



12 South Center Street
Bensenville, IL 60106

Office: 630.359.3404
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www.bensenville.il.us

VILLAGE BOARD

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August 28, 2019

Ms. Bernadette Soto

Chicago Regional Council of Carpenters
4979 Indiana Avenue
Liste, Illinois 60532

Re: August 27, 2019 FOIA Request

Dear Ms. Soto:

I am pleased to help you with your August 27, 2019 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on August 27, 2019. You requested copies of the items indicated below:

"This is a request for information under the Freedom of Information Act. I request copies of all bid and certified payroll documents for Salt Dome Construction awarded to Bulk Storage on June 28, 2011."

After a search of Village files, the following information was found responsive to your request:

- 1) Village of Bensenville Bid Packet for Salt Dome Construction Submitted by Bulk Storage. (24 pgs.)
- 2) Bulk Storage Certified Payroll. (9 pgs.)

These are all the records found responsive to your request.

Section 7(1)(b) of FOIA provided that "private information" is exempt from disclosure. "Private information" is defined in FOIA as, "unique identifiers, including a person's social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords, or other access codes, medical records, home or personal telephone numbers, and personal email addresses. Private information also includes home address and personal license plates, except as otherwise provided by law or when complied without possibility of attribution to any person." 5ILCS 140/2(c-5). Consequently, certain identifiers have been redacted from the records being provided.

Pursuant to Section 9 of the FOIA, 5 ILCS 140/9, I am required to advise you that I, the undersigned Freedom of Information Officer, reviewed and made the foregoing determination to deny a portion of your FOIA Request as indicated. Should you believe that this Response constitutes an improper denial of your request, you may appeal such by filing a request for review within sixty (60) days of the date of this letter with the Public Access Counselor of the Illinois Attorney General's Office, Public Access Bureau, 500 South Second Street, Springfield, Illinois 62706; telephone 1-887-299-FOIA; e-mail: publicaccess@atg.state.il.us. You may also have a right of judicial review of the denial under Section 11 of the FOIA, 5 ILCS 140/11.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,


Corey Williamsen
Freedom of Information Officer
Village of Bensenville

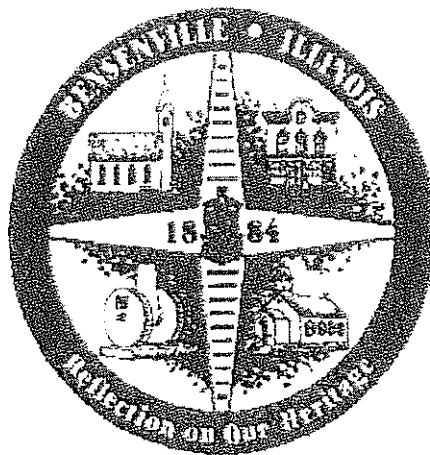


ORIGINAL

Village of Bensenville

Invitation to Bid with Specifications

Salt Dome Construction



Bensenville Public Works
717 E. Jefferson St. Bensenville, IL 60106
Phone: 630-350-3435 Fax: 630-594-1148
www.Bensenville.il.us

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BID SPECIFICATIONS
Village of Bensenville, Illinois
Pre Engineered Dome Style Salt Storage Building

Scope

- A. The work described herein shall consist of furnishing and constructing a Dome style storage building, complete as specified, for the purpose of storing salt or sand for ice and snow control. The scope includes furnishing a pre-engineered design for the construction of a 61' diameter Dome shaped salt storage building on a 10' tall concrete base wall.
- B. Contractor shall provide field inspection of building location and site preparation. Contractor shall provide layout of base asphalt pad dimensions and field inspection placement of gravel substrate.

Location

- A. The salt storage building shall be erected on an asphalt pad (as specified elsewhere) in the Village of Bensenville, Illinois. Pad shall already be in place at a pre-selected location.

Delivery and Erection

- A. The building and all related materials furnished by the successful bidder shall be delivered to and erected or assembled at the site specified and as per the approved plans. The contractor shall be responsible for the safe unloading and storage of all materials. It will, also, be the responsibility of the contractor to make minor adjustments necessary in the foundation wall to accomplish a vertical building axis and level horizontal foundation lines.

Summary of the work

- A. The contractor shall furnish all labor, material, equipment and supervision for completed construction of a Dome style salt storage building. The contractor shall provide complete shop drawings.
- B. Contractor shall provide guarantee of one (1) year on the building and five (5) years on the roof. Roof guarantee shall include labor and materials.
- C. The contractor shall have a minimum experience of completing at least three (3) similar buildings. Contractor shall include name, address and telephone numbers of other Owners of the same or similarly constructed buildings, supplied and constructed by his firm.

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DESIGN AND MATERIALS

A. Configuration

1. Profile of the building must provide a minimum perimeter interior height of 11' 6" as measured from the inside of the concrete ring wall.
2. The rated capacity (based on 80 pcf at 33 degrees angle of repose) shall be a minimum of 1,896 tons using a front end loader.
3. Minimum inside radius dimension shall be 30' - 5". Overall highest point outside shall be 36'.
4. Top area of Dome must be "walkable" to provide sufficient area for safe removal of optional filler hatch.
5. Minimum doorway height of 18 feet high and 15 feet wide.
6. Minimum usable floor area shall be 2,903 square feet.

B. Foundation

1. Shall be a floating mat foundation with a minimum of 4" of bituminous concrete asphalt over a minimum of 6" well compacted crushed stone compacted to 4000 psf. Finished grade must not exceed $\pm$ one (1) inch in Dome area. Owner will previously place foundation. Contractor shall notify owner of a change in site conditions. Paved area shall be approximately 68' x 70' (By Owner).
2. Substrate shall be able to support a minimum of 2000 psf before placement of gravel.
3. Foundation area shall have positive drainage to prevent differential frost heave.

C. Base Wall (Tension ring-cast in place)

1. Reinforced concrete wall shall be 12" thick and 10' high.
2. Reinforcing steel shall be epoxy coated deformed bars conforming to ASTM-A615 grade 60.
3. Grade Beam shall be excavated to minimum of 48" below grade.
4. Anchor bolts shall be hot dipped galvanized conforming to ASTM A307 yield strength $F_y = 36$ KSI.

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5. Concrete mix shall be per ASTM C150-74 or per local code. Minimum 28 day compressive strength of 4,000 psi. Concrete shall be air entrained 4 to 7% by volume.
6. The interior walls shall be coated with a silane solution that is 40% by weight isobutyltriethoxy silane in ethyl alcohol.

D. Pre Fabricated Dome Structure

1. The building shall be designed to meet a roof load of 30 psf (based ground snow load), and a wind load of 90 mph.
2. The building shall be Dome shaped with a clear span of 61' with no internal support.
3. The building shall be constructed of pre-engineered manufactured triangular panels. Panel frames shall be made of SPF #2 or better kiln dried to 15% moisture content. All panels shall be framed 16" on center and assembled with galvanized nails. Lumber shall conform to PS-20-83.
4. Plywood sheathing shall be 1/2" CDX agency rated, conforming to PS-1-83. Sheathing shall be glued to panel framing and mechanically fastened with 1 1/2", 16 galvanized staples at 6" O.C. Adhesive shall be water resistant and applied as per manufacturers instructions.
5. Sill plates shall be pentachlorophenol treated pine or equal.
6. Hardware shall be 3/8 x 3 1/2" hot dipped galvanized carriage bolts conforming to ASTM A037. Nails shall be galvanized 16P common nails.
7. Assembly of panels must be done as per manufacturer drawings. Triangular panels shall be bolted, glued between edges with construction adhesives, and clipped with tension clips on all common vertical edges.
8. Contractor shall frame door canopies and dormer on site with material similar to Dome panels. Door canopies shall be gambrel style with a minimum 5/12 pitch.

E. Roofing

1. Shingles shall be self sealing tab asphalt shingle with organic or fiberglass mat and carry a 25-year manufacturers prorated warranty. Underlayment shall be a non perforated 15# asphalt saturated felt conforming to ASTM D-226-68. All roofing shall be installed with large treated galvanized roofing nails as per shingle manufacturer specifications.

Initials: 

2. Owner shall select the color of the shingles.
3. Flashing shall be installed where called for on drawings and shall be 24 gage painted aluminum.
4. Contractor shall install at edges of overhangs 24-gauge aluminum drip flashing.
5. Roofing shall be installed in strict accordance with shingle manufacturer instructions. Contractor shall apply roofing felt and shingles on the ground before panels are lifted into place. Contractor will follow building manufacturer recommendation for overlaps and seams to prevent leakage.
6. Contractor shall install gravity roof ventilators in top of building to provide net free area of 1/600th of net floor area. Roof vents shall be plastic or aluminum.

F. Finishes

1. Contractor shall supply all labor and material to stain all exposed exterior wood surfaces. Surfaces to be stained shall be free of all dust and dirt and must be completely dry. Stain shall be applied according to manufacturer recommendations.
2. The stain shall be top quality solid color stain as manufactured by Pittsburgh Paints or approved equal.
3. Contractor shall apply 2 coats of stain.
4. Contractor shall remove all cans from property and dispose of them legally.
5. Color to be selected by Owner.

G. Electrical

1. All work shall meet the National Electrical Code.
2. The interior of the structure shall be illuminated with three (3) high-pressure sodium light fixtures equally spaced around the upper one-third of the structure. The fixtures shall be industrial moisture-proof types for use of this nature with 150-watt lamps. They shall be installed so as not to be hidden or obstructed by any building construction and aligned to completely illuminate the full interior of the building.

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3. All conduits from the panel board to and including the interior of the structure shall be Schedule 40, PVC. No conduit shall be less than 1/2 inch.
4. All pull boxes, junction boxes inside the structure shall be PVC, weatherproof and corrosion resistant. They shall be firmly attached to the walls of the structure. The contractor shall install a flush-mounted switch for controlling interior lights and a 30-amp 120/240-volt heavy duty rated receptacle shall be installed on the right side of the entryway just outside the door.
5. The contractor shall install a lockable weatherproof panel board rated 100-amp/240 volt with a main and circuit breakers to control lighting, fan and outlet. The panel board shall be mounted firmly to the exterior of the concrete wall near the entrance.
6. Owner shall underground supply Service to the panel.

CONVEYOR SYSTEM (OPTIONAL ADDITION)

OPTION 1

PORTABLE CONVEYOR WITH MILD STEEL UNDERCARRIAGE

GENERAL:

Length:	-- 50 feet (Center of Head Roller to Center of Tail Roller)
Width:	-- 18 inch (Belt Width)
Conveyor Capacity:	-- 160 TPH (based on salt at 70 lbs. per cubic ft. and an angle of 32 degrees)
Maximum Transport Height:	-- 13 feet 6 inches
Maximum Transport Length:	-- 55 feet
Maximum Transport Speed:	-- Safe up to 50 MPH
Operating Height:	-- Adjustable up to 25 feet
Slider Pad:	-- 5/8" UHMW in lieu of rollers
Return Idlers:	-- PVC with stainless steel shaft
	-- Length -- 20-1/8" x diameter -- 2-7/8"

CONVEYOR CONSTRUCTION:

Conveyor Sides and Bracing:	-- 10 gauge 304 stainless steel bracing
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- Undertruss:
 - 2" x 2" x $\frac{1}{4}$ " angle cord and $1\frac{1}{2}$ " x $\frac{5}{16}$ " webbing in 304 stainless steel
 - 2" x 6" x $\frac{3}{16}$ " 304 stainless steel formed angle web support with $\frac{3}{16}$ " plate reinforcement for hydraulic cylinder support
- Dust Covers:
 - 18 gauge 304 stainless steel
- Hitch:
 - 2" x 6" x $\frac{1}{2}$ " 304 stainless steel rectangular tube hitch frame

DRIVE SYSTEM:

- Belt Speed:
 - 800-900 FPM (as required to cast salt 10-12 feet beyond discharge point)
- Power Source:
 - PTO No. 35 Drive Shaft
- Drive Roller:
 - Vulcanized rubber lagging, 10" diameter x 19" with $1\frac{15}{16}$ " shaft (turned down $1\frac{7}{16}$ " on one end to accept PTO Shaft), and (2) $1\frac{15}{16}$ " Pillow Block Bearing
- Tail Roller:
 - 8" diameter x 19" Wing Roller with $1\frac{7}{16}$ " shaft and (2) $1\frac{7}{16}$ " Four Bolt Bearing
- Head Roller:
 - 8" diameter x 19" Wing Roller with $1\frac{7}{16}$ " shaft and (2) $1\frac{7}{16}$ " Four Bolt Bearing
- Belt Track Roller:
 - 6" Diameter x 19" Steel-smooth face roller with $1\frac{7}{16}$ " shaft and (2) $1\frac{7}{16}$ " Pillow Block Bearing
- Take-up Roller:
 - 8" Diameter x 19" Drum Roller with $1\frac{7}{16}$ " shaft and (2) $1\frac{7}{16}$ " Take-up Bearing

BELTING:

- Width:
 - 18" Minimum
- Type:
 - PVC 200# Crescent Top
- Splice:
 - #3 stainless steel laced

CHARGE HOPPER:

- Type:
 - 10 gauge 304 stainless steel 36" W x 32" L x 30" H

UNDERCARRIAGE REQUIREMENTS:

- Undercarriage:
 - 3" x 6" x $\frac{3}{16}$ " structural mild steel tube
 - 2" x 2" x $\frac{1}{4}$ " structural mild steel tube support stand
- Undercarriage Paint:
 - Primed and painted with a anti-corrosive 2-part Epoxy primer and a 2-part Urethane topcoat paint. KIMCO Blue (Additional Colors Extra)
- Axle:
 - 8,000 lb. - oil hub with $\frac{5}{8}$ " studs
- Tires:
 - 215/75R - 17.5 (4,500# radial tires)

Initial: [REDACTED]

- Wheels: - 17.5 x 6.75 - 8 stud, heavy-duty conventional 6,200# steel wheels
- Wheel Nuts: - $\frac{5}{8}$ " - #18 Flange nut
- Hydraulic Lifting System: - Vertical hydraulic telescopic 3-stage cylinder 120"-123" stroke, Nitride Coating for corrosion resistance, with safety relief valve (adjustable to heights 13' 6" - 35'), hydraulic requirements of 2000 PSI / 20 GPM. With hose and hardware
- Safety Chains: - (2) safety chains to lock into operating position
 $\frac{3}{8}$ " alloy steel chain, $\frac{1}{2}$ " stainless steel aircraft cable, Crosby alloy safety shackles and hooks (operating support chains and cables for conveyor)
 - (2) $\frac{5}{8}$ " alloy steel chain (for tow chains)

OPTION 2

PERMANENT CONVEYOR (With 304 Stainless Steel Support)

GENERAL:

- Length: - 60 feet (Center of Head Roller to Center Tail Roller)
- Width: - 24 inch (Belt Width)
- Conveyor Capacity: - 300 TPH (based on salt at 70 lbs. Per cubic ft. and an Angle of 32 degrees)
- Slider Pad: - 5/8" UHMW in lieu of rollers
- Return Idlers: - Pobec with stainless steel shaft
 - Length - 26" x diameter - 2 7/8"

CONVEYOR CONSTRUCTION:

- Conveyor Sides and Bracing: - 10 gauge 304 stainless bracing
 - 2"x 2"x 1/4" angle cord and 1 1/2" x 1/4" webbing in 304 stainless steel
- Webirass: - 2"x 6"x 3/16" 304 stainless steel formed angle web Support
- Dust Covers: - Snap-on 18 gauge 304 stainless steel
- Deflector: - 10 gauge 304 stainless steel

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- 1/2" x 1" 304 stainless steel adjusting handle with multiple settings
 - 5/32" dual stainless steel cables
 - Deflector Flaps
 - 304 Stainless Steel grease tubes for head roller (for easy access from ground)
- DRIVE SYSTEM:**
- Belt Speed: - 800-900 FPM (as required to cast salt 10-12 feet Beyond discharge point)
- Power Source: - 40 HP 3-phase Electric Motor (Customer to provide Voltage for motor and control panel)
- HTD Style Sheaves and Drive Belt with 304 stainless
 - Steel belt guard
 - 5:1 gear reducer
- Control Panel: - 3-Phase, NEMA 4X Panel for 40 HP Motors to meet NEC (integral bypass, programmable electronic overload, branch fusing and class 20 overload, door mounted start/stop/run light assembly, full voltage non-reversing starter, low-voltage softstart and FVNR)
- Drive Roller: - Vulcanized rubber lagging, 14" diameter x 26" with 1 5/16" shaft, and (2) 1 15/16" Pillow Block Bearing
- Tail Roller: - 8" diameter x 26" Wing Roller with 1 7/16" shaft and (2) 1 7/16" Four Bolt Bearing
- Head Roller: - 8" diameter x 26" Wing Roller with 1 7/16" shaft and (2) 1 7/16" Four Bolt Bearing
- Belt Track Roller: - 6" Diameter x 26" Steel-smooth face roller with 1 7/16" shaft and (2) 1 7/16" Pillow Block Bearing
- Take-up Roller: - 8" Diameter x 26 drum Roller with 1 7/16" shaft and (2) 1 7/16" Take-up Bearing
- BELTING:**
- Width: - 24" Minimum
- Type: - PVC 200#Crescent To
- Splice: - #3 stainless steel laced

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CHARGE HOPPER:

Type: - 10 gauge 304 stainless steel 36" W x 32" Lx 30" H

SUPPORT REQUIREMENTS:

Exterior Support Stand: - 6" I-beam or channel (ground to conveyor)
4" x 3/16" channel – 304 stainless steel

Interior Support: 304 Stainless Steel clevises and 304 Stainless steel aircraft cable

OPTION 3

3 TON STAINLESS STEEL HOPPER

3 Ton Hopper Dimensions: - 5' x 10' – 10 gauge – 304 stainless steel

Hopper Legs: - 3/16" plate – 304 stainless steel (formed channel)

Door Handle: - 1 ½" x 1 ½" – 304 stainless steel (square tubing)

Door Rail: - 1" x ½" – 304 stainless steel (flat bar)

Adjustable Door Assembly: - ¼" plate – 304 stainless steel

Lift Pads: - 3/16" plate – 304 stainless steel

Skids: - 3/16" plate – 304 stainless steel (formed channel)

Screen: - ½" round vertical bar on 5" centers (mild steel)
1 ½" x ½" flat horizontal bar on 5" centers
(mild steel)
- 2" x 3/8" flat bar border (mild steel)

Ladder: - 304 stainless steel angle
16" W x 5' H

Vibrator: - Single phase, 115V/60HZ, w/control box
Strobe light

Channel for Vibrator: - Formed 304 stainless steel

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OPTION 4

6 TON STAINLESS STEEL HOPPER

6 Ton Hopper Dimensions	- 8' x 10' - 10 gauge 304 stainless steel
Hopper Legs	- $\frac{3}{16}$ " plate 304 stainless steel (formed channel)
Door Handle	- 1 $\frac{1}{2}$ " x 1 $\frac{1}{2}$ " 304 stainless steel (square tubing)
Door Rail	- 1" x 1" 304 stainless steel (flat bar)
Adjustable Door Assembly	- $\frac{1}{4}$ " plate 304 stainless steel
Lift Pads	- $\frac{3}{16}$ " plate 304 stainless steel
Skids	- $\frac{7}{16}$ " plate 304 stainless steel (formed channel)
Ladder	- 2" x $\frac{1}{2}$ " 304 stainless steel angle. 3/4" 304 stainless steel angle steps, 16" W x 7" H

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BIDDER INFORMATION SHEET

NAME: (PRINT) Ted Deery

SIGNATURE: 

COMPANY NAME: (PRINT)

Bulk Storage, Inc.

ADDRESS: 28101 S. Yates Ave

Beecher, IL 60401

TELEPHONE: 708-946-9595

FACSIMILE: 708-946-7898

EMAIL: dale@bulkstorageinc.com

Please Return to:

Corey Williamsen
Deputy Village Clerk
Village of Bensenville
12 S Center St.
Bensenville, IL 60106

The bid must be in a sealed opaque envelope plainly marked:
Salt Dome Construction- Bid

The bids must be received by 5:00pm on March 18th, 2011. They will be publicly
opened and read on March 21st, 2011 at 10:00am in the Village Board Room.

It shall be the responsibility of the bidder to deliver its bid to the designated person at the
appointed place, prior to the announced time for the opening of the bids. Late delivery of
a bid for any reason, including faulty or late delivery by United States Mail or other
carrier will disqualify the bid.

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PRICE SHEET
SALT DOME CONSTRUCTION

DESCRIPTION	PRICE
61' Dome ON A 10' WALL, RATED CAPACITY 1.896 TONS*	\$ 173,920 ⁰⁰
OPTION 1: (PORTABLE CONVEYOR)	\$ 34,765 ⁰⁰
OPTION 2: (PERMANENT CONVEYOR)	\$ 79,155 ⁰⁰
OPTION 3: (3 TON HOPPER)	\$ 9,852 ⁰⁰
OPTION 4: (6 TON HOPPER)	\$ 17,253 ⁰⁰
TOTAL:	\$ 314,945 ⁰⁰

*price includes plans and specifications. All wages shall be paid per prevailing wages. Price shall include concrete walls, dome, roofing, electric fixtures & services, painting and clean up.

Options/Alterations:

CONVEYOR PERMANENT -
MAKE PERMANENT DORMER - \$3,620⁰⁰

Authorized Signature _____

Title: President

Date: 3-12-11

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GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS FOR PROCUREMENT OF MATERIALS

The following conditions apply to all purchases/services and become a definite part of each invitation to bid. Failure to comply may disqualify your bid.

ELIGIBILITY TO BID

Non-Discrimination in Employment - Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or otherwise commit an unfair employment practice. The bidder, his sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall commit within the State of Illinois, under this contract, any unfair employment practices as defined in the act of the 72nd General Assembly entitled "Fair Employment Practices Act". Contractor is referred to Ill. Rev. Stat. 1961) ch. 48, paragraph 851 et seq. The contractor in all contracts entered into with suppliers of materials or services, and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

- 1) Prevailing Wages (if applicable) - The bidder shall pay not less than the prevailing rate of wages as found by the Department of Labor or determined by the court to all laborers, workmen and mechanics performing work under this contract. Bidder must adhere at all times to Federal Wage Determination #1189-11, Rev.Stat. Section 39 S-2 (Modification #3).
- 2) Removal or Suspension of Bidders - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:
 - a) Services performed do not comply with specifications of contract with the vendor;
 - b) Work is not done within the contract's specified in the contract;
 - c) An offer is not kept firm for the length of time specified in the contract;
 - d) Contractor fails to provide performance bond when required by invitation to bid;
 - e) Contractor is found guilty of collusion;
 - f) Bankruptcy or other evidence of insolvency is found;
 - g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.
- 3) Compliance to Law -
 - a) The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or

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any other local governing agencies which may in any manner affect the preparation of proposal or the performance of this contract.

- b) All merchandise or commodities must conform to all standards and regulations as set forth under the Occupation Safety Health Administration (O.S.H.A.)

CONDITIONS FOR BIDDING

1) Bid Definitions -

- a) Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work / specifications, the bid price form and the proposed contract documents including addenda issued prior to receipt of bids.
- b) Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.

- 2) Bid Price Form - Shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked "Salt Dome Construction - BID".
- 3) Late Bids - Formal bids received after specified bid opening time will not be considered and will be returned unopened.
- 4) Withdrawal of Bids - A written request for withdrawal is required and must be received before bid opening. After bid opening, bids become a legal document and an integral part of the bid and shall not be withdrawn. Such requests are to be directed to the attention of the Deputy Village Clerk, telephone number (630) 350-3404.
- 5) Examination of Bidding Documents - Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (10) days prior to bid due date, notify the Village Clerk who will, if necessary, send written addenda to all bidders. The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.
- 6) Mistake in Bid and Bid Changes - No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial creases on the bid form.

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- 7) Bid Binding - Unless otherwise specified, all bids shall be binding for Ninety (90) days following the bid opening date.
- 8) Changes in Contract Documents - Changes or corrections may be made by the Village in contract documents after they have been issued by the Village to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. Except in unusual cases, addenda will be issued to each of the bidders at least four (4) days prior to date established for receipt of bids.
- 9) Response to Invitations - Contractors who are unable to bid or do not desire will provide a letter of explanation and return the bid form. Contractors who fail to respond on two (2) successive bids will be removed from the qualified bidder's list.
- 10) Bid Attachments - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.
- 11) Bidder's Competence - The Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the bidder shall submit to the Village a properly executed Contractor's Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.
- 12) Bid Opening - At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.
- 13) Bid Award - The bidder acknowledges the right of the Village to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different bidders or all items to a single bidder (to accept, split, and or reject part(s) of any of all bids). In addition, the bidder recognizes the right of the Village to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

AWARD OR REJECTION OF BIDS

- 1) Award or Rejection - Contracts are awarded to the lowest, most responsible bidder. In determining the responsibility of a bidder, the following are taken into consideration:
 - a) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - b) The current, uncompleted work in which a contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
 - c) The financial resources of the bidder;

- d) Cash discounts offered;
 - e) Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price therefore, is to be taken into consideration, and a bid which is low in point of price may be rejected if the material to be furnished is not the best;
 - f) Direct, indirect and incidental costs to the Village;
- 2) Notice of Award - A delivered executed contract shall be the binding contract.

CONTRACT PROVISION

- 1) Material, Equipment, and Workmanship: - Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. CONTRACTOR shall, if required to furnish satisfactory evidence as to the source, kind and quality of the materials and equipment incorporated in the GOODS.
- 2) Equipment and Shop Drawings - When the contract requires detailed shop drawings and layouts, bidder shall submit them to the Village Manager, or his/her designee, for his/her approval. Drawings shall show the characteristics of equipment and operation details.
- 3) Village Supervision - The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as "additions".
- 4) Village Insurance Requirement - Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors.

A) Minimum Scope of Insurance Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village of Bensenville named as additional insured; and
- (2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville as insured; and
- (3) Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90 or newer), Symbol 01 "Any Auto."
- (4) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

B) Minimum Limits of Insurance Contractor shall maintain limits no less than:

Initial: 

- (1) Commercial General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- (2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

C) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village of Bensenville. At the option of the Village of Bensenville, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Bensenville, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

D) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (b) The Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers' Liability Coverage

Initial: 

The insurer shall agree to waive all rights of subrogation against the Village of Bensenville, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.

(3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the Village of Bensenville.

E) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois

F) Verification of Coverage

Contractor shall furnish the Village of Bensenville with certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements affecting coverage require by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Bensenville and are to be received and approved by the Village of Bensenville before any work commences. The attached Additional Insured Endorsement (Exhibit A) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit A). The Village of Bensenville reserves the right to request full certified copies of the insurance policies and endorsements.

G) Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

H) Assumption of Liability

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement

I) Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits,

Initial 

liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Bensenville, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connections therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge the same. Contractor expressly understand and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

- 5) F.O.B. - All prices must be quoted F.O.B. Bensenville Illinois. Shipments shall become the property of the Village after delivery and acceptance.
 - a) CONTRACTOR shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by OWNER at the point of delivery; and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse, water damage and such other perils, as CONTRACTOR deems appropriate.
- 6) Delivery Schedule - Bid items must be delivered within sixty (60) days from the date of execution of the contract unless a specific delivery date is stated on the bid. The Village may cancel contract without obligation if Delivery requirements are not met. If said contract is not canceled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision enumerated herein. All deliveries must be made on Monday - Friday, excluding Village holidays, between the hours of 7:00 a.m. and 3:30 p.m. Contractor is expected to ship in full truckload quantities within said sixty (60) day period unless prior approval has been granted by the Village in advance for circumstances beyond the control of the contractor.
- 7) Delivery - Bid price shall include delivery as indicated herein.

initial: 

- 8) Default - The Village may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

If the contractor fails to make delivery or to perform the services within the time specified herein or any extension hereof.

In the event the board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the Village for any excess costs for such similar supplies for services; PROVIDED that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- 9) Alternate Materials and Equipment - Where specifications read "or approved equal", contractor shall direct a written description to the Public Works Director for approval, as set forth herein below. Generally, where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that specification or equal, or item that will perform a comparable function and be equal thereto to fill the needs of the Village, unless "No Substitutes" is specified. When offering alternatives, they must be identified by brand name and catalog number; in addition, the manufacturer's literature shall be included with the bid. However, bidders will be required to furnish samples upon request and without charge to the Village.
- 10) Bidder's Access to Procurement Information - All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.
- 11) Acceptance - Contracted work will be considered accepted when final payment is made.
- 12) Payment -
- a) For services of merchandise ordered by purchase order, payment will be made to a vendor provided and service or merchandise has been properly tendered to and accepted by the Village. Payment by check to a vendor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2nd and 4th Tuesdays of the month.
 - b) For construction, partial payouts will be made each month as the work progresses, provided the work has been properly completed and accepted by the Village. Payment by check to a contractor is mailed the week approval of payouts is made

Initial: 

by the Board. Payout requests are considered at the regular Village Board meetings on the 2nd and 4th Tuesdays of the month.

13) Reorders - Reorders for the same item(s) shall be furnished at the base contract price or shall be furnished pursuant to a schedule of prices attached hereto by the contractor. Reordering shall be within the sole discretion of the Village.

14) Guarantees and Warranties -

- a) All material, workmanship, services, and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for the period of time specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, without delay, at no extra charge to the Village. Said time period shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, without delay, at no extra charge to the Village.
- b) All warranties for materials or equipment must be received with title before payment for same is recommended.

15) Changes/Additional Services/Deletions - Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village Manager, or his/her designee, prior to such changes or modifications being made. Any additional service desired from the contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the proposal page and will be agreed to with the contractor prior to additional work commencing. In the event that charges for additional services cannot be agreed upon, bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.

16) Change Order Authorization - Pursuant to Public Act 85-1295 (Ill.Rev.Stat.ch.38, paragraph 33E-1 et seq.), no change order may be made in this contract which would authorize or necessitate an increase or decrease in either the cost of the contract by \$10,000.00 or more, or the time of completion by 30 days or more unless one of the following certifications is made by either the Village Board or its designee that:

- a) Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
- b) The circumstances said to necessitate the Change were not within the contemplation of the contract as signed; or
- c) The change is in the best interest of the Village;

Initial: 

The party authorized to execute the above certification is the Village of Bensenville.

VENDOR:



Signature

President

Title

3-18-11

Date

Village of Bensenville:



Signature

Village President

Title

June 28, 2011

Date



BULK STORAGE inc.

28101 South Yates Ave., Beecher, Illinois 60401-3603

708-946-9595 Fax: 708-946-7898 • info@bulkstorageinc.com

Village of Bensenville	DATE: 11/29/2011
120 Center St.	From: Darlene
Bensenville, IL 60106	RE: Bensenville salt dome

We are sending you, via US Priority mail, the following items:

☐ Contract	☐ Plans	☐ Truss Drawing
☐ Purchase Order	☐ Specifications	☐ Submittals
☐ Change Order	☐ Addendum	☐ Samples
☐ Payment Application	☐ Bulletin	☐ Other: _____

Copies	Description
1	Payment Application # 2/ Final
1	Certified Payrolls for Week Ending 9-23-11, 11-11-11, 11-18-11

☒ For Approval	☐ Approved as submitted	☐ Resubmit ___ copies for approval
☒ For Your Use	☐ Approved as noted	☐ Submit ___ copies for distribution
☐ As requested	☐ Not approved	☐ Returned ___ corrected prints
☐ Returned for corrections	☐ Other _____	

RECEIVED DEC - 5 2011

G702

To: Village of Bensenville
12 Center St.
Bensenville, IL 60106

Project: Bensenville 61' Dome

Application No: Two

Distribution to:

From: Bulk Storage, Inc.
28101 S. Yates Ave
Beecher, IL 60401

App. Date: November 29, 2011

Period to: November 25, 2011

Project Nos:

Contract Date:

☐ OWNER
☐ CONSTRUCTION MGR.
☐ ARCHITECT
☐ CONTRACTOR
☐ OTHER

Contract For: General Construction

APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, G703, is attached.

1. ORIGINAL CONTRACT SUM
2. Net Change By Change Orders
3. CONTRACT SUM TO DATE
4. TOTAL COMPLETED AND STORED TO DATE
5. RETAINAGE:
 - a. of Completed Work
 - b. of Stored Material
- TOTAL RETAINAGE
6. TOTAL EARNED LESS RETAINAGE
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
8. CURRENT PAYMENT DUE
9. BALANCE TO FINISH, INCLUDING RETAINAGE

225,938.00
0.00
225,938.00
225,938.00

0.00
0.00

0.00
225,938.00
85,235.00
140,703.00
0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Bulk Storage, Inc.

By: Ted Deery, President

Date: November 29, 2011

State of: Illinois

County of: Will

Subscribed and sworn before me this 29th day of November 2011

Ted Deery, President, personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public

My Commission Expires 12/18/2013

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Contractor and Agency certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approval this Month	0.00	0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$ 0.00	

AMOUNT CERTIFIED

OWNER

By: _____ Date: _____

AGENCY

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET G703

PROJECT: Bensenville 61' Dome

Bulk Storage, Inc.

Page 1 of 1

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: Two

APPLICATION DATE: November 29, 2011

Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO: November 25, 2011

PROJECT NUMBER:

A Item #	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored	G Total Completed and Stored To Date		H Balance to Finish	I Retainage
			From Previous Application(s)	This Period			%		
1	Bonds and Insurance	7,500.00	7,500.00	0.00		7,500.00	100.00	0.00	0.00
2	Mobilization	8,000.00	2,400.00	5,600.00		8,000.00	100.00	0.00	0.00
3	Walls	79,300.00	75,335.00	3,965.00		79,300.00	100.00	0.00	0.00
4	Dome Building	75,170.00	0.00	75,170.00		75,170.00	100.00	0.00	0.00
5	Portable Conveyor	34,765.00	0.00	34,765.00		34,765.00	100.00	0.00	0.00
6	Silo hopper	17,253.00	0.00	17,253.00		17,253.00	100.00	0.00	0.00
7	Electric	3,950.00	0.00	3,950.00		3,950.00	100.00	0.00	0.00

GRAND TOTAL:	225,938.00	85,235.00	140,703.00		225,938.00	100.00	0.00	0.00
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A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
 F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For contractors Optional use; See instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

U.S. Wage and Hour Division

Persons not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR BULK STORAGE, INC	100% OR SUBCONTRACTOR 28101 S. YATES AVENUE	PROJECT AND LOCATION BEECHER, IL 60401	PROJECT OR CONTRACT NO. Expire: 12/31/2011
PAYROLL NO.	WEEKS EXTENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.

9/23/2011 Village of Bensenville salt dome

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (i.e. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) OR INTERPRETING CLASSIFICATION	(3) WORK CLASSIFICATION	(4) DAY AND DATE	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS							(9) NET WAGES PAID FOR WEEK					
							FIT	FICA	MC	STATE	OTHER	Total Deduction							
			HOURS WORKED EACH DAY																
			S	S	M	T	W	Th	F										
			17	18	19	20	21	22	23										
Charles Vekemans [REDACTED]		Laborer	0	8						8	84.98	1,256.08	128	52.76	18.22	62.80	363.37	625.15	630.93
		S		5		8				13	57.4								
Jake Vekemans [REDACTED]		Laborer	0	8						6	84.98	1,614.56	319	67.81	23.41	80.73	525.59	1018.54	598.02
		S		5	8	6.5				19.5	56.65								
Al Devries [REDACTED]		Carpenter	0	7						7	97.34	1,786.06	143	75.02	25.9	73.92	909.52	1227.36	558.70
		S		5	8	6.5				19.5	56.65								
Scott Throckmorton [REDACTED]		Laborer	0	7						7	84.98	1,784.51	273	74.95	25.88	85.38	698.38	1157.59	628.92
		S		5	8	8				21	56.65								
Thomas Ortega [REDACTED]		Laborer	0	6						6	84.98	793.13							0
		S		5						5	56.65								
Thomas Ortega [REDACTED]		Operator Eng.	0			8	6.5			14.5	72.2	1,048.90	381	77.28	28.68	92	967.7	1544.66	295.37
		S																	
Scott Palmerton [REDACTED]		Laborer	0			8	8			16	56.85	906.40	142	38.07	13.14		470.47	663.58	242.72
		S																	
												0.00						0	0.00

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. 1.13, 1.15(a), the Copeland Act (40 U.S.C. 3145) contractors and subcontractors performing work on Federally financed or assisted contracts to furnish weekly a statement with respect to the wages paid each employee during the preceding week. U.S. Department of Labor (DOL) regulations 29 C.F.R. 1.13, 1.15(a) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payroll is correct and complete and that each laborer or mechanic has been paid not less than the general prevailing wage rate for the work performed. DOL and Federal contracting agencies receiving this information require the information to determine that employees have received legally required wages and fringe benefits.

Form WH-347 (Rev. 12/2008)

We estimate that it will take an average of 56 minutes to complete this collection including time to review instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing the burden, send them to the Agency for Wage and Hour Division, ESHA, U.S. Department of Labor, room 33302, 200 Constitution Avenue, N.W. Washington, D.C. 20210.

Date 10-7-11

I, Ted Deery President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Bulk Storage, Inc.

(Contractor or Subcontractor)

on the

Vill. of Bensenville Salt dome; that during the payroll period commencing on the

(Building or Work)

17 day of Sept, 2011, and ending the 23 day of Sept, 2011,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

Bulk Storage, Inc.

(Contractor or Subcontractor)

from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 848,
65 Stat. 108, 72 Stat. 567; 78 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of
Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐

- Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)

EXPLANATION

REMARKS

NAME AND TITLE

Ted Deery, President

APPROVAL DATE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

U.S. Wage and Hour Division

Persons not required to respond to the collection of information unless it displays a currently valid OMB control number

Rev. Dec. 2008

NAME OF CONTRACTOR	XXX FOR BLAISE CONTRACTOR
BULK STORAGE, INC	28101 S. YATES AVENUE BEECHER, IL 60401

OMB No. 1215-0149

Expires: 12/31/2011

PAYROLL NO

YANGS EXHIBIT

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

11/11/2011

Village of Bensenville Salt Dome

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (i.e. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) DATE WHEN WORK WAS DONE	(3) WORK CLASSIFICATION	(4) OT OR ST.	(5) DAY AND DATE							(6) TOTAL HOURS	(7) RATE OF PAY	(8) GROSS AMOUNT EARNED	(9) DEDUCTIONS						(10) NET WAGES PAID FOR WEEK
				S	S	M	T	W	Th	F				FIT	FICA	MC	STATE	OTHER	TOTAL DEDUCTIONS	
				5	6	7	8	9	10	11										
Victor Prieto [REDACTED]		Laborer	O						8	8	113.3									
			S					8	8		16	56.65	1,812.80	280	76.14	25.29	81.02	701.53	1164.98	647.82
Charles Vekemans [REDACTED]		Laborer	O							0										
			S					8			8	56.65	453.20	18	19.03	6.57	22.66	98.86	163.12	280.08
Jake Vekemans [REDACTED]		Carpenter	O						8	8	128.8									
			S			8	8	8			24	64.89	2,595.60	593	109.01	37.63	129.78	920.48	1789.88	805.72
										0										
										0			0.00						0	0.00
										0										
										0			0.00						0	0.00
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										0			0.00						0	0.00
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										0			0.00						0	0.00
										0										
										0			0.00						0	0.00

[illegible]

Police Officers' Dilemma

We estimate that this will take an average of 55 minutes to complete and collecting and/or using to review instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing this collection of information. If you have any comments regarding this estimate of any other aspect of this collection, including suggestions for reducing this burden, send us to the Administration, Paperwork Reduction Project (2010-05-01), U.S. Department of Labor, Room 3502, 300 Constitution Avenue, N.W., Washington, D.C. 20210.

Date 11-28-11

I, Ted Deery President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Bulk Storage, Inc. on the
(Contractor or Subcontractor)

Vill. of Bensenville Salt dome; that during the payroll period commencing on the
(Building or Work)

5 day of November, 2011, and ending the 11 day of November, 2011,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

Bulk Storage, Inc. from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 867; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payroll otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of
Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)

EXPLANATION

REMARKS:

NAME AND TITLE

Ted Deery, President

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE OR THE OMISSION OF THE SIGNATURE OF
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For contractors Optional use; See instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

U.S. Wage and Hour Division

Persons not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR BULK STORAGE, INC. 28101 S. YATES AVENUE BEECHER, IL 60401	OMB No. 1215-0149 Expires: 12/31/2011
PAYROLL NO.	WEEKS ENDING
PROJECT AND LOCATION	PROJECT OR CONTRACT NO.

11/18/2011																		Village of Bensenville, IL		Salt storage dome									
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (i.e., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) SSN OR OTHER IDENTIFICATION NUMBER	(3) WORK CLASSIFICATION	(4) OT OR ST	(5) DAY AND DATE							(6) TOTAL HOURS	(7) RATE OF PAY	(8) GROSS AMOUNT EARNED	(9) DEDUCTIONS						(10) NET WAGES PAID FOR WEEK									
				S	S	M	T	W	Th	F				RET	FICA	MC	STATE	OTHER	TOTAL DEDUCTIONS										
				12	13	14	15	16	17	18																			
HOURS WORKED EACH DAY																													
Jake Vekemans		Carpenter	S			8	8	8	6	3	33	64.89	2,141.37	468	89.94	31.05	107.07	767.72	1451.78	679.69									
Charles Vekemans		Carpenter	S			8	8	8	8	8	40	64.86	2,595.60	426	108.02	37.64	129.78	714.82	1417.26	1,178.34									
Victor Prieto		Laborer	S			8	8	8	8	8	40	56.65	2,268.00	401	95.17	32.86	103.58	641.91	1574.62	691.36									
											0		0.00						0	0.00									
											0		0.00						0	0.00									
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											0		0.00						0	0.00									
											0		0.00						0	0.00									

While completion of form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing on Federally financed or assisted contracts to "submit weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) requires that 29 C.F.R. 5.12 (a)(7)(C) requires contractors to submit weekly a copy of all payrolls to the Federal agency sponsoring the or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and Federal contracting agencies routinely audit information to determine that employees have received legally required wages and fringe benefits.

Public Release Authorized

We estimate that this will take an average of 55 minutes to complete this collection, including time to review instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this estimate of any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESHA, U.S. Department of Labor, 1040 L Street, NE, Washington, D.C. 20503.

Date 11-30-11

I, Ted Deery President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Bulk Storage, Inc.

(Contractor or Subcontractor)

on the

Vill. of Bensenville Salt dome that during the payroll period commencing on the

(Building or Work)

12 day of November, 2011, and ending the 18 day of November, 2011,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

Bulk Storage, Inc.

(Contractor or Subcontractor)

from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
65 Stat. 108, 72 Stat. 957; 40 U.S.C. § 3146), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of
Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

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employees, except as noted in section 4(c) below.

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as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)

EXPLANATION

REMARKS:

NAME AND TITLE

Ted Deery, President

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1061 OF TITLE 18 AND SECTION 221 OF TITLE
31 OF THE UNITED STATES CODE.