work. While the Contractors for the various subtrades will each layout their work, it shall be the duty of the General Contractor to check all lines and levels established by them, and to advise them from time to time of any irregularities that may affect their work.
- D. Coordination with Sub-Contractors
It shall be the responsibility of the General Contractor to coordinate these sub-contractors with his work and to advise them of the construction schedule required. The General Contractor shall arrange for periodic meetings with these sub-contractors, the Architect, and the Owner as a group as the work may require.
- E. Protection of Permanent Improvements
Adequate protection shall be provided against the elements and all other hazards to the satisfaction of the Architect and the Owner. Provide and maintain warning signs as required by the Local Ordinances and State Laws, for the protection of workmen and others, including the public.
- F. Project Closeout
This section specifies administrative and procedural requirements for project closeout, including but not limited to:
1. Inspection procedures
 2. Project record document submittal
 3. Operating and maintenance manual submittal
 4. Submittal of warranties

5. Final clearing
6. As-built drawings, if required, by the City or the Owner.

G. Final Acceptance

Preliminary procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following:

1. Submit the final payment request with Waivers of Lien, releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional charges to the Contract Sum.
3. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Architect.

Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual work performed in comparison with information submitted. Include variations in products delivered to site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portion of the work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark-up of record drawings and Specifications.

4. Upon completion of mark-up, submit complete set of record Product Data to the Owner for the Owner's records.

Maintenance Manuals: Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 2-inch, 3-ring vinyl covered binders, appropriate identification on front and spine of each binder. Include the following types of information:

- a. Emergency instructions
- b. Spare parts lists
- c. Wiring diagrams
- d. Recommended "turn around" cycles
- e. Inspection procedures
- f. Shop drawings and Product Data
- g. Fixture lamping schedule
- h. List of Subcontractors responsible for the work with telephone numbers

H. Closeout Procedures

Operating and Maintenance Instructions: Arrange for each installer of equipment that requires maintenance to meet with the Owner's personnel to provide instructions to proper operation and maintenance. If installers are not experienced

in procedures, provide instructions by manufacturer's representatives. Include a detailed review of the following items:

1. Maintenance manuals
2. Record documents
3. Spare parts and materials
4. Tools
5. Lubricants
6. Fuels
7. Identification systems
8. Control sequences
9. Hazards
10. Cleaning
11. Warranties and Bonds
12. Maintenance agreements and similar continuing commitments
13. HVAC balancing report.

As part of instruction for operating equipment, demonstrate the following procedures:

1. Start-up
2. Shutdown
3. Emergency operations
4. Noise and vibration adjustments
5. Safety procedures
6. Economy and efficiency adjustments
7. Effective energy utilization

I. Final Cleaning

General: General cleaning during construction is required by the General Conditions.

Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

1. Remove labels that are not permanent labels.
2. Clean transparent materials, including mirrors and glass doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
3. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore

reflective surfaces to their original reflective conditions. Leave concrete floors broom clean. Vacuum carpeted surfaces.

4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
5. Clean the site of rubbish, liter and other foreign substances. Sweep paved areas broom clean, remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

Removal of Protection: Remove temporary protection and facilities installed for Protection of the Work during construction.

Compliance: Comply with regulations or authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

1. When extra materials of value remaining after completion of associated work have become the Owner's property, arrange for disposition of these materials as directed.

J. Work Included

The Base Proposal for General shall include all labor, materials, tools and equipment and scaffolding required, but not limited to, the following trade divisions of the work:

Excavation and Interior Trenching
Site Utilities (sewer, water, storm)
Asphalt Paving
Exterior Concrete (including off-site, if any)
Concrete and Patching
Masonry Work
Storefront (including automatic sliding door package)
Structural Steel (miscellaneous)
Roofing (patching and curbs) and Sheet Metal
Carpentry, Hardware and Millwork
Hollow Metal Doors and Frames
Miscellaneous Metal
Gypsum Wall Board
Acoustical Tile and Suspension System
Ceramic Tile
Painting
Plumbing

Heating/Ventilating/Air Conditioning
Electrical (including fixtures)
Demolition (as required)
Winter conditions (if applicable)
As-Built Drawings
Miscellaneous (as required)

BONUS AND PENALTY PROVISIONS ATTACHMENT TO BID PROJECT MANUAL

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The Bonus and Penalty Provisions are referred to under Item 6 (b) of the BID PROPOSAL FORM of the Project Manual, Page 8. These are to be made part of the Construction Contract, at the option of the Owner. These provisions are set forth below:

- (a) The A.I.A. Owner-General Contractor Construction Contract shall specify a Completion Date for all of the work of the project. Said full completion date shall be listed in the Construction Contract.
- (b) The Contractor shall achieve Substantial Completion of the work, on or before the date agreed to in the A.I.A. Owner-General Contractor Construction Contract as the Substantial Completion Date. Said Substantial Completion Date shall be listed in the Construction Contract.
- (c) In the event the Contractor does not achieve Substantial Completion of the Work by the Substantial Completion Date in the Construction Contract, the Contractor shall incur a Penalty of \$500.00 a day for each day after the Substantial Completion Date.

The Owner and the Contractor agree that the Penalty amount described above has been freely bargained for, and shall represent the liquidated damages between the parties for the failure of the Contractor to achieve Substantial Completion of the Work on or before the date specified for Substantial Completion.

- (d) At the option of the Owner, the Owner may elect to reduce any remaining amounts due and owing to the Contractor of the Contract Sum by the Penalty amounts which may accrue; however, nothing contained in this subparagraph (d) shall be construed as a waiver by the Owner of its rights to proceed against the Contractor for the collection of any amounts of the Penalty which may accrue.
- (e) In the event it becomes necessary for the Owner to initiate legal action to collect any amounts of the Penalty from the Contractor, the Owner shall also be entitled to all costs of such actions, plus reasonable attorney's fees.
- (f) In the event the Contractor achieves Substantial Completion of the Work prior to the Substantial Completion Date, the Owner agrees to pay the Contractor a Bonus of \$500.00 per day for every day of earlier Substantial Completion.

BONUS AND PENALTY PROVISIONS ATTACHMENT TO BID PROJECT MANUAL

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No other provisions with respect to “Bonuses” or “Penalties” to the Contractor will be entered into between the Owner and the Contractor in the Construction Contract for the project.

- (g) With respect to Article 3 of the A.I.A. 201 General Conditions Document, including amendments thereto, it is expressly understood by the Owner and the Contractor that Saturdays, Sundays and holidays are considered as part of the “Contract Time” and shall be included within the period of days listed by the undersigned between the commencement of the Work and the Completion Date. Saturdays, Sundays and holidays shall not be used to extend or otherwise modify the Completion Date.
- (h) With respect to the A.I.A. Construction Contract entered into the parties thereto, and with respect to Article 3 of A.I.A. Document 201, General Conditions, including amendments thereto, it is expressly understood by the Owner and the Contractor, that, only during such period between the date of the commencement of the Work and the date in which the roof has been substantially installed upon the building, “Rain Days” shall not be counted and included as part of the “Contract Time”. For purposes of the Agreement, to be signed by the parties, “Rain Days” shall be those in which it rains and in which the Contractor is unable to perform the services scheduled for the day due to the rain. A “Rain Day” shall be considered valid only if mutually agreed upon by the Owner’s representative and the Contractor’s representative, which agreement and consent shall not be unreasonably withheld. The Contractor shall report the Rain Days to the Owner on a weekly basis. In the event that the Owner does not consider a Rain Day claimed by the Contractor to be a valid Rain Day, the parties shall resolve their dispute in accordance with the procedures set forth in Articles 4.3 through 4.5 of the Conditions of said A.I.A. 201. In the event that the Contractor does not report a Rain Day to the Owner prior to the end of the week (Friday) in which the Rain Day is claimed, the Contractor waives the right to claim the occurrence of the Rain Day as a basis for extending the Completion Date. The parties agree that, upon the substantial installation of the roof upon the building, Rain Days may not be claimed by the Contractor, or otherwise used to extend the Completion Date, in any matter.
- (i) Substantial Completion is to be interpreted in accordance with relevant A.I.A. documents; essentially Substantial Completion means the date on the Owner’s Certificate of Occupancy from the local authority having jurisdiction over the construction of the project. For purposes of the application of the Penalty and Bonus provisions, hereinabove set forth, Substantial Completion does not require that the Owner obtain its local business license.