



Approve Voorhess Associates Proposal Alderman Manousopoulos moved, seconded by Alderman Schneider to approve proposal with Voorhess Associates L.L.C. to conduct Recruitment for an Economic Development Coordinator.

ROLL CALL

YEAS: 7 ALDERMAN: Schneider, Wosczyński, Jones, Williams Munda, Manousopoulos, Collins.

NAYS: 0 ALDERMAN: None

MOTION CARRIED

Adopt Ordinance Fire Training (Ord #13-43) Alderman Manousopoulos moved, seconded by Alderman Wosczyński to approve ordinance for Fire Training Center construction manager, Professional Building Services. (See Attached page 2A)

ROLL CALL

YEAS: 7 ALDERMAN: Schneider, Wosczyński, Jones, Williams Munda, Manousopoulos, Collins.

NAYS: 0 ALDERMAN: None

MOTION CARRIED

Executive Session Alderman Manousopoulos moved, seconded by Alderman Wosczyński to enter Executive session for the purposes of hiring personnel at 6:40 p.m.

Executive Session The City Council met in executive session from 6:41 p.m.- 7:00 p.m.

Return to Regular order of business Alderman Wosczyński moved, seconded by Alderman Williams to return regular order of business.

MOTION CARRIED

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**THE CITY OF CALUMET CITY**  
**COOK COUNTY, ILLINOIS**

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**ORDINANCE**

NUMBER 13-43

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**AN ORDINANCE AUTHORIZING AND APPROVING A PROFESSIONAL  
SERVICES CONSTRUCTION MANAGEMENT AGREEMENT BY AND BETWEEN  
PROFESSIONAL BUILDING SERVICES, INCORPORATED AND THE CITY OF  
CALUMET CITY, COOK COUNTY, ILLINOIS**

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**MICHELLE MARKIEWICZ QUALKINBUSH, Mayor**  
**NYOTA T. FIGGS, City Clerk**

**ANTOINE COLLINS**  
**THADDEUS JONES**  
**NICK MANOUSOPOULOS**  
**ROGER MUNDA**  
**ERIC W. SCHNEIDER**  
**RAMONDE D. WILLIAMS**  
**MAGDALENA J. "LENI" WOSZYNSKI**

**Aldermen**

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City Attorneys - 3318 West 95<sup>th</sup> Street - Evergreen Park, Illinois 60805

Special MTA 9-513

-2A-

ORDINANCE NUMBER 13-43

**AN ORDINANCE AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES CONSTRUCTION MANAGEMENT AGREEMENT BY AND BETWEEN PROFESSIONAL BUILDING SERVICES, INCORPORATED AND THE CITY OF CALUMET CITY, COOK COUNTY, ILLINOIS**

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**WHEREAS**, the City of Calumet City, Cook County, Illinois (the “City”) is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the “Home Rule Powers”); and

**WHEREAS**, Professional Building Services, Incorporated (the “PBS”), located at 510 Cass Street, Crete, Illinois 60417, is a construction management services firm that is prepared to provide the City with professional services for the construction of a Fire Department Training Center Facility; and

**WHEREAS**, the City requires such services as part of its desire to maximize the potential use of the new facility and to ensure the orderly design and construction of the facility; and

**WHEREAS**, PBS and the City desire to enter into an agreement pursuant to which PBS will provide such services to the City.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Calumet City, Cook County, Illinois, by and through its Home Rule Powers, as follows:

**Section 1.** That the above recitals are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** The Professional Services Construction Management Agreement by and between Professional Building Services, Inc. and the City of Calumet City, Cook County, Illinois (the “Agreement”) together with the Addendum to the Agreement (the “Addendum”) copies of

which are attached hereto and made a part hereof as Exhibit A, are hereby approved in substantially the form presented to the City Council, with such necessary substantive and administrative changes as may be authorized by the Mayor, the execution thereof to constitute the approval by the City of any and all changes or revisions therein contained.

**Section 3.** The officials, officers, and employees of the City are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance, the Agreement and its Addendum.

**Section 4.** The City Treasurer and Finance Director are hereby authorized and directed to expend such necessary funds and undertake such financial action on the part of the City as contained in the Agreement and its Addendum to complete satisfaction of any provision, term or condition stated therein.

**Section 5.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

**Section 6.** All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

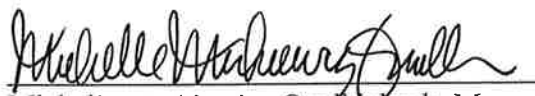
**Section 7.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

*(Intentionally Left Blank)*

**ADOPTED** by the Mayor and City Council of the City of Calumet City, Cook County, Illinois this 5 day of September 2013, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Collins	✓			✓
Jones	✓			✓
Manousopoulos	✓			✓
Munda	✓			✓
Schneider	✓			✓
Williams	✓			✓
Woczynski	✓			✓
(Mayor Qualkinbush)				✓
<b>TOTAL</b>	<b>7</b>			

**APPROVED** by the Mayor of the City of Calumet City, Cook County, Illinois on this 5 day of September 2013.

  
Michelle Markiewicz Qualkinbush, Mayor

ATTEST:

  
Nyota T. Figg, City Clerk

**EXHIBIT A**

*Agreement and Addendum*



professional  
building  
services

pbsdesignbuild.com

P. O. Box 278 ♦ Crete, IL 60417  
708.672.4010 / 708.672.3607 fax

**PROFESSIONAL SERVICES CONSTRUCTION MANAGEMENT AGREEMENT**

August 20, 2013

Calumet City  
Mr. William Galgan – Fire Chief  
684 Wentworth Avenue  
Calumet City, IL 60409

Re: New Fire Department Training Center / EOC / ESDA

The purpose of this CM agreement is to facilitate coordinated activities with the City of Calumet City for the construction of its new Emergency Services / Emergency Operations Center / Fire Department Training Center Facility. Upon execution of this agreement, PBS will begin compilation of pricing as it coordinates with progress design and completion. Upon establishment of an updated and approved estimated project total cost and completed working drawings for each sub trade area, PBS will seek best and final pricing for the purpose of letting contracts with the City of Calumet City to qualified vendors for all supply and sub trade areas. Below are the specifics of the agreement and Construction Management services provided.

This agreement made this 20<sup>th</sup> day of August, 2013, between the City of Calumet City, hereinafter referred to as (CC) and Professional Building Services, Inc., hereinafter referred to as (PBS) to provide comprehensive Construction Management Services for your new facility to be located at Plummer Street and State Line Avenue, Calumet City, Illinois.

**Pre-Construction Professional Services**

Preconstruction clarification of scope / purchasing of long lead item materials, scheduling meetings, all to be coordinated by PBS Business Development, Project Design Coordinator and Field Project Manager in concert with CC designated personnel. Pre-construction services to include the following:

1. Meetings with CC Team, PBS Construction and design team, Architect, Civil and Mechanical Engineers.
2. Meetings with PBS Design Team to provide clarity and accuracy of design intent
3. Review with CC final drawings and development of permit application.
4. PBS will oversee and manage the entire bidding process for total accuracy, quality and bidder qualifications.
  - a. This includes all requested pricing for this project from qualified material suppliers and sub-contractors. Costs for all construction services will be received by PBS, reviewed and submitted to the City of Calumet City with recommendations for approval before letting of contracts.



**Approximate completion Time of Project**

Assuming receipt of the proper approvals from Calumet City and required authorities, and procurement of permits in an appropriate time frame, allow approximately 10 months from receipt of permit for substantial completion. PBS project manager will provide a detailed schedule updated regularly with regard to anticipated construction timing and subsequent timing of project completion.

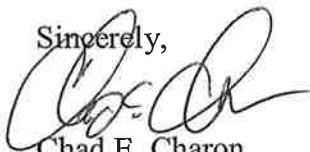
Construction Management Team will include:

- Project Customer service / Business Development Coordinator:
  - Responsibilities include coordinating all financial and customer related communications with CC (**Chad Charon**)
- Project Design Coordinator:
  - Responsibilities include the coordination of final design and/or changes, permitting, construction sequencing and purchasing with field project manager. Project Design Coordinator will also be responsible for design questions generated by Field Project Manager. (**Erik Pieters**)
- Project Comptroller:
  - Responsibilities include tabulation and coordination of monthly Statements, Waivers of Lien and matters related to the payment of supplier and subcontractors requests for payment. (**Paula Browning**)
- Project Insurance / License Coordinator:
  - Responsibilities include insuring proper permitting and licensing documents are in place, current and in conformance with local and state agencies. (**Naomi Weldon**)
- Field Project Manager and Contract Management:
  - Responsibilities will include overall field coordination of construction services. Work to include sequencing, scheduling, and oversight of all on-site construction services. (**TBD**)

Your signature below, along with initial payment as called out above authorizes PBS to begin all construction management activities.

We wish you great success with your new building and look forward to working together!

Sincerely,



Chad E. Charon  
Professional Building Services, Inc.  
Date 09-06-13

Authorized Signature:



Calumet City  
Date 9-6-13

## ADDENDUM

### **MODIFICATIONS TO PROFESSIONAL SERVICES CONSTRUCTION MANAGEMENT AGREEMENT BETWEEN THE CITY OF CALUMET CITY AND PROFESSIONAL BUILDING SERVICES, INCORPORATED**

The following modifications are hereby agreed to by the City of Calumet City ("Owner") and Professional Building Services, Incorporated ("PBS"), which shall supplement and supersede any conflicting language in the Professional Services Construction Management Agreement between Owner and PBS, dated August 20, 2013:

1. Owner intends the following procurement method for the Project: Multiple Prime Contractors (alternatively referred to as "trade contractors") and Material Suppliers with separate bid packages to be competitively bid.
2. Prequalification of bidders will be required for this project. PBS shall advertise for bids from contractors/subcontractors for the disciplines of work required to construct the Project. PBS shall prequalify bidders and prepare a bidders list for the Owner. Bids from only the prequalified bidders will be opened. PBS shall recommend the lowest responsible bidder for each of work item bid. All bidders will be required to submit the following written documentation as part of their prequalification package:
  - a. Financial ability to perform the work.
  - b. The ability to obtain the necessary bonds and insurance required for the project.
  - c. Experience in building like projects, with identification of specific projects that have been completed with the names of the design professionals and owners for the listed projects.
  - d. A list of references.
  - e. Any other material deemed relevant to the project.
3. PBS shall provide reasonable assistance to the Owner in connection with punch-list items, troubleshooting, analysis, evaluation, and consultation in the utilization of any system or equipment installed in the Project. Eleven months after Substantial Completion, PBS shall participate in an inspection of the Project to identify any situation that may need further attention from the Owner or Contractor.
4. PBS shall provide any necessary assistance in the utilization of: any equipment or system such as initial start-up or testing, adjusting, and balancing, and preparation of operation and maintenance manuals in a form satisfactory to the Owner; the design parameters of the exterior enclosure, and the structural, electrical, vertical transportation, mechanical, heating, ventilation, air conditioning, building automation, building security, fire and life safety, and other systems of the Project; and orientation of personnel for operation and maintenance.
5. PBS shall accurately and completely mark the working drawings, and the large and full scale detail drawings to show field changes thereon and to describe in sufficient detail any deviation so as to evidence the "as-built" construction of the Improvements. PBS shall use reasonable efforts to review the drawings and specifications and promptly notify the Owner and the applicable Contractor of any deficiencies observed by PBS.
6. All Contract Documents shall provide that the Contractor shall comply with equal opportunity and prevailing wage requirements set forth by statute. No Contract Document shall contain an arbitration or mediation clause. All Contractors shall be required to furnish a 100% Performance, Labor, and Material Payment Bond with a corporate surety, or

satisfactory irrevocable bank letter of credit for contracts under one hundred thousand dollars. PBS shall not directly or indirectly own or control any Contractor.

7. All contract documents shall provide that the trade contractor maintain general liability, business auto liability, and worker's compensation insurance with liability limits agreed to by Owner, and that Owner and PBS shall be named as an additional insureds on each trade contractor's liability insurance policies. Prior to construction, each contractor must furnish certificates of insurance, which provides evidence of satisfactory liability insurance coverage and the required additional insureds endorsements.
8. PBS shall require all trade contractors to certify compliance with the Prevailing Wage Act and shall require all trade contractors to submit certified payroll records on a monthly basis.
9. As-Designed Record drawings are to be provided to the Owner by PBS.
10. PBS shall furnish one set of reproducible Record Drawings to the Owner showing all changes in the actual construction from the Construction Documents, which will be the final record of the work, as built.
11. PBS shall provide Owner with certificates of insurance for liability insurance coverage maintained by PBS, which reflect the Owner as being named as additional insured on such liability insurance policies.

**MODIFICATIONS IN THIS ADDENDUM ARE AGREED TO BY  
THE OWNER AND CONSTRUCTION MANAGER**

OWNER:

City of Calumet City  
204 Pulaski Road  
Calumet City, IL 60409

Dated: 9-6-13

BY: 

Michelle Markiewicz Qualkinbush, Mayor

CONSTRUCTION MANAGER:

Professional Building Services, Incorporated  
510 Cass Street  
Crete, IL 60417

Dated: September 06, 2013

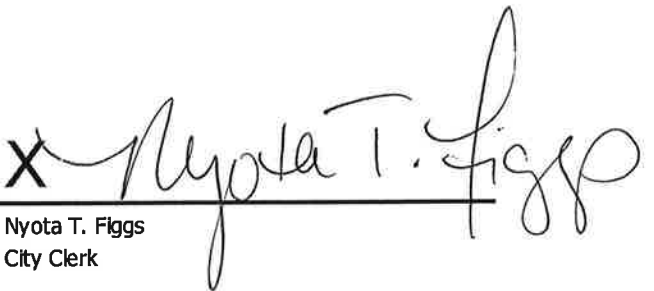
BY: 

Chad Charon - VICE PRESIDENT  
Print Name and Title

ADJOURNMENT

Adjournment was at 7:01 p.m. on a motion made by Alderman Wosczynski, and seconded by Williams.

MOTION CARRIED

X   
\_\_\_\_\_  
Nyota T. Figgs  
City Clerk