

# ORIGINAL

## RESOLUTION

**A RESOLUTION APPROVING AN AMENDMENT TO AN INDEPENDENT CONTRACTOR AGREEMENT WITH J. GILL & CO. FOR MAINTENANCE REPAIRS OF THE VILLAGE’S HOLLEY COURT, THE AVENUE, AND OAK PARK & RIVER FOREST HIGH SCHOOL PARKING STRUCTURES TO INCREASE THE NOT TO EXCEED AMOUNT FROM \$1,596,865.00 TO \$1,649,025.00 AND AUTHORIZING ITS EXECUTION.**

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois (“Village”), in the exercise of their home rule powers that the Amendment to the Independent Contractor Agreement (“Amendment”) with J. Gill & Co. for maintenance repairs of the Village’s Holley Court, The Avenue, and Oak Park & River Forest High School parking structures to increase the not to exceed amount from \$1,596,865.00 to \$1,649,025.00 is approved and the Village Manager is authorized to execute the Amendment in substantially the form attached.

**THIS RESOLUTION** shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 23<sup>rd</sup> day of January, 2024, pursuant to a roll call vote at follows:

Voting	Aye	Nay	Abstain	Absent
President Scaman	✓			
Trustee Buchanan	✓			
Trustee Enyia	✓			
Trustee Parakkat	✓			
Trustee Robinson	✓			
Trustee Straw	✓			
Trustee Wesley	✓			

**APPROVED** this 23<sup>rd</sup> day of January, 2024.

*Vicki Scaman*  
Vicki Scaman, Village President

**ATTEST**  
*Christina M. Waters*  
Christina M. Waters, Village Clerk

# ORIGINAL

**AN AMENDMENT TO AN INDEPENDENT CONTRACTOR AGREEMENT WITH J. GILL & CO. FOR MAINTENANCE REPAIRS OF THE VILLAGE'S HOLLEY COURT, THE AVENUE, AND OAK PARK & RIVER FOREST HIGH SCHOOL PARKING STRUCTURES TO INCREASE THE NOT TO EXCEED AMOUNT FROM \$1,596,865.00 TO \$1,649,025.00 AND AUTHORIZING ITS EXECUTION**

**THIS AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT** (hereinafter referred to as the "Amendment") between the Village of Oak Park, an Illinois home rule municipal corporation, and J. Gill & Co., an Illinois corporation, is entered into this 30<sup>th</sup> day of January, 2024 (collectively referred to as the "Parties").

## RECITALS

**WHEREAS**, the Parties entered into an Independent Contractor Agreement dated September 5, 2023 ("Agreement"); and

**WHEREAS**, the Parties seek to amend the Agreement to increase the not-to-exceed amount, pursuant to the Contractor's change order dated November 27, 2023; and

**WHEREAS**, the Parties seek to amend Section 2 of the Agreement pursuant to this Amendment to increase the not-to-exceed amount; and

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

1. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.

2. **AMENDMENT TO AGREEMENT.** Section 2 of the Agreement is amended by adding the underlined language and deleting the overstricken language as follows:

The Contractor shall perform the Work for the Project in accordance with its Proposal for a price not to exceed ~~\$1,596,865.00~~ \$1,649,025.00 ("Contract Price").

3. **OTHER PROVISIONS OF THE CONTRACT TO REMAIN IN EFFECT.** All other terms and conditions of the Agreement shall remain in full force and effect.

4. **EFFECTIVE DATE.** This Amendment to the Agreement shall be deemed dated and become effective on the date of its execution by the Village Manager of the Village of Oak Park.

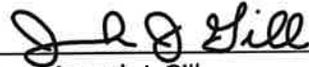
**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be signed by their duly authorized representatives on the day and date first written above.

VILLAGE OF OAK PARK

J. GILL & CO.

  
By: Kevin J. Jackson  
Its: Village Manager

  
By: Joseph J. Gill  
Its: President

Dated: January 30, 2024

Dated: February 1st, 2024

ATTEST

ATTEST

  
By: Christina M. Waters  
Its: Village Clerk

  
By: James Bax  
Its: Secretary

Date: Jan. 31, 2024

Date: February 1st, 2024

**REVIEWED AND APPROVED  
AS TO FORM**

  
PAUL J. MEYER  
**LAW DEPARTMENT**

## Change Order

<b>Owner:</b> Village of Oak Park 123 Madison St. Oak Park IL 60302	<b>Change Order Number:</b> 1 <b>Date:</b> 11/27/2023
<b>To Contractor:</b> J.Gill and Company 8150 W. 185th St. (Suite G) Tinley Park, IL 60487	<b>Engineer's Project Number:</b> 31-009465.10 <b>Contract For:</b> Parking Structure Maintenance Repairs

The Contract is changed as follows:

**Bulletin No. 1** (see attached)

Holley Court Immediate Repairs (2023)	+	\$17,095.50
Holley Court Base Repairs (2023/2024)	+	\$31,764.50

**Bulletin No. 2** (see attached)

Avenue Base Repairs (2023/2024)	+	\$3,300.00
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**Total Change Order Amount** + **\$52,160.00**

The original (Contract Sum)(Guaranteed Maximum Price) was	\$	1,596,865.00
The net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	1,596,865.00
The Contract Sum will be <u>increased</u> (decreased)(unchanged)		
by this Change Order in the amount of	\$	52,160.00
The new Contract Sum, including this Change Order, will be	\$	1,649,025.00
The Contract Time will be (increased)(decreased) <u>unchanged</u> by		N/A
The date of Substantial Completion as of the date of this Change Order, therefore, is		N/A

*NOTE: This Change Order does not include changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.*

**NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER.**

Walker Consultants

ENGINEER (Firm Name)

*Erika J. Green*

BY (Signature)

Erika J. Green

(Typed Name)

11/28/2023

DATE

J.Gill and Company

CONTRACTOR (Firm Name)

*Joseph J. Gill*

BY (Signature)

Joseph J. Gill

(Typed Name)

11/27/2023

DATE

Village of Oak Park

OWNER (Firm Name)

*Kevin J. Jackson*

BY (Signature)

Kevin J. Jackson

(Typed Name)

*JANUARY 30, 2024*

DATE

**REVIEWED AND APPROVED  
AS TO FORM**

*JAN 23 2024*

**LAW DEPARTMENT**

**VILLAGE OF OAK PARK**  
**HOLLEY COURT PARKING STRUCTURE**  
 Maintenance Repairs  
 Project Number 31-009465.10

RES 24-009 | N | 012324  
 Revised Bulletin No. 1  
 November 2023

Name of Contractor: J. Gill and Company

**SECTION 00 43 10 – PROCUREMENT FORM SUPPLEMENTS – BULLETIN NO. 1**

**41.1 LIST OF UNIT PRICES**

State Unit Prices on the following forms.

**BULLETIN NO. 1 IMMEDIATE REPAIRS – 2023**

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
<b>1.0</b>	<b>GENERAL REQUIREMENTS</b>				
1.1	General Requirements				
1.1.2	Concrete Formwork				
1.1.3	Concrete Shores and Reshores				
1.1.4	Concrete Reinforcement	L.S.	1	1,500.50	1,500.50
1.1.5	Scaffolding				
1.1.6	Cranes/Lifts				
1.1.7	Overhead Protection/Temporary Signage/Traffic Control				
<b>3.0</b>	<b>CONCRETE FLOOR REPAIR</b>				
3.1	Floor Repair - Partial Depth	S.F.	35	75.00	2,625.00
<b>49.0</b>	<b>CATHODIC PROTECTION</b>				
49.1	Galvanic Anodes	EA.	35	42.00	1,470.00
<b>80.0</b>	<b>BRICK/CONCRETE MASONRY UNIT FAÇADE</b>				
80.5	New Brick Masonry Wall	L.S.	1	-	11,500.00
<b>HOLLEY COURT BULLETIN NO. 1 IMMEDIATE REPAIRS (2023) – GRAND TOTAL</b>					<b>\$ 17,095.50</b>

Abbreviations:

L.S. = Lump Sum  
 L.F. = Lineal Foot

S.F. = Square Foot  
 EA. = Each

**VILLAGE OF OAK PARK**  
**HOLLEY COURT PARKING STRUCTURE**  
 Maintenance Repairs  
 Project Number 31-009465.10

RES 24-009 | N | 012324  
 Revised Bulletin No. 1  
 November 2023

Name of Contractor: J. Gill and Company

**BULLETIN NO. 1 BASE REPAIRS – 2023 / 2024**

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
<b>1.0</b>	<b>GENERAL REQUIREMENTS</b>				
1.1	General Requirements				
1.1.2	Concrete Formwork				
1.1.3	Concrete Shores and Reshores				
1.1.4	Concrete Reinforcement	L.S.	1	2,100.50	2,100.50
1.1.5	Scaffolding				
1.1.6	Cranes/Lifts				
1.1.7	Overhead Protection/Temporary Signage/Traffic Control				
<b>4.0</b>	<b>CONCRETE CEILING REPAIR</b>				
4.1	Ceiling Repair – Partial Depth	S.F.	35	236.00	8,260.00
<b>5.0</b>	<b>CONCRETE BEAM REPAIR</b>				
5.1	Beam Repair	S.F.	2	95.00	190.00
<b>7.0</b>	<b>CONCRETE WALL REPAIR</b>				
7.1	Wall Repair	S.F.	15	110.00	1,650.00
<b>11.0</b>	<b>CRACK AND JOINT REPAIR</b>				
11.3	Vertical Joint Sealant	L.F.	45	27.00	1,215.00
11.5	Epoxy Inject Cracks	L.F.	5	85.00	425.00
<b>24.0</b>	<b>SPECIAL P/T REPAIR SYSTEMS</b>				
24.1	PT Tendon Grout Pocket Repair	EA.	16	130.00	2,080.00
<b>30.0</b>	<b>ELECTRICAL - LIGHTING</b>				
30.1	Electrical Allowance (At 2 Floors - \$3,500 Each Floor)	L.S.	1	\$7,000.00	\$7,000.00
<b>35.0</b>	<b>BRICK/MASONRY REPAIRS</b>				
35.2	Remove and Replace Face Brick	S.F.	5	138.00	690.00

**VILLAGE OF OAK PARK**  
**HOLLEY COURT PARKING STRUCTURE**  
 Maintenance Repairs  
 Project Number 31-009465.10

RES 24-009 | N | 012324  
 Revised Bulletin No. 1  
 November 2023

Name of Contractor: J. Gill and Company

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
35.3	Remove and Replace Concrete Masonry Unit	EA.	5	100.00	500.00
<b>45.0</b>	<b>PAINTING</b>				
45.3	Paint Concrete	S.F.	50	20.00	1,000.00
<b>49.0</b>	<b>CATHODIC PROTECTION</b>				
49.1	Galvanic Anodes	EA.	37	42.00	1,554.00
<b>96.0</b>	<b>ROOFING AND COPING</b>				
96.7	Install Surface Mounted Metal Flashing	L.F.	12	425.00	5,100.00
<b>HOLLEY COURT BULLETIN NO. 1 BASE REPAIRS (2023 / 2024) – GRAND TOTAL</b>					<b>\$ 31,764.50</b>

Abbreviations:

- L.S. = Lump Sum
- L.F. = Lineal Foot
- S.F. = Square Foot
- EA. = Each

VILLAGE OF OAK PARK  
HOLLEY COURT PARKING STRUCTURE  
Maintenance Repairs  
Project Number 31-009465.10

RES 24-009 | N | 012324  
Revised Bulletin No. 1  
November 2023

Name of Contractor: J. Gill and Company

**41.2 NON-COLLUSION AFFIDAVIT**

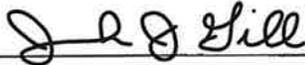
Bidder, by its officers and its agents or representatives present at the time of filing this Bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other Bidder, or with any officer of the Village of Oak Park whereby such affiant or affiants or either of them has paid or is to pay such other Bidder or officer any sum of money, or has given or is to give to such other Bidder or officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other free competition into the letting of the contract sought for by the attached Bids that no inducement of any form or character other than that which appears on the face of the Bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the Bid or awarding of the Contract, nor has this Bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contractor sought by this Bid.

Submitted By:

Type or print firm name:

J. Gill and Company

Authorized Signature



Date

11/15/23

**END OF SECTION 00 43 10 – BULLETIN NO. 1**

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**VILLAGE OF OAK PARK**  
**AVENUE PARKING STRUCTURE**  
 Maintenance Repairs  
 Project Number 31-009465.10

RES 24-009 | N | 012324  
 Bulletin No. 2  
 November 2023

Name of Contractor: J. Gill and Company

**SECTION 00 43 10 – PROCUREMENT FORM SUPPLEMENTS – BULLETIN NO. 2**

**41.1 LIST OF UNIT PRICES**

State Unit Prices on the following forms.

**BULLETIN NO. 2 BASE REPAIRS – 2023 / 2024**

WORK ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
<b>1.0</b>	<b>GENERAL REQUIREMENTS</b>				
1.1	General Requirements				
1.1.2	Concrete Formwork				
1.1.3	Concrete Shores and Reshores				
1.1.4	Concrete Reinforcement	L.S.	1	500.00	500.00
1.1.5	Scaffolding				
1.1.6	Cranes/Lifts				
1.1.7	Overhead Protection/Temporary Signage/Traffic Control				
<b>35.0</b>	<b>BRICK/MASONRY REPAIRS</b>				
35.2	Remove and Replace Face Brick	S.F.	20	140.00	2,800.00
	<b>AVENUE BULLETIN NO. 2 BASE REPAIRS (2023 / 2024) – GRAND TOTAL</b>				<b>\$ 3,300.00</b>

Abbreviations:

- L.S. = Lump Sum
- L.F. = Lineal Foot
- S.F. = Square Foot
- EA. = Each

**VILLAGE OF OAK PARK**  
**AVENUE PARKING STRUCTURE**  
Maintenance Repairs  
Project Number 31-009465.10

RES 24-009 | N | 012324  
Bulletin No. 2  
November 2023

Name of Contractor: J. Gill and Company

**41.2 NON-COLLUSION AFFIDAVIT**

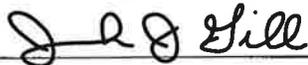
Bidder, by its officers and its agents or representatives present at the time of filing this Bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other Bidder, or with any officer of the Village of Oak Park whereby such affiant or affiants or either of them has paid or is to pay such other Bidder or officer any sum of money, or has given or is to give to such other Bidder or officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other free competition into the letting of the contract sought for by the attached Bids that no inducement of any form or character other than that which appears on the face of the Bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the Bid or awarding of the Contract, nor has this Bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contractor sought by this Bid.

Submitted By:

Type or print firm name:

J. Gill and Company

Authorized Signature



Date

11/14/23

**END OF SECTION 00 43 10 – BULLETIN NO. 2**

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