



**CITY OF HARVEY**  
*Mayor Eric J. Kellogg*  
15320 BROADWAY AVENUE  
HARVEY, IL 60426  
(708) 210-5301 – PHONE

August 4, 2014

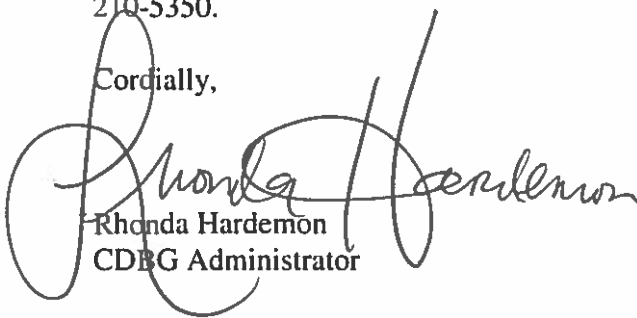
**RE: Request for Proposal  
Rose Apartments Abatement/Demolition – CDBG #1305-007**

Dear Demolition Contractor:

Enclosed please find a Request for Proposal (RFP) for the procurement of Abatement/Demolition Services for the above listed project. Sealed proposals are due in the City Clerk's Office by **10:00a.m. on Thursday, August 21, 2014 – NO POSTMARKS ACCEPTED**. All responses must be clearly marked, **"ROSE APARTMENTS ABATEMENT/DEMOLOTION – CDBG #1305-007"**. Proposals will be opened and read aloud the same day. A mandatory pre-bid meeting will be held on Thursday, August 14, 2014 at 11:00a.m. at City Hall in the City Council Chambers.

If you need additional information or have questions about the enclosed material, please call (708) 210-5350.

Cordially,

  
Rhonda Hardemon  
CDBG Administrator

Enclosures



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## **REQUEST FOR PROPOSAL**

### **DEMOLITION - CDBG PROJECT #1305-007**

**PROPOSAL DUE: THURSDAY, AUGUST 21, 2014 – 10:00A.M**

The City of Harvey, Illinois, a grantee of Community Development Block Grant (CDBG) through the US Department of Housing and Urban Development and Cook County, is seeking proposals for ASBESTOS ABATEMENT OF CONTAMINATED WASTE AND DEMOLITION AND REMOVAL OF BUILDINGS AND APPURTENANCES, DISCARDED BUILDING MATERIALS AND ASSORTED DEBRIS.

The proposed project will require full compliance with all relevant Federal regulations (i.e. Davis-Bacon, Equal Employment Opportunity, etc.), as well as State, County and local regulations.

**Submit one original, sealed proposal by 10:00a.m., Thursday, August 21, 2014 to the City Clerk's Office, 15320 Broadway Avenue, Harvey, IL 60426. NO POSTMARKS ACCEPTED.**

**All responses must be clearly marked, " ROSE APARTMENTS ABATEMENT/DEMOLITION – CDBG #1305-007"** and shall be delivered between 9:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. The final contract for the aforementioned services will be negotiated through a City review and negotiation process. Proposals will be read aloud on the same day at 10:00am. The approved proposal will be announced at the next official City Council meeting following the bid opening.

Bidders must conduct a personal examination of the proposed work for actual conditions and requirements of the Scope of Work. A mandatory pre-bid meeting will be held on **Thursday, August 14, 2014 at 11:00a.m.** Bidders should contact the City at 708.210.5385 and leave a message to confirm their participation in the pre-bid meeting. Bidders shall not at any time after submission of the proposal, dispute or assert that there was any misunderstanding with regard to the nature of any work to be completed.

The bidder is specifically advised that the City of Harvey is a sub-grantee of the County of Cook for a grant made pursuant to the Housing and Community Development Act of 1974, pursuant to an agreement entered into and between the County of Cook and the City of Harvey. Payments to the awarded contract will be made by the City of Harvey only after it has received funds to make such payments from the County of Cook in accordance with the terms of the aforesaid agreement.

Bid packets can be picked up at City Hall located at the lower level, 15320 Broadway Avenue, Harvey, Illinois or downloaded at [cityofharvey.org](http://cityofharvey.org). For questions or additional information, please contact Rhonda Hardemon, Grant Administrator at (708) 210-5385.



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## RFP COVER SHEET

Yes/No

Has your company operated at least 1 year without interruption?

Has an owner of your company been convicted of a crime within past 10 years?

Does any employee or official of the City have any financial or other interest in the company?

Does your company maintain General Liability Insurance of at least \$1,000,000? Please provide a copy of the certificate as part of the bid.

Are there any claims pending against this insurance policy? If yes, describe:

List similar projects.

<u>Address</u>	<u>Amount</u>
	\$ _____
	\$ _____
	\$ _____

Can company satisfy performance and payment bond requirements? If yes, please provide evidence of bonding capacity with bid packet. NOTE: A 10% Bid Bond must be submitted with your bid.

Has company been in bankruptcy, reorganization or receivership in the last five years?

Has company been disqualified by any public agency from participation in public contracts?

Is your company licensed to do business in the State of Illinois? Please provide proof with bid.

*The undersigned hereby accepts the terms and conditions as set forth herein. This page must be signed and dated by a representative legally authorized to bind the firm and submitted as part of the bid packet.*

COMPANY NAME \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

EMAIL \_\_\_\_\_ PHONE \_\_\_\_\_

DATE \_\_\_\_\_

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATION**

As used in this certificate the term "Subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal the term "Seller shall be deemed to refer to the Bidder or Offerer, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all non-exempt Contracts/Subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to the City of Harvey hereinafter referred to as Buyer:

**A. REPORTS:** Within thirty (30) days after Buyer's award to Seller of any Contract/Subcontract and prior to each March 31 thereafter during the performance of work under said Subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within twelve (12) months preceding the date of the award or is not otherwise required bylaw or regulation to file such a report.

**B. PRIOR REPORTS:** Seller, if it has participated in previous Contract or Subcontract subject to the Equal Opportunity Clause (41 C.F.R.) Sec. 60-1-4 (a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or clause contained in Section 201 of the Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed Subcontractors, prior to awarding Subcontracts not exempt from the Equal Opportunity Clause.

**C. CERTIFICATION OF NONSEGREGATED FACILITIES:** Seller certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employee to perform their services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise.

Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certifications from proposed Subcontractors prior to the award of Subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods): **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIRMENT FOR CERTIFICATIONS FOR NONSEGRATED FACILITIES.** A certification on Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a Subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

**D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM:** Prior to one hundred twenty (120) days after receipt of any Subcontract in the amount of \$50,000.00 or more from Buyer, if it has fifty (50) or more employees and is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.R. Sec. 60-1.40. Seller will also require its lower-tier Subcontractors who have fifty (50) or more employees and receive a Subcontract of \$50,000 or more and who are not otherwise exempt under 41 C.F.R. Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R. Sec. 60-1.40.

**E.** Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Company Name: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

**NOTE: CONTRACTOR MUST COMPLETE THIS FORM  
AND SUBMIT ALONG WITH FINAL BID IN ORDER FOR BID TO BE ELIGIBLE!**



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## **BID DOCUMENT**

### **ROSE APARTMENT ABATEMENT/DEMOLITION – CDBG #1305-007**

The undersigned proposes, in accordance with the terms of the contract documents, to perform and complete in a workmanlike manner the ABATEMENT OF CONTAMINATED WASTE AND DEMOLITION AND REMOVAL OF BUILDING AND APPURTENANCES, DISCARDED BUILDING MATERIALS AND ASSORTED DEBRIS, from the address listed below; furnishing all required labor, tools, machinery, materials and facilities for demolition, hauling and disposal of debris at the following stated price:

**Absolutely NO debris is to be buried on site. All debris identified as containing asbestos or lead shall be removed and disposed of as contaminated waste and not in a landfill.**

PROPERTY ADDRESS	DEMOLITION UNIT PRICE (TO INCLUDE ASBESTOS ABATEMENT, DEMOLITION AND DEBRIS REMOVAL)
15144-46 DIXIE HIGHWAY (BLDG 1)	\$
15144-46 DIXIE HIGHWAY (BLDG 2)	\$
15144-46 DIXIE HIGHWAY (BLDG 3)	\$
TOTAL BID AMOUNT	\$

**NOTE: A 10% BID BOND MUST BE SUBMITTED WITH YOUR BID. NO EXCEPTIONS!!!**

AUTHORIZED REPRESENTATIVE NAME \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

DATE \_\_\_\_\_

# CONDITIONS

## **SC-01 – LOCATION AND DESCRIPTION**

The street address of buildings to be abated and removed under this contract are listed on the attached bid document. Only structures listed on the bid document should be removed along with clearance of the lot.

## **SC-02 – BID AND PERFORMANCE BOND**

Contractors will be required to furnish a bid bond or surety check in the amount of 10% of the bid amount. A surety check has to be on a bank drawn check. Bid bonds and surety checks will be returned to all unsuccessful bidders. The successful bidder will be required to furnish a performance bond in the full amount of the contract, prior to starting work.

## **SC-03 – LICENSING REQUIREMENTS**

Upon award, the Contractor shall get licensed with the City of Harvey with General Liability insurance coverages of at least \$1,000,000.00. A \$20,000 surety bond will be required for a Contractor interested in being licensed by the City for a period beyond the project specific contract award timeframe.

## **SC-04 – AWARD OF CONTRACT**

The City of Harvey will award the contract to the lowest qualified and responsible bidder. The City of Harvey will give great consideration to local Contractors. If the lowest and most qualified bidder is not from Harvey, the Contractor will be required to submit an Affirmative Action Plan that outlines the good faith effort to hire Harvey residents, when there are positions to be filled for the purpose of completing the project.

## **SC-05 – PAYMENT**

Payment will be made upon receipt of funds from Cook County and satisfactory approval by the City of Harvey and its agents and presentation of all required invoices, certified payrolls, authorized payout and lien waver forms. Minimal timeframe for payment of approved invoices is 45 days.

## **SC-06 – AUTHORIZATION TO PROCEED**

Under NO CONDITION shall the Contractor start demolition without receipt of award and proper authorization to proceed. **No demolition is to be started on any building until Contractor is notified, in writing, of the contract award and a "NOTICE TO PROCEED" is issued.** Demolition work will not take place until asbestos testing is completed, all County and City permits are secured.

## **SC-07 – TERMINATION**

All contracts are subject to cancellation upon written notice, allowing thirty (30) days notification for termination of such contract.

## **SC-08 – INDEMNITY**

Contractors shall indemnify and forever keep and hold harmless the City of Harvey, its agents, officials and employees against any and all claims for injuries, death, loss damages, claims of every type, nature and description, patent claims, suits, liabilities judgments, costs and expenses in consequence of the granting of the contract which arise through or occur as a result of the alleged negligence or omission of the Contractor or employees, agents, servants, subcontractor and suppliers, in connection with the performance of Contractor's work or supplying of material, or of any subcontractor of said Contractor and such subcontractor's employees, agents and servants in performance of work, or supplying materials.

The Contractor shall at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising from the foregoing or incurred in connection therewith in the defense of the said City of Harvey, its agents, officials, and employees and the Contractor further agrees that in the event a judgment should be entered against the City of Harvey, as a result of the negligence and omission herein above described, that it shall satisfy same including but without limitation on the foregoing all costs and interest in connection therewith.

The Contractor expressly understands and agrees that any performance bond or insurance protection required of this Contractor, or otherwise provided by Contractor, shall in no way limit the responsibility of indemnifying, keeping and holding harmless and defending the said City, its agents, officials and employees, as herein above provided.

### **SC-09 – SCOPE OF WORK**

The scope of work consists of the following:

1. Removal and proper disposal of all materials identified in analysis reports as contaminated and containing asbestos or lead. The demolition of the structures identify as containing asbestos or lead shall be completed as containing contaminated waste and no materials shall be disposed of in a landfill. A licensed asbestos contractor is required to be on site to supervise process and ensure compliance with federal, state and local regulations.
2. Demolition and removal of buildings and structures on named addresses including foundation walls, columns, floors, piers and partitions down to demolition grade;
3. Removal of concrete brick, stone, or wood, driveways, trees, stumps, retaining walls, and stoops, foundation and basement thirty six (36) inches below existing grade or basement floor whichever is greater;
4. Site shall be brought up to grade with suitable clean grandular material and final two (2) inches shall be pulverized top soil;
5. Removal of all fences, posts, signs, debris, trash, refuse lying on the parcel, and all other incidentals and collateral work necessary to complete the removal of building or buildings, leveling of the site as herein specified.

### **SC-10 – SEALING OF ABANDONED WATER WELLS**

If any abandoned water wells are located on any of the properties described in these specifications and contract documents, the Contractor shall comply with the "Illinois Water Well Construction Code," Section 920.120 Abandoned Wells. Special attention is directed to the requirement for the preparation and filing of a Water Well Sealing Form. In addition to the Illinois Department of Public Health, forward a copy of said form to Demolition Specialist, Cook County Department of Planning and Development, 69 W. Washington Suite 2900, Chicago, Illinois 60602

### **SC-11 – USE OF FILL REQUIREMENTS**

Material which, in the opinion of the City, is not suitable for use as fill, shall not be used and shall be removed from the site at no additional cost to the City. The Contractor shall acquire any additional material necessary to complete the filling specified without any additional compensation therefore. Any and all debris in excess of that required for fill shall become the property of the Contractor and shall be hauled away from the site. Debris used as fill material shall contain no portion or section or rubble.

The material used for the two (2) inches topping shall consist of pulverized black dirt or top soil. Finished grading of the top two (2) inches shall contain no fill material with surface area or diameter in excess of one (1) inch. Said fill shall cover the lot area and be graded to reasonably neat and compacted level, to the required finish grade.

The demolition grade shall be the surface extending from the top of the street or sidewalk to the top of the surface at the rear of the parcel; provided, however, that where the lot surface is more than (1) foot below the street grade, the demolition grade shall be the grade of the lot surface. All projecting pipes, posts, splinters, lumber, glass, sheet metal and all other debris shall be removed.

All public sidewalks and alleys shall be left in place unless otherwise ordered and authorized by the City of Harvey. Any sub-sidewalk and vault spaces shall be filled sufficiently to prevent settlement to such sidewalks. Foundations, walks, piers, or columns supporting such sidewalks shall not be removed or disturbed.

### **SC-12 – NEED FOR ADDITIONAL FILL**

Demolition of structures on depressed lots (in excess of one 1 foot) may require the addition of satisfactory fill to the site to property grade and finish same. Any vaulted walks shall be filled sufficiently to prevent settlement to such walks. Adequate fill, properly topped, shall be provided to slope the grade from the depressed lot level up to the public walk and alley grades. Such grading shall be pitched not less than five (5) feet of horizontal run for each foot of vertical fire.

### **SC-13 – PERMITS**

The Contractor is required to secure all required Cook County Demolition Permits, prior to starting work. The City of Harvey permit fees will be waived for this project, but permit applications must be submitted and all Contractors and Subcontractors must have a City of Harvey license.

### **SC-14 – TRAP DOORS, GRATING, ETC.**

The Contractor shall remove any coal hole covers, trap doors, sidewalk lights, gratings, and similar appurtenances that occur in the public sidewalk adjacent to the buildings to be removed. The openings left in the sidewalks thereby shall be filled within four (4) inches of the top of the adjoining sidewalk and covered with not less than four (4) inches of compacted gravel or granulated cinder-fill-graded and pitched to the elevation of the elevation of the adjacent walks.

Frames for the aforesaid appurtenances shall be removed from the sidewalk area if the condition of such frames is detrimental to the public safety. The Contractor shall not remove, damage or disturb the vaults or other appurtenances of private utilities.

### **SC-15 – WATER / SEWER CONNECTIONS**

The Contractor shall order the water disconnection at the watermain and perform the capping of the sanitary sewer service line.

It will be the responsibility of the Contractor to meet with the water department officials to determine how many water services are to be cut off. Water shall be terminated at the meter vault or roundway (curbstop). The sewer shall be sealed water tight with a clay disc mortored in place or with a concrete plug.

### **SC-16 – SAFETY PRECAUTIONS**

The Contractor shall avoid hazards to persons and property, and interference with the use of adjacent buildings or interruption of free passage to and from such buildings. Care shall also be taken to prevent the spread of dust and flying particles. After work is started on the buildings, the work on each building shall be continued to completion promptly and expeditiously. On completion of work at each building, premises shall be left in a satisfactory condition. The cleaning up of the premises shall include the removal and disposal of any rubbish, refuse or other trash lying within the parcel area, whether or not such conditions have resulted from operations under this contract.

### **SC-17 – UTILITY SERVICES**

Prior to the commencement of work on the buildings, the Contractor will check with the City concerning shut off of electric, telephone, cable, water and gas service for shut off in accordance with the requirements and regulations of the utility companies. It shall be the responsibility of the Contractor to arrange for disconnection and/or removal of the sanitary sewer service line and the water service line from the B-box. Any damage to the utility services that remain shall be repaired at the expense of the Contractor.

The sewers at all locations shall be dug down to the sewer and sealed, marked and capped (so there will be no leaks) at the inside line of the sidewalk.

### **SC-18 – BURNING**

The Contractor, representative nor employees shall burn or cause to be burned, at any time, within the site of the work, any paper, wood or other combustible refuse, waste or other materials resulting from wrecking or other operations.

### **SC-19 – USE OF EXPLOSIVES**

The use of explosives in the performance of the work under this contract will be strictly prohibited.

### **SC-20 – DAMAGE OR THEFT**

It is expressly understood and agreed by the Contractor that the City of Harvey does not assume any responsibility for any building or contents thereof, including but not limited to salvageable furnishings, fixtures or attachments of whatever kind or nature being in the same condition as existed at the time of advertising for bids or thereafter. The City shall in any event not be liable to Contractor for any loss, destruction, theft or removal of any property from the premises, nor shall Contractor be entitled to any allowance or other claim against the City shall any of said acts occur.



#### **SC-21 – TIME OF PERFORMANCE**

Work shall start within ten (10) calendar days of the date of notification to proceed. Work shall be completed no later than the time subscribed in the contract to be executed with the City of Harvey. Failure to complete work within specified time will result in forfeiture of performance bond.

#### **SC-22 – PENALTY**

Failure to perform in accordance with the special conditions is cause for disqualification on all pending and future City demolition work. Time is of the essence.

#### **SC-23 – CANCELLATION**

The City of Harvey shall have the right to cancel any contract awarded, on which demolition has not started, if a court decree of demolition previously entered has been stayed or vacated by the courts. The City shall not be liable for cancellation of any demolition contract it awards if the building or structure is demolished or is being demolished under a contract by the owner or a third party.

#### **SC-24 – SUBLETTING**

The Contractor shall certify that the work will not be sublet to others, and that he/she will perform the entire work with his/her own force, with the exception of asbestos abatement work specified in SC-09-1 Scope of Work and SC-12 Sealing of Abandoned Water Wells, when applicable.

**NOTE: The City of Harvey reserves the right to reject any or all bids.**

**SPECIAL PROVISIONS**  
**ILLINOIS EQUAL EMPLOYMENT OPPORTUNITY**

In addition to all other labor requirements set forth in this proposal, during the performance of this Contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

**I. SELECTION OF LABOR**

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

**II. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of the contract, the contractor agrees:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of ascertaining compliance with Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
7. That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further, it will promptly notify the contracting agent and the Illinois Fair Employment Practices Commission in the event any subcontractors fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractors declared by the Commission to be nonresponsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

## FEDERAL LABOR STANDARDS PROVISIONS

### **Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits thereof only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its

designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215- 0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of

payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the

contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this document.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this document.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible thereof shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

**(3)** The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**CONTRACT WORK HOURS AND SAFETY  
STANDARDS ACT PROVISION**

Where applicable, all contracts awarded by grantees and subgrantees in excess of \$20,000.00 for construction contracts and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor regulations (29 CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or forty (40) hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**CLEAN AIR ACT OF 1970 AND THE FEDERAL  
WATER POLLUTION CONTROL ACT PROVISIONS**

Contracts and sub grants of amounts in excess of \$100,000.00 shall contain a provision, which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

**ARCHITECTURAL BARRIERS ACT OF 1968 PROVISION**

All contracts for construction of facilities shall contain a provision, which requires the recipient to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151) requirement that the design of any facility constructed comply with the "American Standard Specification for Making Buildings and Facilities Accessible and Usable by the Physically Handicapped," Number A-117-1961, as modified.

**RECORD KEEPING AND INSPECTION**

During the performance of this Contract, the Contractor agrees that the municipality, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to books, documents, papers, and records of the Contractor which are directly pertinent to a specific grant program for the purpose of making an audit, examination, excerpts and transcriptions.



**SECTION 3 CLAUSE**  
**24 CFR, Part 135.20 and HUD Grant Agreement**

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as Section 3 clause):

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 125, and applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR 135.

**NOTE:** Contractors are required to submit a Section 3 Affirmative Action Plan within fifteen (15) days of award of contract. The Plan is to describe the Contractor's affirmative efforts to train and employ lower income residents of the project area and to subcontract work with small businesses in the project area.

**ASBESTOS CONTAINING MATERIAL,  
INSPECTION SUMMARY REPORT**



**SURVEY LOCATION:  
ROSE APARTMENTS  
15144-46 DIXIE HIGHWAY, HARVEY, IL 60426**

**PREPARED FOR:**

**CITY OF HARVEY  
15320 BROADWAY  
HARVEY, IL 60426**

**PREPARED BY:**

**CARNOW, CONIBEAR & ASSOC., LTD.  
600 W. VAN BUREN, SUITE 500  
CHICAGO, ILLINOIS 60607**

**DATE OF SUBMISSION: July 30, 2014**


**CARNOW  
CONIBEAR**

**ASBESTOS CONTAINING MATERIAL  
INSPECTION SUMMARY REPORT**

**SURVEY LOCATION:  
ROSE APARTMENTS  
15144-46 DIXIE HIGHWAY, HARVEY, IL 60426**

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**Field Work by:**   
Mark Wyco – Industrial Hygienist  
Asbestos Building Inspector

**Prepared by:**   
Todd Huffer – Team Manager

**CARNOW, CONIBEAR & ASSOC., LTD.  
600 West Van Buren, Suite 500  
Chicago, Illinois**

**Project # A16001-0001-00**

**CARNOW  
CONIBEAR**

**Table I  
Asbestos Survey Results  
Rose Apartments  
Harvey, Illinois**

<b>SAMPLE ID</b>	<b>MATERIAL DESCRIPTION</b>	<b>MATERIAL LOCATION</b>	<b>LABORATORY RESULT (PLM)</b>
MW071514-01 to 06	12" x 12" off white floor tile and associated mastic	15144 building, south end	Not Detected
MW071514-07 to 12	12" x 12" Blue Floor Tile and associated Mastic	15144 building, south end	Not Detected
MW071514-13 to 15	Window and door frame caulk	15144 building, south end	Not Detected
MW071514-16 to 21	Drywall system (Gypsum board and Joint Compound)	15144 building, south end	Not Detected
MW071514-22 to 27	12" x 12" off white floor tile and associated mastic	15144 building, North end	Not Detected
MW071514-28 to 33	Drywall system (Gypsum board and Joint Compound)	15144 building, North end	Not Detected
<b>MW071514-34 to 36</b>	<b>Roofing Debris</b>	<b>15144 building, North end</b>	<b>1-5% Chrysotile*</b>
MW071514-37 to 39	Exterior siding building paper	15144 building, North end	Not Detected
MW071514-40 to 45	12" x 12" off white floor tile and associated mastic	15145 building, west end	Not Detected
MW071514-46 to 51	Drywall system (Gypsum board and Joint Compound)	15145 building, west end	Not Detected
MW071514-52 to 54	Window and door frame caulk	15145 building, west end	Not Detected
MW071514-55 to 60	Drywall system (Gypsum board and Joint Compound)	15145 building, east end	Not Detected
MW071514-61 to 63	Roofing Debris	15145 building, east end	Not Detected
MW071514-64 to 66	Exterior siding building paper	15145 building, east end	Not Detected
MW071514-67 to 72	Drywall system (Gypsum board and Joint Compound)	15146 building, west end	Not Detected
MW071514-73 to 75	Window and door frame caulk	15146 building, west end	Not Detected
MW071514-76 to 78	Roofing Debris	15146 building, west end	Not Detected
MW071514-79 to 81	Shingle roofing (Fly dump pile)	By 15145 building	Not Detected

**\*Non-friable, asbestos containing roofing materials may remain in place for demolition provided that they are not made friable by the demolition process. Non-friable asbestos containing roofing material shall be packaged and disposed as required by the disposal facility.**

The Occupational Safety and Health Administration (OSHA), IDPH, and EPA define an asbestos containing material as any material containing greater than 1 percent asbestos. Because a destructive survey was not performed and the scope of work included only accessible areas, the possibility exists that some asbestos-containing materials were not included in this survey if they were concealed within walls or other operational mechanical equipment. All doors are assumed to be asbestos-containing materials until analyzed. Locations are provided for reference only. Materials may exist in other areas not noted.

## 4.0 CONCLUSIONS AND RECOMMENDATIONS

Carnow Conibear performed an asbestos-containing material (ACM) survey at the Rose Apartments, in Harvey, Illinois. The asbestos survey consisted of visually inspecting the survey areas, collecting samples from suspect ACM's, analyzing samples for the presence of asbestos, and quantifying the results.

The site survey revealed the presence of ACM. Based on the survey results, Carnow Conibear recommends the following:

- X Incorporate the data from this report into future project demolition documents regarding the presence of ACM.
- X All future demolition work involving regulated ACMs shall be conducted by a licensed contractor in accordance with Illinois Department of Public Health (IDPH), and contractor in accordance with applicable local, state, and federal regulations.
- X Dispose of all regulated asbestos-containing materials generated during demolition work in accordance with all applicable local, state, and federal regulations.
- X Record and retain all records detailing abatement(s).

Carnow Conibear has applied prevailing industry standards and reasonable judgment and effort within the scope of work outlined in Carnow Conibear's proposal, while conducting the ACM, lead-based paint and limited moisture and mold survey. The standards, judgment, and effort used by Carnow Conibear personnel to investigate, assess, and determine the presence of potential environmental hazards and liabilities associated with the Rose Apartments are consistent with requirements outlined in federal and state guidelines. Carnow Conibear makes no warranty, express or implied, that the findings and interpretations in this report are a complete representation of the asbestos hazards and liabilities, associated with the building. There may be materials that were not identified, because they were located in inaccessible areas and not available at the time of inspection. Carnow Conibear made every reasonable effort to locate mechanical systems and other inconspicuous materials.