

**JOB ORDER CONTRACT
CONSTRUCTION SERVICES AGREEMENT
CONTRACT NO: 11-28-058**

BETWEEN



**COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer**

AND

**Wight / Industria J.V.
(Based on City Contract No. 15039)**

PROFESSIONAL SERVICES AGREEMENT

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Exhibit 3	City Contract No. 15039 (reference only)
Exhibit 4	Evidence of Insurance
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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Wight / Industria J.V., authorized to do business in the State of Illinois hereinafter referred to as "Contractor", pursuant to authorization by the Cook County Board of Commissioners on the 7th day of September, 2011, (the "Effective Date") as evidenced by Board Authorization letter attached hereto as EXHIBIT 5.

BACKGROUND

Whereas, the County, pursuant to Section 34-140 ("the Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the City awarded a Job Order Contracting ("JOC") contract to support a City-wide "JOC" Program; and

Whereas, the County through the City-County collaboration initiative, wishes to leverage the procurement efforts of the City; and

Whereas, the County desires certain similar services of the Contractor; and

Whereas, the County has identified sixteen (16) initial projects to be completed under the JOC Program and may identify additional projects in the near future; and

Whereas, the sixteen (16) initial projects are listed in Exhibit 1, County Construction Projects; and

Whereas, the Contractor will be compensated as per the Construction Task Catalog, set forth in Exhibit 2 and the Adjustment Factor stated in the City Contract also set forth in Exhibit 2.

Whereas, the Contractor agrees to provide to the County, JOC Construction Services; and

Whereas, the Contractor warrants that it is ready, willing and able to perform these services for the County set forth in Exhibit 1, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City Contract; and

Whereas, the County and the Contractor agree to the Terms and Conditions as stated in the City Contract, hereto incorporated by reference as Exhibit 3, City Contract all as may be applicable to the County; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Contractor and the County agree and the information set forth is incorporated by reference herein.

INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1 County Construction Projects
- Exhibit 2 Adjustment Factor and Construction Task Catalog (reference only)
- Exhibit 3 City Contract No. 15039 (reference only)
- Exhibit 4 Evidence of Insurance
- Exhibit 5 Board Authorization

EXHIBIT 1

County Construction Projects

County Construction Projects

1. Remove and Replace Air Dryers at Stroger Hospital
2. Remove and Replace Lime in Basins at Stroger Hospital
3. Boiler Room Valve Replacement at OFH
4. Descale Powerhouse Boilers 1,2, &3 at OFH
5. Powerhouse Refrigeration Air Dryer
6. Replacement of Running Track at DOC Boot Camp
7. Repaving and Striping at Division XI Parking Lot
8. Stroger Hospital – Surface Lot Parking
9. New Exterior Doors at Fantus Clinic
10. Remove and Replace West Storefront and Entrance Door at Bridgeview
11. Maywood Fire Pump and Exterior Fire Bell Replacement
12. Maywood Courthouse Supply Fan Repair/Replacement
13. Provident Hospital Dock Repairs
14. Cafeteria Hot Food Table Replacement at Stroger Hospital
15. Brick Retaining Wall Project at the DOC
16. Stroger Hospital Polymer Epoxy Flooring

EXHIBIT 2

**Adjustment Factor
Construction Task Catalog (reference only)**

**Job Order Contracting Master Services Agreement
2011 REQUEST FOR ADJUSTMENT FACTOR DECREASE**

Please complete the form below and return to Department of General Services by close of business on 24 March 2011.

Send completed form to:

Department of General Services
30 N. LaSalle
Suite 300
Chicago, IL 60602
Attn: Arthur Andros

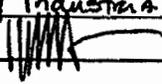
Contract Number:

15039

Contractor Name:

Wight / Industria JV

Authorized Signature:



QUESTION #1: Will you voluntarily forgo the July 2011 annual adjustment factor increase? If yes, the adjustment factors used during the July 2010 to June 2011 period will be the same adjustment factors used during the July 2011 to June 2012 period.

No, I will not voluntarily forgo the 2011 annual adjustment factor increase.

Yes, I will voluntarily forgo the 2011 annual adjustment factor increase.

QUESTION #2: Will you voluntarily decrease some or all of your adjustment factors? If Yes, please specify the new adjustment factors in the space provided below. When specifying the adjustment factors, they must be equal to or lower than the current adjustment factors as DGS is requesting a decrease.

No, I will not voluntarily decrease my adjustment factors.

Yes, I will voluntarily decrease some or all of my adjustment factors. The decreased adjustment factors are specified below.

(Please specify new adjustment factors to the 4th decimal place)

1.3000

Normal Working Hours

1.3500

Other Than Normal Working Hours

1.0500

Non Pre-Priced Adjustment Factor



**THE
GORDIAN
GROUP®**

THE STANDARD FOR JOB ORDER CONTRACTING®



City of Chicago
Department of General Services

Specification Number - 51701
RFQ Number - 2326

JOB ORDER CONTRACT

Construction Task Catalog®

Book 1 of 2
CSI SECTIONS 01000 - 14000

December 2006



**THE
GORDIAN
GROUP®**

THE STANDARD FOR JOB ORDER CONTRACTING®



City of Chicago
Department of General Services

Specification Number - 51701
RFQ Number - 2326

JOB ORDER CONTRACT

Construction Task Catalog®

Book 2 of 2
CSI SECTIONS 15000 - 16000

December 2006

EXHIBIT 3

City Contract
(Contract No. 15039 reference only)

Contract is available on CD-ROM

Contract Summary Sheet

Contract (PO) Number: 15039

Specification Number: 51701

Name of Contractor: WIGHT/INDUSTRIA JV

City Department: DEPT OF GENERAL SERVICES

Title of Contract: DEPT. OF GENERAL SERVICES-JOB ORDER CONTRACT
REHABILITATION OF CITY FACILITIES

Term of Contract: Start Date: 7/16/2007

End Date: 7/15/2009

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):

\$16,000,000.00

Brief Description of Work: DEPT. OF GENERAL SERVICES-JOB ORDER CONTRACT
REHABILITATION OF CITY FACILITIES

Procurement Services Contract Area: JOC

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 50829021

Submission Date:

JUL 26 2007

EXHIBIT 4

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Table with 2 main columns: PRODUCER (Mackey Team, Mesirow Insurance Services, Inc., 353 N. Clark Street, Chicago, IL 60654) and CONTACT NAME/PHONE/FAX/E-MAIL ADDRESS. A sub-table lists INSURER(S) AFFORDING COVERAGE with columns for INSURER NAME and NAIC #.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, Valuable Papers, and Prof. Liab. Incl.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) City of Chicago is listed as Additional Insured as their interests may appear, where required by contract regarding operations performed by the Named Insured. Additional Named Insured: Wight Construction, Inc.; Wight & Company. Coverage is provided for work within 50 feet of a railroad per the Contractual Liability - Railroads Liability endorsement number CG 24 17. Waiver of Subrogation is provided in favor of the City of Chicago for the Workers' Compensation policy, where required by contract regarding operations performed by the Named Insured.

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (City of Chicago - Department of General Services, Attn: Contracts Division 30 N. LaSalle, Ste. 3700, Chicago, IL 60602) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: John P. Hanney)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad: ALL Railroads	Designated Job Site: Where required by written contract or agreement
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

EXHIBIT 5

Board Authorization

JOURNAL OF PROCEEDINGS

APPROVED BY THE BOARD OF COOK COUNTY COMMISSIONERS SEP 07 2011
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BUREAU OF ECONOMIC DEVELOPMENT
OFFICE OF CAPITAL PLANNING AND POLICY

PROPOSED AGREEMENT

Transmitting a Communication, dated August 29, 2011 from

MARIA SALDAÑA, Bureau Chief, Bureau of Economic Development

I hereby transmit for your approval a request for the Office of Capital Planning and Policy, as authorized by the Cook County Purchasing Agent, to participate in the City of Chicago (the "City") Job Order Contract (JOC) program to complete the 16 capital projects listed below (the "Projects"). JOC is a quantity based procurement process that allows facility owners to complete a multitude of repair/maintenance and construction projects with a single, competitively bid contract. The JOC process generally involves first selecting a pool of potential contractors through a competitive procurement process, and then identifying projects for such selected contractors.

The City has already completed a JOC competitive procurement process, and it has created the pool of general contractors to perform certain projects generally associated with maintenance, repairs, and routine work. Participating in, or "piggy backing" on the City's existing JOC contract would allow the County to enjoy the myriad cost savings achieved through volume purchases.

The JOC program has an administrative component managed by the Gordian Group. The Gordian Group maintains an area price book, which captures the prices for specific construction work items within this region. JOC contractors bid against the prices included in the price book. The cost, therefore, of any work performed by the contractor is a contractor markup from the price book. The Gordian Group would receive a 2% administrative fee from Cook County based on the total project cost of the work.

I specifically request authorization for the Purchasing Agent, on behalf of the Office of Capital Planning and Policy, to:

1. Enter into and execute an agreement with the Gordian Group on the same terms as, and actively participate in, the City's JOC agreement for the coordination and administrative management of the Job Order Contracting program;
2. Do all such acts and things and to execute all contracts necessary to complete the Projects using vendors selected through the City's JOC program.
3. The following projects would be included and assigned by the Gordian Group to participating JOC contractors:

1. Remove and Replace Air Dryers at Stroger Hospital
2. Remove and Replace Lime in Basins at Stroger Hospital
3. Boiler Room Valve Replacement at OFH
4. Descale Powerhouse Boilers 1, 2 & 3 at OFH
5. Powerhouse Refrigeration Air Dryer
6. Replacement of Running Track at DOC Boot Camp
7. Repaving and Striping at Division XI Parking Lot
8. Stroger Hospital - Surface Lot Parking
9. New Exterior Doors at Fantus Clinic
10. Remove and Replace West Storefront and Entrance Door at Bridgeview
11. Maywood Fire Pump and Exterior Fire Bell Replacement
12. Maywood Courthouse Supply Fan Repair/Replacement
13. Provident Hospital Dock Repairs
14. Cafeteria Hot Food Table Replacement at Stroger Hospital
15. Brick Retaining Wall Project at the DOC
16. Stroger Hospital Polymer Epoxy Flooring

Estimated Fiscal Impact: \$5,911,435. Contract period: September 7, 2011 through August 31, 2012.

9000 County Building, 20000 County Physical Plant, 28000 Cook County Health and Hospitals, 33000 Oak Forest Hospital.

The approved capital projects listed above that pertain to the Cook County Health & Hospitals System were approved by the Finance Committee of the Cook County Health & Hospitals System Board at their August 19, 2011 meeting.

No lobbying contact was made for this item.

**ECONOMIC DISCLOSURE STATEMENT
AND
EXECUTION DOCUMENT**

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
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2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Required Disclosures (Lobby, Local Business Preference, Child Support, Real Estate Ownership)	EDS 6, 7
	Cook County Affidavit of Child Support Obligations	EDS 8
	Cook County Disclosure of Ownership Interest Statement	EDS 9, 10
	Familial Relationship Disclosure Provision	EDS 11, 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Corporation Signature Page	EDS 15a/b/c
9	Cook County Signature Page	EDS 16

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Purchasing Agent. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: N/A M/WBE Subcontractors will be appointed when work orders are issued

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

LETTER OF INTENT (SECTION 2)

M/WBE Firm: N/A

Contract #: _____

Address: _____

City/State/ Zip: _____

Contact Person: _____

Phone: _____ Fax: _____

Certification Expiration Date: _____

Race/Gender: _____

Email: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes – Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public _____

SEAL

A. BIDDER/PROPOSER HEREBY REQUESTS: N/A

FULL MBE WAIVER FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**
- (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Wight Construction Services, Inc. D/B/A: Wight/Industria JV EIN NO.: 36,3964896

Street Address: 211 N. Clinton Ave., Suite 3N

City: Chicago State: IL Zip Code: 60661

Phone No.: _____

Form of Legal Entity:

- Sole Proprietor Partnership Corporation Trustee of Land Trust
- Business Trust Estate Association Joint Venture
- Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Mark T. Wight	270 East Pearson #1203, Chicago, IL 60611	100%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [X] No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- [X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Ken Osmun
Name of Authorized Applicant/Holder Representative (please print or type)


Signature

kosmun@wightco.com
E-mail address

Group President
Title

December 13, 2011
Date

630.969-7000
Phone Number

Subscribed to and sworn before me
this 13th day of December 2011.

X 
Notary Public Signature

My commission expires: _____
OFFICIAL SEAL
SHERRIE A DUNCAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 06/04/13
Notary Seal

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Ken Osmun Title: Group President

Wight Construction Services, Inc.

Business Entity Name: dba Wight/Industria JV Phone: 312.261-5700

Business Entity Address: 211 N. Clinton Ave., Suite 3N, Chicago, IL 60661

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

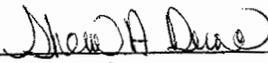
To the best of my knowledge and belief, the information provided above is true and complete.

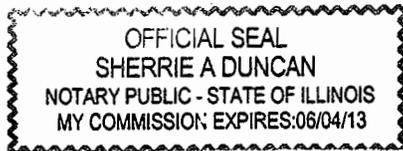

Owner/Employees Signature

December 13, 2011
Date

Subscribe and sworn before me this 13th Day of December, 2011

a Notary Public in and for Will County


(Signature)



NOTARY PUBLIC
SEAL

My Commission expires 06/04/2013

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

**Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602**

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Wight Construction Services, Inc. dba Wight/Industria JV

BUSINESS ADDRESS: 211 N. Clinton Ave, Suite 3N
Chicago, IL 60661

BUSINESS TELEPHONE: 312.261.5700 FAX NUMBER: 312.261.5701

CONTACT PERSON: Ken Osmun

FEIN: 36-3964896 *IL CORPORATE FILE NUMBER: 5783-011-5

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Ken Osmun VICE PRESIDENT: Raymond F. Prokop

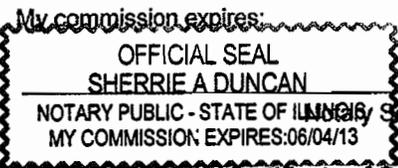
SECRETARY: Carol Roglin TREASURER: Carol Roglin

**SIGNATURE OF PRESIDENT: _____

ATTEST: Carol Roglin (CORPORATE SECRETARY)

Subscribed and sworn to before me this
13th day of December, 2011.

X Sherrie A Duncan
Notary Public Signature



* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Joni Prosser

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lourdes

COOK COUNTY CHIEF PROCUREMENT OFFICER

Robert Rebold

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 27th DAY OF December, 2011.

IN THE CASE OF A PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

11-28-058

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: Contract amount is based on the JOC Construction Task Catalog on a project by project basis.
(DOLLARS AND CENTS)

FUND CHARGEABLE: (9000, 28000, 20000, 30000) Various

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY