



MISSOURI
HIGHWAYS and TRANSPORTATION
COMMISSION
JEFFERSON CITY, MISSOURI
SPECIFICATIONS
FOR
CONSTRUCTING OR IMPROVING
IFB 9 – 100604
DISTRICT – 3
OLD MAINTENANCE BUILDING DEMOLITION
NEW FLORENCE, MISSOURI

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"EXCESSIVE UNEMPLOYMENT IS IN EFFECT"

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5 percent for two consecutive months. (See Sections 290.550 through 290.580 RSMo).

Restrictive states are as follows: Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Iowa, Maine, Massachusetts, Mississippi, Montana, Nevada, New Jersey, North Dakota, Oklahoma, South Dakota, and the U.S. Virgin Islands, West Virginia and Wyoming.

BIDDER CHECKLIST

FINAL CHECKLIST BEFORE SUBMITTING PROPOSAL

- ____1. The orange bound Request for Proposal includes a complete set of bidding forms, specifications, and appendices which are made part of the proposal by reference. It is for the bidders information and convenience only and is not to be returned with the proposal.
- ____2. The blue bound Proposal contains a complete set of bidding forms only. It is to be completed, executed and submitted in a sealed envelope marked "**Building Demolition, New Florence**"
- ____ a. Complete the Bid Form by filling in the total dollar amount of the bid; listing any addenda which may have been issued; filling in the dollar amount of the bidder's check or Bid Bond, sign the proper signature line, and supply the required information in connection with the signature for the individual bidder, joint adventurer, or corporation.
 - ____ b. Submit Bid Bond executed by the bidder and surety. The bidder may use the Bid Bond furnished by the Commission or AIA Document A310 or approved equivalent or attach cashier's check to Bid Bond form. Personal checks are not accepted.
 - ____ c. Complete Subcontractor section by listing major subcontractor(s) and general supervisor(s), sign as required.
 - ____ d. Complete Certification Regarding Missouri Domestic Products Procurement Act section, if applicable.
- ____3. If addenda are issued attach to the back of the blue bound Proposal. Copy addenda and add to the appropriate section of the orange bound Request for Proposal and retain for your records.

00020

INVITATION TO BID

Notice is given hereby that the Missouri Department of Transportation will accept bids for construction of the proposal marked "**Building Demolition, New Florence**", according to Drawings and Specifications, and described in general as:

Demolition of MoDOT's old New Florence Maintenance Building.

Bids for demolition of the Old Maintenance Building at MoDOT's New Florence, Missouri Complex will be received by MoDOT at its Central Office, 1320 Creek Trail Drive, PO Box 270, Jefferson City, MO 65102 until 3:00 P.M., June 4, 2010. This demolition project requires the proper handling and disposal of asbestos.

Contact Lynn Ferguson at 573-751-4879 or Lynn.Ferguson@modot.mo.gov to obtain plans, forms, and information, or download them at no charge from http://www.modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm.

Bid securities in the amount of 5% of the total bid must accompany each bid.

Proposals must be made on forms provided by the Commission. The Commission reserves the right to reject any or all bids and to waive irregularity in the bids and the bidding. **No bid may be amended or withdrawn after the bid is opened.**

Bids from contractors that are not on the Missouri Department of Natural Resources *list of ASBESTOS CONTRACTORS registered with the Air Pollution Control Program as of* 11:42:25 AM; 12/18/2009 may be rejected at the MHTC sole discretion. MHTC's rejections shall be final.

A pre-bid meeting is scheduled for 10:00 AM on May 28, 2010, at the MoDOT Regional Maintenance Complex located at I-70 OR, 0.6 Mi. E of Rt. 19, Florence, Missouri 63363.

MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION

Building Design Supervisor

INSTRUCTIONS TO BIDDER

1. SCOPE OF WORK

The contractor shall be responsible for the demolition of MoDOT's old New Florence Maintenance Building which shall include but may not be limited to: removing of debris to not less than 3' below sub grade; and disposing materials in an approved landfill, reusing, or recycling as allowed by the Missouri Department of Natural Resources. Once debris is removed the contractor shall supply compactable fill in disturbed area leaving site ready for seeding.

The existing structure includes but may not be limited to: concrete foundation; concrete floors; concrete columns on front around garage doors; exterior walls are brick; roof is supported by metal trusses; roof decking is supported by wood ceiling joists and wood slats; roofing material is a type of asphalt membrane; loft is constructed by wood joists and plywood; and plumbing and electrical have been disconnected.

The MoDOT's old New Florence Maintenance Building that is proposed for demolition contains asbestos and heavy metal paint; therefore, the demolition shall be accomplished in accordance with MoDOT Asbestos and Heavy Metal Paint Inspection report and all references contained therein by contractor(s) that are *list of ASBESTOS CONTRACTORS registered with the Missouri Department of Natural Resources, Air Pollution Control Program as of 11:42:25 AM, 12/18/2009.*

2. BID FORM

In order to receive consideration, bids must be made in strict accordance with the following.

- A. Make bids, upon the forms provided herein, properly signed and with all items filled out. Do not change the wording of the bid form and do not add words to the bid form. Unauthorized conditions, limitations or provisions attached to the bid will be cause for rejection of the bid.
- B. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.
- C. Address bids to the Missouri Department of Transportation, and deliver to the address given in the Invitation to Bid, on or before the day and hour set for opening the bids. Enclose each bid in a sealed envelope bearing the title of the Work, the name of the bidder, and the date and hour of the bid opening. Submit only the original signed copy of the bid. It is the sole responsibility of the bidder to see that the bid is received on time.

3. BONDS

- A. Bid securities, a cashiers check, a Bank Money Order, or a Certified Check made payable to "Director of Revenue, Credit Road Fund", in the amount stated in the invitation to bid must accompany each bid. The successful bidder's security will be retained until he has signed the Contract and has furnished the required Certificates of Insurance.
- B. The Owner reserves the right to retain the security of all bidders until the successful bidder enters into the Contract. Other bid securities will be returned as soon as practical. If any bidder refuses to enter into a Contract, the Owner may retain his bid security as liquidated damages but not as a penalty.

- C. Prior to signing the Contract, the successful bidder will secure a Performance Bond in the amount of 100% of the Contract Sum. Surety, acceptable to the Owner, shall issue the bond. Costs of such bonds will be the responsibility of the bidder.

4. EXAMINATION OF DOCUMENTS AND SITE OF WORK

Before submitting a bid, each bidder shall examine the Drawings carefully, read the Specifications and all other proposed Contract Documents, and visit the site of the work. Each bidder shall fully inform himself, prior to bidding, as to existing conditions and limitations under which the Work is to be performed and shall include in his bid a sum to cover the cost of items necessary to perform the Work, as set forth in the proposed Contract Documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered conclusive evidence that the bidder has made such examination.

5. INTERPRETATION

No oral interpretations will be made to any bidder as to the meaning of the plans and specifications or the acceptability of alternate products, materials, form or type of construction. Every request for interpretation shall be made in writing and submitted with all supporting documents not less than ten (10) calendar days before opening of bids. The request shall be sent directly to the project Designer. Every interpretation made to a bidder will be in the form of an addendum and will be sent as promptly as is practicable to all persons to whom plans and specifications have been issued. All such addenda shall become part of the contract documents.

6. PROOF OF COMPETENCY OF BIDDER

A bidder may be required to furnish evidence, satisfactory to the Commission, that he and his proposed subcontractor(s) have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.

7. WITHDRAWAL OF BIDS

- A. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids.
- B. No bid may be amended or withdrawn after the bid is opened.

8. AWARD OR REJECTION OF BIDS

- A. The Contract, if awarded, will be awarded to the responsible bidder who has proposed the lowest Contract Sum, subject to the Commission's right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding.
- B. Award of alternates, if any, will be made in numerical order to result in the maximum amount of work being accepted within available construction funds.
- C. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. An Exemption From Missouri Sales and Use Tax on Purchases letter and a Project Exemption Certificate (Form 5060 Rev. 10-2006) for tax-exempt purchases at retail of tangible personal property and materials for the purpose of constructing, repairing or remodeling facilities for the Missouri Highways and Transportation Commission, only if such purchases will "are related to the Commission's exempt functions and activities be furnished to the successful Bidder upon request.

9. EXECUTION OF CONTRACT

- A. The Contract, which the successful bidder will be required to execute, will be included in the Contract Documents.

- B. The bidder to whom the Contract is awarded shall, within fourteen calendar days after notice of award and receipt of Contract Documents from the Commission, sign and deliver required copies to the Commission.
- C. Upon delivery of the signed Contract, the bidder to whom the Contract is awarded shall deliver to the Commission those Certificates of Insurance required by the Contract Documents and Performance Bond, as required by the Commission.
- D. Execution of the Contract by the Commission must be done before the successful bidder may proceed with the work.

10. CONSTRUCTION TIME AND LIQUIDATED DAMAGES

- A. Time of Completion - If this proposal is accepted, it is hereby agreed that work will begin not later than the date specified in the "Notice to Proceed" and will diligently be prosecuted in order to complete the work and billing within **90-working days** from the date specified. Completion of work will be based on FINAL ACCEPTANCE of the building; "SUBSTANTIAL COMPLETION" will not be accepted as basis for completion.
- B. Liquidated Damages - It is agreed that time is of the essence. Because failure to complete the contract within the time fixed herein will cause serious inconvenience, loss, and damage to the state, liquidated damages will be assessed in the amount of **\$200.00** per working day, for each working day after the agreed completion date that the Work is not fully completed.

11. NONDISCRIMINATION

- A. The Bidder/Offeror understands that this project involves state funds and the Bidder/Offeror awarded the contract will be required to comply with the Executive Order 05-30 of the Governor of the State of Missouri dated September 8, 2005. This order stipulates that there shall be no discriminatory employment practices by the Contractor or his subcontractors, if any, based on race, sex, religion, national origin, age, color, disability, or veteran status. The undersigned Contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.
- B. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- C. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (i) withholding of payments to the Contractor under the contract until the Contractor complies, and/or, (ii) cancellation, termination or suspension of the contract, in whole or in part.

12. EXECUTIVE ORDER

- A. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- B. “By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.”
- C. In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- D. The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

13. EMPLOYMENT OF UNAUTHORIZED ALIENS

- A. Pursuant to 285.530 RSMo, the bidder/offeror must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by
- submitting a completed, notarized copy of the AFFIDAVIT OF WORK AUTHORIZATION and
 - providing documentation affirming the bidder's/offeror's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.
- B. E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.
- C. The contractor understands and agrees that by signing the (IFB/RFP/RFQ/SFS document or contract), they certify the following:
- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
 - b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
 - c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
 - d. In addition, the contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

14. BIDDERS CERTIFICATION

- A. Preference in Purchasing Products: - Sections 34.073 and 34.076 RSMo 1994 give preference to Missouri corporations, firms, and individuals, when letting contracts or purchasing products. All bids will be evaluated on the basis of Sections 34.073 and 34.076 RSMo 1994. Any successful bidder which is a corporation organized in a state other than Missouri shall furnish to the owner, attached to the Proposal, a properly certified copy of its current Certificate of Authority to do business in the State of Missouri, such certificate to remain on file with the Commission. The Commission will award no Contract unless the bidder furnishes such certificate.
- B. Any successful bidder which is a corporation organized in the State of Missouri shall furnish, at its own cost, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate to remain on file with the owner.
- C. If the successful bidder is doing business in the State of Missouri under a fictitious name, he shall furnish to the Commission, attached to the Proposal, a properly certified copy of the certificate of Registration of Fictitious Name from the State of Missouri, such certificate shall remain on file with the Commission. The Commission will award no contract until the bidder furnishes such certificate.
- D. Certification Regarding Missouri Domestic Products Procurement Act: - The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RSMo. which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States. Section 34.350, RSMo, does not apply if the total contract is less than One Thousand Dollars (\$1,000.00). Section 34.355, RSMo, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RSMo, at the time of bidding and prior to payment. Failure to comply with Section 34.353, RSMo, during performance of the contract and to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Failure to complete this document will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis.

If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RSMo, check the box at left.

If only one line of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RSMo, check the box at left and list the item(s) here:

If any or all of the goods or products specified in the attached bid which you proposed to supply to the State are not manufactured or produced in the "United States" as defined in Section 34.350, RSMo, then: (a) check the box at left; (b) list below by item number the country other than the United States where each goods or product you propose to furnish is manufactured or produced; and (c) check the box(es) at left of the paragraphs below if applicable, and list the corresponding item numbers in the spaces provided.

Item	Location Where Manufactured or Produced
_____	_____
_____	_____
_____	_____

(use additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications.

Item	Location Where Manufactured or Produced
_____	_____
_____	_____

- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade.

Item	Location Where Produced or Manufactured
_____	_____
_____	_____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making a false declaration (Section 575.060, RSMo) that the information contained in this document is true, correct and complete and may be relied upon by the State in determining the bidders qualifications under and compliance with the Missouri Products Procurement Act.

The bidder's failure to complete this document as directed above would cause the State to presume the manufactured goods or products listed in the bid are not manufactured in the United States and the bid will be evaluated on that basis pursuant to section 34.353.3(2), RSMo.

00301

BID FORM

To: The Missouri Highway and Transportation Commission
105 West Capitol Avenue
Jefferson City, Missouri 65101

- 1. The undersigned, having examined the proposed Contract Documents titled: **“Building Demolition, New Florence”** and having visited the site and examined the conditions affecting the Work, hereby proposes and agrees to furnish all labor, materials, equipment and everything which may be necessary or incidental thereto, as proposed by said Contract Documents, all to the satisfaction of the Chief Engineer of the Missouri Department of Transportation and the Missouri Highway and Transportation Commission, for the stipulated sum of:

_____ DOLLARS (\$_____).

- 2. The undersigned, acknowledges having examined and being familiar with the contract documents including the drawings, the Instructions to Bidders, General Conditions, Supplementary Conditions and the body of technical specifications.
- 3. The undersigned acknowledges receipt of Addenda number _____ through _____ inclusive.
- 4. Enclosed with this bid is bid security in the amount of not less than 5% of the bidder's proposed Contract Sum, the amount being _____ DOLLARS (\$_____).

IF AN INDIVIDUAL

Name of individual

Residence address

Social Security Number

Telephone Number

Firm Name, If Any

Address for communications

Signature

IF A PARTNERSHIP

Name of Partnership

(State Name and Residence Address of All Partners)

Partner

Residence Address

Partner

Residence Address

Address for Communications

Federal Tax I.D. Number

Telephone Number

Signature of Either Partner

IF A CORPORATION

Name of Corporation

Incorporated under the laws of the
State of _____

Name and Title of Officer

Corporate License No. _____
(If a corporation organized in a state other than
Missouri, attach Certificate of Authority to do
business in the State of Missouri.)

Signature of officer

Federal Tax I.D. Number

Address for Communications

(ATTEST)

Telephone Number

(SEAL) Secretary

(Each bidder must complete the Bid Form by signing in the proper signature line above and by supplying the required information called for in connection with the signature. The information called for is necessary in the proper preparation of the contract and performance bond.)

00430

SUBCONTRACTOR LISTING

1. For portions of Work equaling or exceeding 1% of the total proposed Contract Sum, the undersigned proposes to use the following subcontractors. Except as otherwise approved by the Owner, the undersigned proposes to perform all other portions of the Work with his own forces.

2. Portion of the Work: Subcontractor name and address:

_____	_____

_____	_____

_____	_____

_____	_____

USE ADDITIONAL SHEETS
IF REQUIRED

BIDDER:

PROVIDE SIGNATURE
IDENTICAL TO THAT
SHOWN ON THE BID FORM

by _____

00600

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____,
as Principal, and _____,
as Surety, are held firmly bound unto the State of Missouri (acting by and through the Missouri Highway and
Transportation Commission) in the penal sum of _____ Dollars (\$ _____),
to be paid to the State of Missouri, or the Missouri Highway and Transportation Commission, to be credited to the
State Road Fund and Principal and Surety binding themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20_____

THE CONDITION OF THIS OBLIGATION is such that:
WHEREAS, the Principal is submitting herewith a bid to the Missouri Highway and Transportation Commission on
Route(s) _____,
in _____ County(ies), Project(s) _____,
for construction or improvement as set out in said proposal.

NOW THEREFORE, if the Missouri Highway and Transportation Commission shall accept the bid of the Principal,
and if said Principal shall properly execute and deliver to the Missouri Highway and Transportation Commission the
Contract, Contract Bond, Specifications and evidence of insurance coverage in compliance with the requirements of
the Proposal, to the satisfaction of the Missouri Highway and Transportation Commission, then this obligation shall
be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highway and Transportation Commission, fail to
comply with any requirement as set forth in the preceding paragraph, then the State of Missouri, acting through the
Missouri Highway and Transportation Commission, shall immediately and forthwith be entitled to recover the fees,
and any other expense of recovery.

Principal

Surety

By _____

Attorney in Fact (SEAL)

Attest: (CORPORATE SEAL)

Corporate Secretary

Note: This bond must be executed by the Principal and by a Corporate Surety authorized to conduct
surety business in the State of Missouri.

01010
GENERAL CONDITIONS

1. General. The contractor shall do all things necessary to the performance of the contract in a substantial and acceptable manner in accordance with the specifications and plans.
2. Employer's Liability. Contractor shall furnish evidence to the Commission that with respect to the operations it performs, it either carries employers' liability or worker's compensation insurance or is qualified as self-insured under the provisions of law of the state relating to worker's compensation.
3. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
4. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
 - A. Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
 - B. Public Liability (includes property damage and personal injury):
 - i Not less than \$500,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$3,000,000 for all claims arising out of a single occurrence.
5. Duration of Insurance. The evidence of insurance required by sections 2, 3, and 4 above shall be furnished to the Commission prior to the effective date of the Notice to Proceed. All insurance herein before specified shall be carried until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the Commission and in the event that the limits of coverage for property damage are depleted or decreased by the payment of claims, the contractor shall procure a reinstatement of the limits. The cost of all insurance required to be carried by the contractor shall be considered as completely covered by the contract price.
6. Inspection of Work. Commission's engineer shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other data and records relating to the work. If requested by Commission's engineer, the contractor shall at any time before final acceptance of the work uncovers any portion of the finished work as directed for inspection. After examination, the contractor shall restore said portions of the work to the standards required by the contract. Should the work thus exposed and examined prove acceptable, the actual cost of uncovering, removing and replacing shall be paid by the Commission. Should the work so exposed and examined prove unacceptable, the uncovering, removing and replacing shall be at the expense of the contractor.
7. Change Orders. All departures from the plans and specifications will be considered unauthorized unless, before proceeding with the work, the contractor has had delivered to it a change order, signed by the Commission's engineer, authorizing and directing such changes or departures. All unauthorized work shall be at the contractor's expense and the engineer may order such unauthorized work removed and replaced at the contractor's expense.
8. Defective Work. All work which has been rejected shall be remedied, or if necessary, removed and replaced in an acceptable manner by the contractor at its expense. If the contractor fails to remedy or replace such defective work immediately after receiving written notice from the Commission's engineer, Commission may employ labor to correct the defective work, and the cost incurred in making such corrections shall be deducted from the payment due or to become due the contractor under this contract.
9. Contractor's Responsibility for Work. Until Commission's engineer accepts the work, it shall be in the

custody and under the charge and care of the contractor. Contractor shall rebuild, repair, restore or make good at its own expense any lost or stolen Commission-owned material and all injuries or damages to any portion of the work caused by action of the elements or from any other reason before its completion and final acceptance. Issuance of a payment estimate on any part of the work done will not be considered as final acceptance of any work completed up to that time.

10. Preservation of Utilities and Monuments. The contractor shall be responsible for the preservation of all public and private utilities, wires, lines, pipes, poles, cables, and conduit at the site of the work and shall use every precaution necessary to prevent damage or injury thereto. The contractor shall not disturb or damage any land monument or property landmark until an authorized agent has witnessed or otherwise referenced, their location and shall not remove them until directed by Commission's engineer.
11. Cooperation with Other Contractors. The contractor shall arrange its work so as not to interfere with the operations of other contractors of the Commission which might be engaged in performing adjacent or nearby work. Whenever work being done by other contractors is contiguous or related to the work involved in this contract, the respective rights of the various contractors will be determined by the Commission's engineer in order to secure the completion of the work under all contracts in general harmony.
12. Temporary Suspension of Work. Commission's engineer shall have authority to suspend work, wholly or in part, for such period or periods of time as he may deem necessary when weather or other conditions are such that in the opinion of the engineer the work may be done at a later time with advantage to the Commission or for failure on the part of the contractor to comply with any of the provisions of the contract. The contractor may suspend work for reasonable cause with written approval of the engineer. Liquidated damages shall not accrue during the period in which work is suspended with the approval of the engineer, however, if the suspension is because of the contractor's failure to comply to any of the provisions of the contract, the contractor shall not be entitled to an extension of completion time nor to a waiver of liquidated damages. In the event work is suspended, the contractor shall store all materials in a manner that will protect them from damage, and shall take every precaution to prevent damage or deterioration of, the portions of the work completed. If work has been discontinued for any reason, the contractor shall give Commission's engineer written notice at least forty-eight (48) hours before resuming operations.
13. Contractor's Procedure for Claims. If the contractor considers additional compensation may be due for work or material not clearly covered in the contract or ordered in writing by the engineer as extra work, or if additional compensation may be requested beyond the scope of such provisions, the contractor shall notify the engineer in writing of the intention to make a claim before beginning the work in question. If notification is not given and the engineer is not afforded proper facilities by contractor to provide necessary inspection and for keeping strict account of actual cost, the contractor agrees to waive any claims for additional compensation. Notice by the contractor, and the fact that the engineer has kept account of the cost shall not be construed as substantiating the validity of the claim. The contractor shall file a written notice of claim for additional compensation in triplicate within 60 days after completing the work in question.

If the claim is against the Commission, the notice of claim shall be personally delivered, or sent by certified mail to the office of the Secretary of the Commission in Jefferson City, Missouri. All notices of claims shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim.

Any claim or an item of any claim, not included in the notice and statement, or any claim included but not clearly defined and specifically set out and itemized or any claim not filed within the time and in the manner provided, shall be forever waived and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration.

All claims filed with Missouri Highway and Transportation Commission's Secretary will be forwarded to the Missouri Department of Transportation's Claims Committee.

14. Overhead and Profit on Change Orders. The percentages for overhead and profit charged on Change Orders and Field Work Authorizations shall be negotiated and may vary according to the nature, extent and

complexity of the work involved. However, the overhead and profit for the contractor or subcontractor actually performing the work shall not exceed 15%. When one or more tiers of subcontractors are used, in no event shall any contractor or subcontractor receive as overhead and profit more than 7% of the cost of the work performed by any of his subcontractors. In no case shall the total overhead and profit paid by the owner on any change order exceed twenty five percent (25%) of the cost of materials, labor and equipment necessary to put the change order work in place.

15. Review of Submittals. The architect's review of submittals is only for the limited purpose of checking for conformance with information given and seeing if they conform to design intent. The architect is not responsible for determining the accuracy of measurements and completeness of details, for verifying quantities, or for checking fabrication or installation procedures. The architect's review does not relieve the contractor of his or her responsibilities under the contract documents.
16. A working day. Is defined as any day when, soil and weather conditions would permit the major operation of the project for six hours or more unless other unavoidable conditions prevent the contractor's operation. If conditions require the contractor to stop work in less than six hours, the day will not be counted as a working day. Working days will begin as soon as notice to proceed is issued. In order for MoDOT not to change a workday due to unavoidable conditions, the contractor must have enough forces, equipment, and materials on site to begin the project. The contractor must notify MoDOT inspector before 12:00 noon of said working day if forces will not be present.

END OF SECTION

01011

SUPPLEMENTARY CONDITIONS

- A. The following supplements modify, change, delete from or add to the "General Conditions."
1. The proposed work includes the furnishing of all materials, equipment and labor for the work as set forth in the plans, proposal and specifications.
 2. The contractor will be required to remove from the Highway and Transportation Commission's property all debris.
 3. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to the state. Contractor will comply with local laws involving safety in the prosecution of the work.
 4. Contractor will provide a one-year warranty for parts and labor on all building material, and equipment or a standard manufacturer's warranty which ever is greater. All warranties, including extended service agreements shall begin on the date of Final Acceptance of this project.
 5. The plans holders list may be obtained from the One Stop Facility located at 1320 Creek Trail Dr., Jefferson City, Mo 65102 , by calling 573/751-4879 or electronically down-loaded from http://www.modot.org/business/contractor_resources/FacilitiesConstructionandMaintenance.htm

END OF SECTION

CONTRACT CONSIDERATIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Schedule of values.
- B. Application for payment.
- C. Change procedures.
- D. Alternatives.

1.2 RELATED SECTIONS

- A. Section 01600 - Material and Equipment: Product substitutions.

1.3 SCHEDULE OF VALUES

- A. Submit a printed schedule on Contractor's standard form. Electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate within 20 days after date of Owner-Contractor Agreement.
- C. Revise schedule to list approved Change Orders, with each Application For Payment.

1.4 APPLICATIONS FOR PAYMENT

- A. Submit four copies of each application on Contractor's electronic media driven form.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: 30 days.
- D. Submit waiver of liens from vendors.
- E. Include an updated construction progress schedule.
- F. Certified payroll records.

1.5 CHANGE PROCEDURES

- A. The Architect/Engineer may issue a Notice of Change that includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required.
- B. The Contractor may propose changes by submitting a request for change to the Architect/Engineer, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, the effect on the Contract Sum/Price and Contract Time, and a statement describing the effect on Work by the MoDOT District or other Contractors.
- C. Stipulated Sum/Price Change Order: Based on Notice of Change and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Architect/Engineer.
- D. Construction Change Directive: Architect/Engineer may issue a directive instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.

- E. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. Architect/Engineer will determine the change allowable in Contract Sum/Price and Contract Time as provided in the Contract Documents.
- F. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- G. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specify requirements.
- B. If, in the opinion of the Architect/Engineer, it is not practical to remove and replace the Work, the Architect/Engineer will direct an appropriate remedy or adjust payment.

1.7 ALTERNATIVES

- A. Accepted Alternatives will be identified in Owner-Contractor Agreement.

END OF SECTION

COORDINATION AND MEETINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Field engineering.
- C. Preconstruction meeting.
- D. Site mobilization meeting.
- E. Progress meetings.
- F. Preinstallation meetings.
- G. Equipment electrical characteristics and components.
- H. Examination.
- I. Preparation.
- J. Cutting and Patching.
- K. Alteration project procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to and placing in service, such equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work, which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas, except as otherwise indicated, conceal pipes, ducts and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 FIELD ENGINEERING

- A. Employ a Land Surveyor registered in the State of Missouri and acceptable to Architect/Engineer.
- B. Owner will locate and protect survey control and reference points.
- C. Control datum for survey is that established by Owner provided survey.
- D. Verify setbacks and easements; confirm drawing dimensions and elevations.
- E. Provide field engineering services. Establish elevations, lines and levels, utilizing recognized engineering survey practices.

1.4 PRECONSTRUCTION MEETING

- A. Architect/Engineer will schedule a meeting after Notice of Award.
- B. Attendance Required: District engineer or representative, Architect/Engineer and Contractor.

- C. Record minutes and distribute copies within 5 days after meeting to participants, with two copies to District Engineer, Architect/Engineer, participants and those affected by decisions made.

1.5 SITE MOBILIZATION MEETING

- A. Architect/Engineer will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Architect/Engineer will record minutes and distributes copies within 5 days after meeting to participants, with two copies to Architect/Engineer, participants and those affected by decisions made.

1.6 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at when arranged by architect/engineer.
- B. Architect/Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, District engineer representative, Architect/Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review of Work progress.
 - 2. Field observations, problems, and decisions.
 - 3. Identification of problems, which impede planned progress.
 - 4. Maintenance of progress schedule.
 - 5. Corrective measures to regain projected schedules.
 - 6. Coordination of projected progress.
 - 7. Effect of proposed changes on progress schedule and coordination.
- E. Record minutes and distributes copies within 5 days after meeting to participants and those affected by decisions made.

1.7 PREINSTALLATION MEETING

- A. When required in individual specification sections, convene a pre-installation meeting at the site prior to commencing work of the section.
- B. Notify Architect/Engineer seven days in advance of meeting date.
- C. Prepare agenda and preside at meeting:
 - 1. Review conditions of installation, preparation and installation procedures.
 - 2. Review coordination with related work.
- D. Record minutes and distributes copies within 5 days after meeting to participants and those affected by decisions made.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements, which affect:

1. Structural integrity of element.
 2. Integrity of weather-exposed or moisture-resistant elements.
 3. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching to complete Work, and to:
1. Uncover Work to install or correct ill-timed Work.
 2. Remove and replace defective and non-conforming Work.
 3. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Cut masonry and concrete materials using masonry saw or core drill.
- E. Fit Work tight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- F. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- G. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
- H. Identify hazardous substances or conditions exposed during the Work to the Architect/Engineer for decision or remedy.

3.2 ALTERATION PROJECT PROCEDURES

- A. Materials: As specified in Product sections; match existing Products and work for patching and extending work.
- B. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- C. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and submit recommendation to Architect/Engineer for review.
- D. Patch or replace portions of existing surfaces that are damaged, lifted, discolored or showing other imperfections.
- E. Finish surfaces as specified in individual Product sections.

END OF SECTION

01300

SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed Products list.
- D. Product Data.
- E. Shop Drawings.
- F. Samples.
- G. Design data.
- H. Test reports.
- I. Certificates.
- J. Manufacturer's instructions.
- K. Manufacturer's field reports.
- L. Erection drawings.
- M. Construction photographs.

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals
- B. Section 01400 - Quality Control: Manufacturers' field services and reports.
- C. Section 01700 - Contract Closeout: Contract warranties, bonds, manufacturers' certificates and closeout submittals.

1.3 REFERENCES

- A. AGC Associated General Contractors of America publication "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry".

1.4 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Architect/Engineer accepted form.
- B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite the Project, and deliver to Architect/Engineer at business address. Coordinate submission of related items.
- E. For each submittal for review, allow 15 days excluding delivery time to and from the contractor.
- F. Identify variations from Contract Documents and Product or system limitations, which may be detrimental to successful performance of the completed Work.
- G. Submittals not requested will not be recognized or processed.

1.5 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule in duplicate within 15 days after date established in Notice to Proceed.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each major portion of Work or operation, identifying first workday of each week.

1.6 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation and reference standards.

1.7 PRODUCT DATA

- A. Product Data For Review:
 - 1. Submitted to Architect/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - 2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
- B. Product Data For Information:
 - 1. Submitted for the Architect/Engineer's knowledge as contract administrator or for the Owner.
- C. Product Data For Project Closeout:
 - 1. Submitted for the Owner's benefit during and after project completion.
- D. Submit the number of copies, which the Contractor requires, plus two copies that will be retained by the Architect/Engineer.
- E. Mark each copy to identify applicable products, models, options and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- F. After review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01700 - CONTRACT CLOSEOUT.

1.8 SHOP DRAWINGS

- A. Shop Drawings For Review:
 - 1. Submitted to Architect/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - 2. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
- B. Shop Drawings For Information:
 - 1. Submitted for the Architect/Engineer's knowledge as contract administrator or for the Owner.

- C. Shop Drawings For Project Closeout:
 - 1. Submitted for the Owner's benefit during and after project completion.
- D. Indicate special utility and electrical characteristics, utility connection requirements and location of utility outlets for service for functional equipment and appliances.
- E. Submit in the form of one reproducible transparency and one opaque reproduction.

1.9 SAMPLES

- A. Samples For Review:
 - 1. Submitted to Architect/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - 2. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
- B. Samples For Information:
 - 1. Submitted for the Architect/Engineer's knowledge as contract administrator or for the Owner.
- C. Samples For Selection:
 - 1. Submitted to Architect/Engineer for aesthetic, color, or finish selection.
 - 2. Submit samples of finishes for Architect/Engineer selection.
 - 3. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.

1.10 DESIGN DATA

- A. Submit for the Architect/Engineer's knowledge as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.11 TEST REPORTS

- A. Submit for the Architect/Engineer's knowledge as contract administrator or for the Owner.
- B. Submit test reports for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.12 CERTIFICATES

- A. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to Architect/Engineer, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product but must be acceptable to Architect/Engineer.

1.13 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, and start-up, adjusting and finishing, to Architect/Engineer for delivery to owner in quantities specified for Product Data.

- B. Indicate special procedures, perimeter conditions requiring special attention and special environmental criteria required for application or installation.
- C. Refer to Section 01400 - Quality Control, Manufacturers' Field Services article.

1.14 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for the Architect/Engineer's benefit as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.15 ERECTION DRAWINGS

- A. Submit drawings for the Architect/Engineer's benefit as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by the Architect/Engineer or Owner.

END OF SECTION

01400

QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance - control of installation.
- B. Tolerances
- C. References and standards.
- D. Mock-up.
- E. Inspecting and testing laboratory services.
- F. Manufacturers' field services.

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals: Submission of manufacturers' instructions and certificates.
- B. Section 01600 - Material and Equipment: Requirements for material and product quality.
- C. Section 01650 - Starting of Systems.

1.3 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.4 TOLERANCES

- A. Monitor fabrication and installation tolerance control of Products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

1.5 REFERENCES AND STANDARDS

- A. For Products or workmanship specified by association, trade or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

- B. Conform to reference standard by date of issue current on date for receiving bids or date specified in the individual specification sections, except where a specific date is established by code.
- C. Neither the contractual relationships, duties or responsibilities of the parties in Contract nor those of the Architect/Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.6 TESTING SERVICES

- A. Contractor to provide all testing services as called out in these specifications.
- B. Testing and source quality control may occur on or off the project site. Perform off-site testing as required by the Architect/Engineer or the Owner.
- C. Testing does not relieve Contractor to perform Work to contract requirements.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same MoDOT personnel on instructions by the Architect/Engineer.

1.7 INSPECTION SERVICES

- A. Owner will employ MoDOT Personnel to perform inspection.
- B. Inspecting may occur on or off the project site. Perform off-site inspecting as required by the Architect/Engineer or the Owner.
- C. Inspecting does not relieve Contractor to perform Work to contract requirements.

1.8 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and the balancing of equipment as applicable and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Refer to Section 01300 - SUBMITTALS, MANUFACTURERS' FIELD REPORTS article.

PART 2 EXECUTION

2.1 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.

2.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer or conditioner prior to applying any new material or substance in contact or bond.

END OF SECTION

01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities: Electricity, telephone service, facsimile service and sanitary facilities.
- B. Temporary Controls: enclosures and fencing, protection of the Work and water control.
- C. Construction Facilities: progress cleaning and temporary buildings.

1.2 TEMPORARY ELECTRICITY

- A. Cost: By Contractor; pay for temporary power service furnished by MoDOT.

1.3 TELEPHONE SERVICE

- A. Provide, maintain, and pay for telephone service to field office and Architect/Engineer's field office at time of project mobilization.

1.4 FACSIMILE SERVICE

- A. Provide, maintain and pay for facsimile service and a dedicated telephone line to field office and Architect/Engineer's field office at time of project mobilization.

1.5 TEMPORARY WATER SERVICE

- A. Connect to existing water source as directed for construction operations at time of project mobilization.
- B. Contractor will reimburse Owner for water used in construction as agreed upon at time of project mobilization.

1.6 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

1.7 FENCING

- A. Construction: Use plastic mesh safety fencing or better.
- B. Provide 48" high fence around construction site; equip with vehicular and pedestrian gates with locks.

1.8 WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.9 EXTERIOR ENCLOSURES

- A. Provide temporary weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.10 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

1.11 SECURITY

- A. Provide security and facilities to protect Work and existing facilities and Owner's operations from unauthorized entry, vandalism or theft.
- B. Coordinate with Owner's security program.

1.12 ACCESS ROADS

- A. Provide and maintain access to fire hydrants, free of obstructions.
- B. Provide means of removing mud from vehicle wheels before entering streets.
- C. Designated existing on-site roads may be used for construction traffic.

1.13 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris and rubbish from site periodically and dispose off-site.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.14 FIELD OFFICES AND SHEDS

- A. Office: Weather tight, with lighting, electrical outlets, heating and ventilating equipment and equipped with drawing rack and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.

1.15 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities and materials prior to Final Application for Payment inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

1.2 RELATED SECTIONS

- A. Instructions to Bidders: Product options and substitution procedures.
- B. Section 01400 - Quality Control: Product quality monitoring.

1.3 PRODUCTS

- A. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- B. Provide interchangeable components of the same manufacture for components being replaced.

1.4 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct and products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement or damage.

1.5 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive Products in weather tight, climate controlled, enclosures in an environment favorable to Product.
- D. For exterior storage of fabricated Products, place on sloped supports above ground.
- E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- F. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of Products.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement or damage.

- I. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

1.6 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description is acceptable.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

1.7 SUBSTITUTIONS

- A. Architect/Engineer will consider requests for Substitutions only within 15 days after date established in Notice to Proceed.
- B. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Will provide the same warranty for the Substitution as for the specified Product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 - 2. Submit shop drawings, product data and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.
 - 3. The Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

01650

STARTING OF SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Starting systems.
- B. Demonstration and instructions.
- C. Testing, adjusting and balancing.

1.2 RELATED SECTIONS

- A. Section 01400 - Quality Control: Manufacturers field reports.
- B. Section 01700 - Contract Closeout: System operation and maintenance data and extra materials.

1.3 STARTING SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect/Engineer seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, and control sequence and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable manufacturer's representative or Contractors' personnel in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check and approve equipment or system installation prior to start-up and to supervise placing equipment or system in operation.
- H. Submit a written report in accordance with Section 01300 that equipment or system has been properly installed and is functioning correctly.

1.4 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Final Completion.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owners' personnel in detail to explain all aspects of operation and maintenance.
- D. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance and shutdown of each item of equipment at agreed time, at equipment location.

- E. Prepare and insert additional data in operations and maintenance manuals when the need for additional data becomes apparent during instruction.
- F. The amount of time required for instruction on each item of equipment and system that's specified in individual sections.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Project record documents.
- E. Operation and maintenance data.
- F. Spare parts and maintenance Products.
- G. Warranties.

1.2 RELATED SECTIONS

- A. Section 01500 - Construction Facilities and Temporary Controls: Progress cleaning.
- B. Section 01650 - Starting of Systems: System start-up, testing, adjusting and balancing.

1.3 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.
- B. Provide submittals to Owner that is required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments and sum remaining due.
- D. Owner will occupy portions of the building as specified in Section 01010.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- B. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- C. Clean or replace filters of operating equipment used during construction and/or adjustment.
- D. Clean debris from roofs, gutters, downspouts and drainage systems.
- E. Clean site; sweep paved areas, rake clean landscaped surfaces.
- F. Remove waste and surplus materials, rubbish and construction facilities from the site.

1.5 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.6 PROJECT RECORD DOCUMENTS

- A. Store record documents separate from documents used for construction.

- B. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- D. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish main floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.
- E. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.7 OPERATION AND MAINTENANCE DATA

- A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project and subject matter of binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Submit 1 draft copy of completed volumes 15 days prior to final inspection. This copy will be reviewed and returned with Architect/Engineer comments. Revise content of all document sets as required prior to final submission.
- E. Submit two sets of revised final volumes, within 10 days after final inspection.

1.8 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Provide spare parts, maintenance, and extra Products in quantities specified individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or Subcontractor without prior written consent of the Owner.

1.9 WARRANTIES

- A. Execute and assemble transferable warranty documents from Subcontractors, suppliers and manufacturers.
- B. Submit prior to final Application for Payment.
- C. For items of Work delayed beyond date of Final Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of the warranty period.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

02050

DEMOLITION

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

- A. The work to be done under these Specifications shall include all labor, materials, equipment and services necessary to complete all demolition of designated structures; complete removal of foundations and slab-on-grade, disconnecting utilities to demolished structures and removing utility lines as noted on Plot Plan.

PART 2 PRODUCTS

This Section not used.

PART 3 EXECUTION

3.1 PROTECTION OF EXISTING FACILITIES

- A. The contractor shall, as soon as he receives a Notice to Proceed with work, enter the premises and do any and all things necessary to protect the premises from damage by unauthorized persons. The contractor shall protect all existing equipment, pavements, tracks, poles, pipes, utilities, etc., which are not affected by demolition work. The contractor shall provide all shoring, bracing, tarps, temporary partitions, barricades, and/or other safety devices deemed necessary for protection.

3.2 OWNERSHIP OF PROPERTY

- A. No right, title property or interest of any kind whatsoever in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted, or transferred to the contractor, or any other person or persons, except only the right on entry to remove such buildings and structures in strict accordance with the Contract.
- B. Only such property may be salvaged by contractor as is owned by MoDOT, and in the event of any doubt respecting the ownership of any particular property, the contractor shall request from MoDOT a written statement respecting its ownership.
- C. All salvage becomes the property of the contractor, but storage of such materials and equipment of the project area will not be permitted except for the duration of the demolition contract.
- D. Personal property of third persons or of occupants of building on the site shall not become the property of the contractor.

3.3 DEMOLITION REQUIREMENTS

The work under this contract shall consist of the following:

- A. Demolition and removal of all structures on the site.
- B. Provide, erect, and maintain temporary barriers and security devices.
- C. Protect existing landscaping and/or paving that are not to be demolished.
- D. Disconnect cap and identify designated utilities. See Plot Plan for specific instructions.
 - 1. Seal storm and/or sanitary sewer lines leading from buildings being demolished at the foundation wall.
 - 2. When buildings are demolished on lots that are adjacent to rivers, drains, or wetlands, additional measures shall be taken to seal the sanitary sewer. The contractor shall excavate to the existing sewer service to designated location, installing a PVC cap on the street side of that

- sewer, and pumping a sand and cement grout into the wet side of the sewer service to provide a minimum 10-foot long plug, followed by backfilling with the excavated material.
3. The contractor will shut off power to the well after notification from MoDOT that the building or buildings have been vacated. The contractor will then remove the water line from the building back to the well and cap. The existing well may remain in place.
 4. Gas services shall be turned off at existing propane tank after notification from MoDOT that the building or buildings have been vacated. The contractor will disconnect the tank, store at a remote location on site, and remove concrete pad and gas line to the building as part of the demolition. If tank is more than 5% full lift, with slings, per NFPA 58 – LP Gas Code.
 5. Disconnect electric wires as per rules and regulations of authorities having jurisdiction. Notification of termination of electric service shall be made to the power company. The power company will remove meters, poles, overhead wires, and transformers at no cost to the contractor.
 6. Disconnect telephone wires as per rules and regulations of authorities having jurisdiction. Notification of termination of telephone service will be made to the telephone company. The telephone company will remove poles and overhead wires, at no cost to the contractor. Any equipment or wires left by the Telephone Company within the building will be intentional on their part and will be up to the contractor to remove.
 7. The contractor shall arrange removal of any other wires.
 8. Maintain and preserve utilities traversing premises as long as same are required.
- E. Demolish structures indicated in an orderly and careful manner.
 - F. Remove foundations to a minimum four feet below finished grade.
 - G. Removal of all other walls, partition walls, columns, piers, beams, or other projections, and all footings to a level four feet below finished grade.
 - B. Remove and dispose of all foundation walls, partition walls, columns, piers, beams, and concrete slab on grade.
 - H. All open areas shall be filled. Where excavations or open areas are not backfilled within 24 hours, the contractor will be required to encircle the open area by a standard snow fence, or equal.
 - I. Perform all other incidental work necessary to fully complete the contract.
 - J. Walls over ten feet high of any width or length shall not remain standing after working hours unless adequate lateral support is provided.
 - K. Backfill open pits and holes caused as a result of demolition. Use backfill as described in section 02220.
 - L. Rough grade and compact areas affected by demolition to maintain site grades and contours.
 - M. All rubbish, non-reusable fill, debris, equipment, etc., resulting from demolition work shall be removed from the premises during and-or upon completion of work, leaving the site area acceptable to the satisfaction of the owner.
 - N. The contractor shall furnish the disposal site for all demolition materials.
 - O. The contractor shall take whatever steps necessary to control dust during demolition and removal. The contractor will monitor the haul road for debris.

END OF SECTION

- B. Use flexible metal conduit only for short motor connections or where subject to vibration.
- C. Provide necessary sleeves and chases where conduits pass through floors and walls, and provide other necessary openings and spaces, arranging for in proper time to prevent unnecessary cutting in connection with the work. Perform cutting and patching in accordance with the provisions for the original work.
- D. Where conduit is exposed, run parallel to or at right angle with lines of the building.
- E. Securely and rigidly support conduits throughout the work. Conduits and wiring above a ceiling assembly shall not be supported to, or supported by, the ceiling assembly, including the ceiling support wires.

16122 INSTALLATION OF CONDUCTORS

- A. Unless otherwise shown use #12 type THHN conductors for all branch circuits protected by 20 amp circuit breakers. Where so indicated on the drawings, use larger wires to limit voltage drops.
- B. Use identified (white) neutrals and color-coded phase wires for all branch circuit wiring.
 - 1. Make splices electrically and mechanically with pressure-type connectors.
 - a. For wire size #6 AWG and smaller, provide "Scotch-Lock" connectors.
 - 2. Insulate splices with a minimum of two half-lapped layers of Scotch Brand #33 vinyl-plastic electrical tape where insulation is required.
- C. Tape all joints with rubber tape 1 1/2 times the thickness of the conductor insulation, than cover with vinyl-plastic electrical tape specified above.
- D. The drawings do not indicate the home runs. Continue all home runs to the panel as though the routes were shown completely.

16123 INSTALLATION OF PANELS

- A. Install panels as shown on drawings and specifications or as directed by the owner/architect.
- B. Mount a typewritten directory behind glass or plastic on the inside of each panel door and, on the directory, show the number and complete description of all outlets on each circuit.

16124 TESTING AND INSPECTION

- A. Make required tests in the presence of the owners representative and required approvals from the owner/architect and governmental agencies having jurisdiction.
- B. Make written notice to the owner/architect adequately in advance of each of the following stages of construction.
 - 1. In the underground condition prior to placing concrete floor slab, when all associated electrical is in place.
 - 2. When all rough in is complete, but not covered.
 - 3. At completion of the work of this section.
- C. When material and/or workmanship is found to not comply with the specified requirements, within three days after receipt of notice of such non-compliance remove the non-complying items from the job site and replace them with items complying with the specified requirements, all at no additional cost to the owner.
- D. In the owner/architect's presence:
 - 1. Test all parts of the electrical systems for phase to phase and phase to ground short circuits

and prove that all such items provided under this section function electrically in the required manner.

2. Immediately submit to the architect a report of maximum and minimum voltages and a copy of the recording voltmeter chart.
3. Also measure voltages between phase wires and neutral and report these voltages to the Architect.

16125 PROJECT COMPLETION

- A. Upon completion of the work of this section, thoroughly clean all exposed portions of the electrical installation, removing all traces of soil, labels, grease, oil, and other foreign material and using only the type cleaner recommended by the manufacturer of the item being cleaned.
- B. Thoroughly indoctrinate the owner's operation and maintenance personnel in the contents of the operations and maintenance manual required to be submitted under article 16106 of this section of these specifications.

END OF SECTION

16930

**TELECOMMUNICATIONS
(SPECIFICATIONS AND REQUIREMENTS)**

All MODOT building shall conform to EIA/TIA Building Telecommunications These Wiring standards are as follow TIA\EIA – 568A, 569, 570, 606, 607, TSB72 and TSB75.

All MODOT Building shall be wired using the T586B wiring scheme.

The contractor shall provide all necessary equipments, materials and level 5E certification as required to complete and tune up the network system Ethernet.

All cable runs and equipment shall be certified and a full set of reports and prints submitted to the MODOT before acceptance of the building cable and wiring system.

All cable runs (Home Run) shall be duplex run of four pair twisted cable, 24 gauge, plenum rated. Each run shall include two cables; one telephone run level 5E, or level 3 (verify) and one data run level 5E with compatible dual modular phone RJ/45 and data RJ/45jacks and face plates installed in electric boxes and ¾” rigid conduit where required. All raceways and J hooks shall be installed as set forth in EIA/TIA Standard and N.E.C.

All telephone and data cable above accessible ceiling may be installed without conduit. All telephone and data cable installed above non-accessible ceiling and on surface shall be in conduit. All telephone and data cable installed in sheet rock wall shall be in conduit terminated with a suitable electrical box. All telephone and data cable in modular furniture shall be installed furniture raceway and terminated in non-metallic surface mount boxes.

The following is some of the requirements required for the building of a Cabling System, but is not necessarily limited to the following:

Phone jacks RJ/45 shall be in ivory color, data jacks RJ/45 shall be in Orange color, face plates, blank face plates and non-metallic surface mount boxes shall be in ivory color.

Level 5E patch cord for all connections, and labeling for all cable, faceplates (D1 = Data, V1 = =Voice) and level 5E patch panels.

Relay rack, shall be 19” X 7’ and clear aluminum, with vertical wire management 6” X 7’ clear aluminum and relay rack installation kit.

Telephone blocks, (1) use 25 pair punch down block, type 66ml, for level 3 (2) use 100 pairs, 110 connecting block, for level 5E. All patch panels shall be level 5E, 24 ports 48 ports as required per building.

Wall mount Relay Rack 7’ x 19”, with:
Vertical Organizers.
Horizontal Combination Organizers.
48 Port Patch Panel.

END OF SECTION

16931

**GROUNDING AND GROUND FIELD
(SPECIFICATIONS AND REQUIREMENTS)**

Requirements for MoDOT Project Office shall follow the TIA/EIA - 607 Commercial Building Grounding Requirements for Telecommunications.

This building will require a separate telecommunications ground system. The requirements for this ground system is (15 ohms to ground or less), and shall be tested and certified at time of installations.

This system will consist of the following:

- A. A (TMGB) Telecommunications Main Ground Busbar (Erico grounding bar kit p/n b544a017 or equivalent). This Grounding Busbar shall be located in the telecommunication room and serves as the dedicated extension of the building grounding electrode system for telecommunications only.
- B. A Number four Green Insulated stranded copper cable run from the (TMGB) in the telecommunication room to the new grounding electrode system located outside the building.
- C. The grounding electrode system shall consist of all specifications found in the IEEE Green and Emerald Books. Their shall be a minimum of (4) or (as many as needed) copper electrodes (5/8" x 8') spaced 8' apart, connected with number four bare copper cable as needed to achieve 15 ohms to ground or less.
- D. All connectors and splices shall be of copper compression type and meet the specifications of the Standard IEEE 837 latest revision and the specifications of the NEC code, section 250-81 and 250-91.
- E. There shall be no other grounding electrode system connected to this Telecommunication room grounding electrode system except by a number six stranded green copper cable connected to the Building (TMGB) Main Grounding Bar or system.

REV. on 12-22-03

END OF SECTION



MEMORANDUM

Missouri Department of Transportation Construction and Materials Central Laboratory

TO: Daniel Brumagin-3mt

COPY:

FROM: Frank Reichart 
Environmental Chemist

DATE: February 18, 2010

SUBJECT: Materials
Asbestos & Heavy Metal Paint Inspection
Route I-70SOR
Job No. N/A
Parcel New Florence Old MT Shed
Montgomery County

We are providing you with the results of the requested inspection on the above referenced properties. The inspection report contains an asbestos and a heavy metals survey, unless otherwise requested. The asbestos inspection included sample collection of suspect asbestos-containing material and National Voluntary Laboratory Accreditation Program (NVLAP) accredited testing to confirm the presence of asbestos. This asbestos and heavy metal paint report includes four different report forms. Form T746 lists all of the samples taken during the asbestos inspection. Form T747 shows only those samples that tested positive for Category I nonfriable asbestos-containing materials that may remain in the structure during demolition, if kept adequately wet to avoid visible air emissions. Form T748 shows only those samples that tested positive for asbestos and require removal prior to demolition. Form C760 lists all paint samples taken during the heavy metal paint inspection and their metal content.

In accordance with the National Emissions Standard for Hazardous Air Pollutants (NESHAP), as well as city and county asbestos abatement regulations - Registration, Notification, and Performance Requirements, regulated asbestos-containing material (RACM) namely, Friable and Category II nonfriable, have a high probability of becoming friable under normal demolition forces. Practices and procedures for removal prior to demolition, disposal, and clearances should be in accordance with referenced regulations. Missouri Department of Transportation policy is to perform asbestos abatements in accordance with NESHAP.

In accordance with Missouri Department of Natural Resources' Technical Bulletin "Managing Construction and Demolition Waste" dated January 31 2003, a heavy metal paint inspection has been performed on the above referenced properties. We are providing you with the results of this inspection. The inspection includes locating painted concrete, block and/or brick surfaces, sampling the painted surface(s) and testing the paint(s) to determine if hazardous heavy metals are present. Non-hazardous painted concrete, blocks, or bricks may be used as clean fill

TO: Brumigan-3mt
Page 2
February 18, 2010

materials, if properly handled. You must contact the Central Office Design Division for proper handling of the reported painted surfaces.

Although our survey included observing and sampling behind walls, above ceilings, beneath floors, etc., it is possible that potentially hidden asbestos-containing materials may exist within the structures. To our knowledge, we have located all suspect asbestos-containing and all painted concrete, block and brick surfaces. If suspect asbestos-containing materials or if painted concrete, block and/or brick surfaces are observed in addition to those reflected in this inspection report, then please advise us immediately so that we may schedule a follow-up inspection.

Should you have any questions regarding these reports, please contact me at (573) 526-4359.

db/dr
J:\barred\asbestos\District 3\Misc\fr1002181.doc
Attachments

**MISSOURI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MATERIALS**
Asbestos Survey Report
All Suspect ACM

ROUTE: 70 SOR
MODOT JOB NO.: N/A
DISTRICT: 3
COUNTY: Montgomery
DATE OF SURVEY: February 10, 2010
PARCEL NO.: New Florence Old MT Shed

SURVEYED BY: Frank Reichart and Diane Roegge
CERTIFICATION #: 7028020509MOIR11239, F.R.
CERTIFICATION #: 7028020509MOIR7165, D.R.
SITE ADDRESS: South Side, 0.6 mile East of MO 19, New Florence
TYPE(S) OF STRUCTURE(S): 1-Story Brick/Concrete 4-Bay Maintenance Shed on Concrete Pad

Sample ID	Type of Materials	Location of Material	Friability Category	Field Measure
10MD1R 015	Asphalt Roofing Material**	Roof	I NF	3,600 Sq. Ft.
10MD1R 016	Caulking on Windows	8 Windows-3'x 6 1/4"	II NF	456 Lin. Ft.
10MD1R 017	Caulking on Brick	Around Windows	II NF	163 Lin. Ft.
10MD1R 018	Floor Sheeting (Cream Brick)	Office and Breakroom, Over Concrete	N-ACM	
10MD1R 019	Adhesive	Office and Breakroom, Over Concrete	N-ACM	
10MD1R 020	Floor Sheeting (Tan Block)	Bathroom, Over Concrete	F	42 Sq. Ft.
10MD1R 021	Adhesive	Bathroom, Over Concrete	N-ACM	
10MD1R 022	Asphalt Fiberboard	Interior Barrel Ceiling	N-ACM	
10MD1R 023	Ceiling Tile (2' x 4')	Office and Breakroom	N-ACM	
10MD1R 024	Sheetrock, Joint/Tape/Mud	Ceiling, Bathroom	N-ACM	
10MD1R 025	Sheetrock (No Mud/Tape)	Walls, Bathroom	N-ACM	
10MD1R 026	Insulation	Walls and Above Ceiling, Office, Breakroom, & Bathroom	N-ACM	

NOTE: Inspection limited to the old brick 4-bay maintenance shed only. This report does not include any other buildings at this site.

****NOTE:** Asphalt Roofing Material sample was not obtained due to safety considerations with snow and ice-covered roof and ground. Material is presumed to be ACM (P-ACM) with typical asbestos type and percentage reported.

N-ACM = Non-Asbestos Containing Material I NF = Category I Nonfriable II NF = Category II Nonfriable F = Friable
 NA FD = No Asbestos Fiber Detected * = Tested By Point Count Procedure I:BARREDASBESTOSIDISTRICT 3\MISC\NEW FLORENCE OLD MT SHED.DOC



































**The following is a list of ASBESTOS CONTRACTORS registered with the Air Pollution Control Program as of :
11:42:25 AM, 12/18/2009 . Registration is annually renewable and is subject to denial, suspension and revocation
under certain circumstances. 'Exp. date' indicates the date the registration expires. 'CEO' indicates the person noted
as the Chief Executive Officer of the company. If you have any questions, please call the asbestos unit at (573)**

Page Number : 1
Number of Pages : 6
Number of Records : 113

Contractor	Reg. No.	Exp. Dt.	Street Address	City	St.	Zip	Bus.Tel.No.	CEO
139th Airlift Wing, Missouri Air National Guard (Civil Engineering)	10-06-0471	06/30/10	705 Memorial Drive	St. Joseph	MO	64503	(816) 236-3309	Lt. Col. Grace Link
24/7 Enviro Solutions	10-06-0641	06/30/10	9312 East U.S. 24 Highway	Independence	MO	64053	(816) 252-0659	Michelle Harbaugh
AG Environmental, Inc.	10-06-0561	06/30/10	1115 Westminster Ct.	DeSoto	MO	63020	(636) 337-7088	Angela Giffin
ALM Environmental Services & Construction, LLC	10-06-0676	06/30/10	204 SW Victor Drive	Blue Springs	MO	64014	(816) 229-8659	Lanu Atatai
AMX Environmental, Ltd.	10-06-0667	06/30/10	2351 West Northwest Highway, Suite 2118	Dallas	TX	75220	(713) 378-9911	Tom Edwald
ARC Abatement, Inc.	10-06-0701	06/30/10	300 South 2nd Street	Waco	TX	76701	254-755-6700	Ronald Daniel
AT Abatement Services, Inc.	10-06-0006	06/30/10	4915 Stilwell	Kansas City	MO	64120	(816) 242-0444	Sam Curiale
Abatement Management, Inc.	10-06-0250	06/30/10	6990 State Route 111	South Roxana	IL	62087	(618) 254-6900	Stephen K. Sweet
Abatement Systems, Inc.	10-06-0275	06/30/10	P.O. Box 773; 2400 E. College Avenue	Broken Arrow	OK	74012	(918) 251-2504	Jon M. Sumners, President
Abatepro, Inc.	10-06-0692	06/30/10	P.O. Box 674	Edwardsville	IL	62025	314-815-0404	Nicolas Feco
Academy Roofing & Sheet Metal Co.	10-06-0682	06/30/10	6361 NE 14th Street	Des Moines	IA	50313	(515) 964-2345	John Bonnstetter
Action Environmental Services	10-06-0444	06/30/10	P.O. Box 1212	Warrensburg	MO	64093	(660) 653-4423	JoAnn DeLaney
Advanced Environmental Services, Inc.	10-06-0640	06/30/10	4437 Fyler Ave	St. Louis	MO	63116	(314) 865-2662	Dennis Ruckman
Allstate Environmental	10-06-0679	06/30/10	6304 E. 109th Terrace	Kansas City	MO	64134	(816) 214-6597	Randy Brooks
Allstate Specialty Construction, Inc.	10-06-0497	06/30/10	32700 West 255th Street	Paola	KS	66071	(913) 294-4716	F. Lynette Burkhart
American Contracting Enterprizes, Inc. d/b/a American Remediation & Restoration Services	10-06-0598	06/30/10	1316 South Second St.	St. Louis	MO	63104	(314) 480-4498	Ashley Ahrens
Asbestos Removal Services, Inc.	10-06-0026	06/30/10	P.O. Box 105287	Jefferson City	MO	65110	(573) 896-0222	Warren Prost
B & R Insulation, Inc.	10-06-0039	06/30/10	15001 West 101st Terrace	Lenexa	KS	66215	(913) 492-1346	Richard W. Hall

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 under certain circumstances. 'Exp. date' indicates the date the registration expires. 'CEO' indicates the person noted
 as the Chief Executive Officer of the company. If you have any questions, please call the asbestos unit at (573)**

Page Number : 2
 Number of Pages : 6
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Contractor	Reg. No.	Exp. Dt.	Street Address	City	St.	Zip	Bus.Tel.No.	CEO
BELFOR Environmental, Inc.	10-06-0661	06/30/10	5075 Kalamath Street	Denver	CO	80221	(303) 425-7526	Matt Wetzel
Banner Environmental and Construction Services, Inc.	10-06-0664	06/30/10	P.O. Box 365, 16205 E, 85th Street, Kansas City	Lee's Summit	MO	64063	(816) 554-1153	Roger D.Gibson
Brandenburg Industrial Service Company	10-06-0539	06/30/10	2625 S. Loomis Street	Chicago	IL	60608	(312) 326-5800	Bob Victor
Brooks Environmental Service Technicians, LLC	10-06-0630	06/30/10	4427 Geraldine Avenue	St. Louis	MO	63115	(314) 389-9800	Christina Brooks
C2 Service Group	10-06-0697	06/30/10	415 W. 5th	Washington	MO	63090	636-239-2464	Lorri Keenum
CAMCOR Environmental	10-06-0639	06/30/10	20383 Raccoon Road	Stella	MO	64867	(417) 628-3809	Sara Camerer
CENPRO Services, Inc.	10-06-0566	06/30/10	18 Fox Industrial Dr	Madison	IL	62060	(618) 876-1000	Andrew D. Kohler
CST Environmental, LP	10-06-0689	06/30/10	404 N. Berry Street	Brea	CA	92821	7146723500	Duane Kerr
Cardinal Environmental Operations Corporation	10-06-0392	06/30/10	P. O. Box 5847, 4518 Woodson Road	St. Louis	MO	63134	(314) 890-2088	Paula L. Milligan
Clearview Enterprises of the Midwest, Inc.	10-06-0638	06/30/10	239 Rock Industrial Boulevard	Union	MO	63084	(636) 583-8698	Gregory E. Hoberock
Construction and Abatement Services, Inc.	10-06-0621	06/30/10	610 NW Dunlap Drive	Lee's Summit	MO	64063	(816) 524-3233	Don Plaskett
Cornerstone Services Group, LLC	10-06-0588	06/30/10	1809 Liberty Street	Kansas City	MO	64102	(816) 842-2990	Gopi Govindan
Corvera Abatement Technologies, Inc.	10-06-0332	06/30/10	3101 Cherokee Street	St. Louis	MO	63118-2851	(314) 664-1122	Gonzalo Corvera
DJ Contracting	10-06-0671	06/30/10	64 Boone Hill Dr.	St. Peters	MO	63376	(636) 922-2560	James Thomas
David Rensch Construction	09-06-0309	06/30/10	18150 West County Line Road	Billings	MO	65610	(417) 744-2380	David Rensch
Deckard Abatement Underground, LLC	10-06-0693	06/30/10	31510 Hwy E	Dixon	MO	65459	573-759-7049	Matthew B Deckard
DemoPro Surface Systems, LLC	10-06-0631	06/30/10	26201 East Bundschu Road	Independence	MO	64056	(816) 650-3255	Mark N. Miles
Demolition Engineering Company	10-06-0666	06/30/10	4180 Beck Ave	St. Louis	MO	63116	(314) 335-7767	Kim Thomas
Dore & Associates Contracting, Inc.	10-06-0547	06/30/10	900 Harry S. Truman Parkway	Bay City	MI	48706	(989) 684-8358	Arthur P. Dore
ESA, Inc.	10-06-0592	06/30/10	116 Gateway Drive, P.O. Box 1370	North Sioux City	SD	57049-1370	(605) 232-4554	D. Mike Mitchell

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Contractor	Reg. No.	Exp. Dt.	Street Address	City	St.	Zip	Bus.Tel.No.	CEO
EnviroMaters, Inc.	10-06-0694	06/30/10	P.O. Box 98 N Hwy 27	Carrolton	GA	30117	770-834-8160	Matthew B Deckard
Environmental Action, Inc.	10-06-0624	06/30/10	P.O. Box 1029	Jenks	OK	74037	(918) 298-4080, e	A. Don Jolley
Environmental Assurance Company, Inc.	10-06-0575	06/30/10	137 S. Production Drive	Avon	IN	46123	(317) 272-8500	Darren Stanley
Environmental Operations, Inc.	10-06-0001	06/30/10	1530 South Second Street, Suite 200	St. Louis	MO	63104	(314) 241-0900	Stacy W. Hastie
Environmental Protection Associates	10-06-0297	06/30/10	#9 Remington Cove	Little Rock	AR	72209	(501) 562-3818	Terry Blaylock
Environmental Resources of Missouri, Inc.	10-06-0654	06/30/10	P.O. Box 1042	Alton	IL	62002	(618) 876-3002	David Henson
Environmental Restoration, LLC	10-06-0545	06/30/10	1666 Fabick Dr.	Fenton	MO	63026	(636) 227-7477	Dennis Greaney
Envirotech, Inc.	10-06-0554	06/30/10	2737 Papin Street	St. Louis	MO	63103	(314) 865-1293	Joel L. LaRose
Era Environmental & Safety, Inc.	10-06-0555	06/30/10	1212 West Ruby Street	Independence	MO	64052	(816) 833-8555	Jerry Senter
Forefront Environmental Services	10-06-0635	06/30/10	35508 East Howell Road	Oak Grove	MO	64075	(816) 918-3757	William Glenn Gover
G&S Construction	10-06-0696	06/30/10	3972 Dunn Rd	Hazelwood	MO	63042	314-486-3845	David W. Purcell
Gateway Construction Services, Inc.	10-06-0616	06/30/10	10330 Old Olive Street Road, Suite 200	St. Louis	MO	63141	(314) 330-1839	Cletus Agbo
Geissler Roofing Co., Inc.	10-06-0577	06/30/10	612 South 3rd Street	Belleville	IL	62220	(618) 277-7727	David Owen
General Waste Services, Inc.	10-06-0158	06/30/10	PO Box 90, 2398 Belle St.	Alton	IL	62002	(618) 465-0269	Gregory A. Snider
Gerken Environmental Enterprise, Inc.	10-06-0384	06/30/10	1528 W. Mt. Vernon	Springfield	MO	65802	(417) 863-7254	Al Gerken
Global Environmental, Inc.	10-06-0350	06/30/10	PMB #75 2025 Zumbahl Rd.	St. Charles	MO	63303	(636) 928-2500	Vicki Dunn
Great Plains Asbestos Control, Inc.	10-06-0072	06/30/10	820 East Railroad, P.O. Box 39	Kearney	NE	68848	(308) 234-3350	Dawn M. Chavanu
Great Western Abatement, Inc.	10-06-0562	06/30/10	P.O. Box 795, 836 VFW Memorial Dr., Suite 1	St. Robert	MO	65584	(573) 336-4011	Patricia Boore
Henderson Holdings dba Anlab Environmental	10-06-0681	06/30/10	3634 Troost Avenue	Kansas City	MO	64109	(816) 756-2214	Bobby Henderson
Horizon Environmental Services Inc.	10-06-0644	06/30/10	11376 Dorsett Road, Suite C	Maryland Heights	MO	63043	(314) 739-1155	Michael Renfroe

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Horsley Specialties, Inc.	10-06-0457	06/30/10	P.O. Box 1277	Rapid City	SD	57709	(605) 342-5634	Gary N. Chalk
ICMCS, Inc. (Inspection Construction Management Consulting Services)	10-06-0653	06/30/10	PMB 289- 6209 Mid Rivers Mall Dr.	St. Charles	MO	63304	(314) 436-1393	Thersia Sweet
INSCO Environmental, Inc.	10-06-0686	06/30/10	6902 Martindale Road	Shawnee	KS	66218	(913) 422-8001	Marc D. Pasley
Jonathan's Construction	10-06-0481	06/30/10	1095 S. Farm Road 59	Bois D'Arc	MO	65612	(417) 732-4050	Jonathan Packwood
KC Environmental Solutions, LLC	10-06-0660	06/30/10	10404 NW River Road, P. O. Box 12087	Kansas City	MO	64152	(816) 505-9990	Donald E. Derry Jr.
Kingston Environmental Services, Inc.	10-06-0230	06/30/10	15450 Hangar Road	Kansas City	MO	64147	(816) 524-8811	Edward T. Cason, Jr.
Kirberg Company, Inc.	10-06-0351	06/30/10	1400 S. 3rd Street	St. Louis	MO	63104	(314) 534-4444	Charles Kirberg
Koch Corporation	10-06-0629	06/30/10	1131 Logan St.	Louisville	KY	40204	(502) 636-3571	Joseph Hensel
LVI Environmental Services, Inc.	10-06-0473	06/30/10	12 Oak Drive	Shawnee	OK	74801	405-273-4800	Alfred C. Draper
Lake Environmental, Inc.	10-06-0402	06/30/10	1300 Convention Plaza, Suite 310	St. Louis	MO	63103	(314) 741-4111	Stephen K. Sweet
Lakeshore Environmental Contractors, LLC	10-06-0659	06/30/10	5513 Eastcliff Industrial Loop	Birmingham	AL	35211	(205) 943-5711	Stan Roth
MAB Environmental	10-06-0699	06/30/10	4846 Anderson, Suite 2W, P.O. Box 150105	St. Louis	MO	63115	314-479-0129	Carvontate Brown
MARCOR Environmental, LP	10-06-0685	06/30/10	246 Cockeyville Road	Hunt Valley	MD	21030	(410) 785-0001	David A. Jungers
MARCOR Remediation, Inc.	10-06-0516	06/30/10	246 Cockeyville Road, Suite 1	Hunt Valley	MD	21030	(410) 785-0001	Pamela A. Welzenbach
Major Abatement and Demolition, Inc.	10-06-0358	06/30/10	1100 NW Knox Street P.O. Box 487	Blue Springs	MO	64015	(816) 874-4006	John Perrin
Mid-America Environmental Solutions	10-06-0502	06/30/10	PO Box 737, 4204 County Lane 118	Carthage	MO	64836	(417) 358-3599	Dominic Whitley
Midwest Environmental Studies	10-06-0248	06/30/10	P.O. Box 737 (1613 County Road 614, Jackson)	Cape Girardeau	MO	63702	(573) 270-4029	Timothy J. Pekios
Midwest Service Group	10-06-0068	06/30/10	560 Turner Boulevard	St. Peters	MO	63376	(636) 926-7800	Jeffrey M. Blanton
Mississippi Valley Company	10-06-0683	06/30/10	207 South 6th Street	Keokuk	IA	52632	(319) 524-1132	Lonnie McCarty
Modecor Corporation	10-06-0691	06/30/10	1757 Hinton Street	Dallas	TX	75235	214-631-4100	W. John Moala

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Mosaic Construction Services, Inc.	10-06-0684	06/30/10	3101 Cherokee	St. Louis	MO	63118	(314) 644-1122	Christina Brooks
Neal Group Construction, LLC	10-06-0687	06/30/10	420 South Main Street	Joplin	MO	64801	(417) 206-4910	Jeffrey A. Neal
New Horizons, LLC	10-06-0672	06/30/10	P.O. Box 681183	Kansas City	MO	64168	(816) 569-5256	Stephanie Isaacson
PIKA International, Inc.	10-06-0680	06/30/10	12723 Capricorn Drive, Suite 500	Stafford	TX	77477	(281) 340-5525	Terry Kasnavia
Performance Abatement Services, Inc.	10-06-0087	06/30/10	16400 College Boulevard	Lenexa	KS	66219	(913) 888-8600	Charles F. Williams
Professional Abatement & Remediation Technologies, LLC (PART, LLC)	10-06-0591	06/30/10	1629 Headland Drive	St. Louis	MO	63026	(636) 305-8881	Nicolaus P. Neumann
Professional Environmental Engineers, Inc.	10-06-0500	06/30/10	500 South Ewing Suite E	St. Louis	MO	63103	(314) 531-0600	Herman Hanner
Project Development Group, Inc.	10-06-0505	06/30/10	1386 Beulah Road, Bldg #801	Pittsburgh	PA	15235	(412) 243-3200 e	David P. Beresford, V.P.
RLJ Environmental Services, LLC	10-06-0663	06/30/10	900 Jeffco Blvd	Arnold	MO	63010	(636) 287-2700	Ramona L. Jones
RSS Roofing Service & Solutions, LLC	10-06-0698	06/30/10	1054 Central Industrial Dr.	St. Louis	MO	63110	(314)633-4908	Joe Lauberth
Regional Development Services, Inc.	10-06-0636	06/30/10	8035 County Road 405	Fulton	MO	65251	(573) 642-5448	Perry D. Lovett
Renovation Services, Inc.	10-06-0665	06/30/10	1736 Flint Hill Park Lane	Wentzville	MO	63385	(636) 332-5753	Karen E.LaRose, President
SET Environmental, Inc. Bellon Environmental Company	10-06-0300	06/30/10	1560B Fairview Ave	St. Louis	MO	63132-1304	(314) 890-8600	Paul M. Bellon
Schemel-Tarrillion, Inc.	10-06-0626	06/30/10	3966 PCR 806	Perryville	MO	63775	(573) 547-2558	Richard Schemel
Security Storage Service, Inc.	10-06-0413	06/30/10	7001 Merion Drive	Nixa	MO	65714	(417) 725-4611	Scott Mills
Sellers & Marquis Roofing Company	10-06-0359	06/30/10	4200 Gardner Avenue; P. O. Box 33627	Kansas City	MO	64120	(816) 241-2221	Michael C. Pierce
Snyder Environmental & Construction, Inc.	10-06-0700	06/30/10	P.O. Box 3837	Little Rock	AR	77203	(501)354 2080	Jeff Fairchild
Southeast Missouri State University	10-06-0231	06/30/10	One University Plaza-MS 4825	Cape Girardeau	MO	63701	(573) 651-2581	Dr. Kenneth W. Dobbins
Spartan Services, LLC d.b.a. Spartan Abatement Services	10-06-0582	06/30/10	530 Marshall, Suite B	St. Robert	MO	65584	(573) 336-5787	David S. Acorn
Spirtas Wrecking Company	10-06-0024	06/30/10	951 Skinker Parkway	St. Louis	MO	63112	(314) 862-9800	J. Matthew Sheehan

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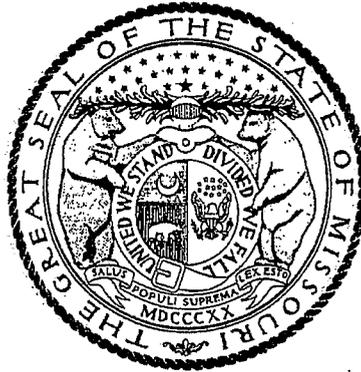
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Spray Services, Inc.	10-06-0281	06/30/10	20 Chamber Drive	Washington	MO	63090	(636) 239-0404	James Bennight
St. Louis County Government, Department of Public Works	10-06-0558	06/30/10	41 S. Central Avenue	St. Louis	MO	63105	(314) 615-4583	Donald G. Scheffing
Sunbelt Environmental Services, Inc.	10-06-0650	06/30/10	621 N. Prince Lane	Springfield	MO	65801	(417) 831-5052	Leroy Schaefer
T.J. Ahrens Excavating, Inc.	10-06-0597	06/30/10	140 Lafayette, P.O. Box 16365	St. Louis	MO	63125	(314) 631-0605	Ted Ahrens
Talbert Industrial Commercial Services, Inc.	10-06-0668	06/30/10	PO Box 287 (11864 Dorsett Rd, Maryland Heights)	Chesterfield	MO	63006	(314) 681-5317	William A. Talbert
Taylor Wrecking Co	10-06-0070	06/30/10	5148 N. Farm Road 197	Springfield	MO	65803	(417) 840-9561	Mark Taylor
The Gehm Corporation dba Gehm Environmental	10-06-0602	06/30/10	23879 Highway 98	Boonville	MO	65233	(660) 882-3485	David E. Gehm
Thomas Environmental Services, In	10-06-0695	06/30/10	901 Division St. Suite C	Nashville	TN	37203	615-279-0625	David W. Purcell
U.S. Environmental Solutions, LLC	10-06-0678	06/30/10	910 West 14th Street, Suite 150	Washington	MO	63090	(636) 390-0683	Shawn Mayall
Universal Abatement, Inc.	10-06-0510	06/30/10	P.O. Box 19833, 8224 Manchester Road	St. Louis	MO	63144	(314) 962-1086	Steve Sherwood
University of Missouri	10-06-0036	06/30/10	#8 Research Park Development Building	Columbia	MO	65211	(573) 882-7018	Lisa J. Wimmenauer
W.R. King Contracting, Inc.	10-06-0338	06/30/10	7915 West 51st Street	Overland Park	KS	66202	(913) 384-4943	Willard R. King
Watkins Roofing Inc.	10-06-0677	06/30/10	4401 I-70 Drive S.E., P.O. Box 1346	Columbia	MO	65203	(573) 449-2951	Daniel Watkins
Weathercraft, Inc.	10-06-0368	06/30/10	P. O. Box 105108	Jefferson City	MO	65110	(573) 635-0141	Matthew P. Fifer
Wellington Environmental Consulting & Construction, Inc.	10-06-0152	06/30/10	607 Hanley Industrial Court	St. Louis	MO	63144	(314) 644-4930	Thom Wellington

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 17

Section 070

MONTGOMERY COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2010

Last Date Objections May Be Filed: April 9, 2010

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
MONTGOMERY County

Section 070

OCCUPATIONAL TITLE	**Effective Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$34.76	55	60	\$16.61
Boilermaker			\$32.30	57	7	\$20.01
Bricklayers-Stone Mason			\$27.48	59	7	\$13.60
Carpenter		b	\$29.32	79	42	\$11.45
Cement Mason			\$25.08	9	3	\$11.60
Electrician (Inside Wireman)			\$28.16	69	75	\$4.85 + 35%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$40.945	26	54	\$21.505
Operating Engineer						
Group I			\$25.92	86	66	\$18.37
Group II			\$25.92	86	66	\$18.37
Group III			\$24.67	86	66	\$18.37
Group III-A			\$25.92	86	66	\$18.37
Group IV			\$23.69	86	66	\$18.37
Group V			\$26.62	86	66	\$18.37
Pipe Fitter		c	\$34.00	91	69	\$21.43
Glazier		d	\$24.35	122	76	\$14.22 + 3.4%
Laborer (Building):						
General			\$27.88	118	57	\$10.05
First Semi-Skilled			\$29.46	114	27	\$9.34
Second Semi-Skilled			\$27.36	5	3	\$9.34
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			\$28.43	92	26	\$11.40
Marble Mason			\$20.62	124	74	\$12.03
Millwright			\$32.48	77	41	\$11.65
Iron Worker			\$26.41	11	8	\$17.80
Painter			\$21.40	18	7	\$9.82
Plasterer			\$23.89	94	5	\$11.27
Plumber		c	\$34.00	91	69	\$21.43
Pile Driver			USE CARPENTER RATE			
Roofer			\$28.65	15	73	\$14.50
Sheet Metal Worker			\$27.89	40	23	\$12.92
Sprinkler Fitter			\$30.84	33	19	\$15.80
Terrazzo Worker			\$27.48	124	74	\$13.60
Tile Setter			\$20.62	124	74	\$12.03
Truck Driver-Teamster						
Group I			\$23.25	101	5	\$8.55
Group II			\$23.90	101	5	\$8.55
Group III			\$23.40	101	5	\$8.55
Group IV			\$23.90	101	5	\$8.55
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Welders-Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**MONTGOMERY COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 5: Means eight (8) hours shall constitute the regular workday between the hours of 6:00 a.m. and 5:30 p.m., except when the Employer elects to work four 10-hour days as described below. The starting time of the workday can be adjusted from 6:00 a.m. to 9:00 a.m. The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Overtime shall be computed at one-half (½) hour intervals. **Projects that cannot be performed during regular workday:** Where specifications issued by governmental agencies require work to be performed outside the regular workday, the starting time will begin when the employee starts to work. The employee shall be paid applicable straight time hourly wage plus a premium of (\$2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate. **Shift work:** Shifts may be established when necessary by the Employer. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time pay for eight (8) hours worked. The second shift will be paid at eight (8) hours straight time pay plus a two dollar and fifty cent (\$2.50) per hour premium for eight (8) hours work. The third shift will be paid at eight (8) hours straight time pay plus a three dollar and fifty cent (\$3.50) per hour premium for eight (8) hours work. Payment for shift work shall be determined when an Employer first begins his shift operation, i.e., the shifts which begin on Friday morning and end on Saturday morning will be paid straight time; the shifts which start on Saturday morning and end on Sunday morning will be paid at time and one-half (1½); the shift that start on Sunday morning and end on Monday morning will be paid at two (2) times the regular rate of pay. Employees working during the normal workday shall receive first shift pay; employees working predominantly during the evening hours shall receive second shift pay; employees working predominately during the early morning hours will receive third shift pay. Nothing above prohibits the working of two (2) shifts greater than eight (8) hours with excess hours to be paid at overtime rate.

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 15: Means the regular working day shall be scheduled to consist of at least eight (8) hours, but no more than ten (10) consecutive hours, exclusive of the lunch period. The regular working day may be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. All work performed in excess of forty (40) hours in one work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale. Any work performed on a Saturday shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday Make-Up Day. Any work performed by Employees anywhere on Sunday or recognized holidays, shall be paid for at the rate of double (2) time the regular wage scale. If, during the course of a work week, an Employee is unable to work for any reason, and, as a result, that Employee has not accumulated forty (40) hours of compensable time at the straight time rate, the Employer, at his option may offer the Employee the opportunity to work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1½) times the regular hourly wage scale.

**MONTGOMERY COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

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NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 69: Means eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m., except for a thirty (30) minute lunch period shall constitute a regular work day. Forty (40) hours, within five (5) such work days-Monday through Friday, inclusive, shall constitute a regular work week. The starting and quitting time for each job shall be subject to variance by mutual Agreement and where not agreed otherwise the regular starting time shall be 8:00 a.m. and the quitting time shall be 4:30 p.m. In order to meet job site or owner conditions, the above section may be modified to allow for a workday/workweek of four (4), ten-hour days (4-10's) provided that the following condition is met:

-The project must be for a minimum of four (4) consecutive days, beginning on either a Monday or Tuesday, holidays, inclusive.

All work performed outside of the regularly scheduled working hours, Monday through Friday, and on Saturday shall be paid at one and one-half (1½) times the hourly rate. On all work performed on Sundays and recognized legal holidays or days that may be celebrated as such, shall be paid at double (2) the hourly rate. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall be paid at eight (8) hours pay at the regular hourly rate plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall be paid at eight (8) hours pay at the regular hourly rate plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 77: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1 ½) shall be paid for all overtime hours worked during the week, Monday through Friday and for all work performed on Saturday. Double (2) time shall be paid for all time worked on Sunday and recognized holidays.

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NO. 79: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Employer. Fridays can be worked in lieu of holidays at the employee's option. Time and one-half (1½) shall be paid for all overtime hours worked during the week, Monday through Friday, and for all work performed on Saturday. Double (2) time shall be paid for all time worked on Sunday and recognized holidays. Sundays and holidays may not be used as a make-up day.

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on **Saturdays**, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.00 per hour premium for seven and one-half (7½) hours work. Third shift will be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hour work.

NO. 92: Means all work performed from 8:00 a.m. to 4:30 p.m., Monday through Friday, will be at straight time pay up to forty (40) hours per week. All work performed Monday through Friday before 8:00 a.m. and after 4:30 p.m. will be done at time and one-half (1½). All work done on Saturday will be done at time and one-half (1½), unless the employer and employee agree that Saturday shall be used as a make-up day. The Employer may use a flexible starting time of 7:00 a.m. to 8:00 a.m., and quitting time of 3:30 p.m. to 4:30 p.m., and any such different work starting time shall determine whether wages are payable at the straight rate or the premium rate. All work performed on Saturday shall be paid for at time and one-half (1½), unless the Saturday has been used as a make-up day. All work performed on Sunday and holidays shall be paid for at the rate of double (2) time.

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NO. 94: Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

NO. 101: Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

NO. 114: Means eight (8) hours shall constitute a regular work day between the hours of 7:00 a.m. and 5:30 p.m. with a thirty (30) minute lunch period to start between the hours of 11:00 a.m. and 1:00 p.m. Five (5) days shall constitute a regular work week commencing on Monday and ending on Friday. One and one-half (1½) times the regular hourly rate of pay shall be paid for all overtime work, with the exception of holidays or Sundays. Overtime work shall be deemed to include any work performed in excess of eight (8) hours on any day in the regular work week, or any work performed before 7:00 a.m. or after 5:30 p.m. on any day in the regular work week. If a crew is prevented from working forty (40) hours Monday through Friday by reason of inclement weather, then Saturday may be worked by that crew as a make-up day at the straight time rate. Double (2) time shall be paid for work performed on Sundays and holidays, or days observed as such. **Shift Work:** In the case of three (3) shifts, workmen shall be paid eight (8) hours for seven and one-half (7½) hours worked.

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NO. 118: Means eight (8) hours shall constitute the regular work day, between the hours of 6:00 a.m. and 5:30 p.m. except when the Employer elects to work four (4) ten (10) hour days as described below. The starting time of the workday can be adjusted from 6:30 a.m. to 9:00 a.m. The Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), or other conditions beyond the control of the Employer, the Employer shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours on any regular work day or outside the hours limiting a regular work day. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Overtime shall be computed at one-half (1/2) intervals. **Projects that cannot be performed during regular workday:** If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of one dollar and fifty cents (\$1.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the one dollar and fifty cent (\$1.50) per hour premium. The overtime rate shall be computed after the \$1.50 premium has been added to the hourly wage rate. However, if a contractor employs any other craft on a project being worked outside the normal workday, and is paying the other craft a higher premium, then the Laborers employed by such contractor on such project outside the normal work hours shall be paid the higher premium. **Shift work:** Shifts may be established when necessary by the Employer. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time pay for eight (8) hours work. The second shift will be paid at eight (8) hours straight time pay plus a thirty-five cent (\$.35) per hour premium for seven and one-half (7½) hours work. The third shift will be paid at eight (8) hours straight time pay plus a forty-cent (\$.40) per hour premium for seven (7) hours work. Overtime is computed after the premium has been added to the hourly wage rate. Nothing above prohibits the working of two (2) shifts greater than eight (8) hours with excess hours to be paid at overtime rate.

NO. 122: Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

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NO. 3: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is too paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday.

NO. 26: All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. When a Holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular work days. If such a holiday occurs on Sunday it shall be observed on the following Monday.

NO. 27: All work done on the following holidays or days observed as such shall be paid at the double time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

NO. 41: The following days shall be observed as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

NO. 42: The following days shall be observed as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the Monday following shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

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NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 57: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Decoration Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Sunday in a particular year, the holiday will be observed on the following Monday.

NO. 73: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day (or mutually agreed date of the Friday after Thanksgiving Day may be substituted for Veteran's Day), Thanksgiving Day and Christmas Day, or in the event that any of said Holidays falls on Sunday, then the day or days generally recognized as such. Any work performed anywhere on any of the aforesaid Holidays, or on the day or days recognized and observed as such, shall be paid for at double (2) time the regular hourly rate.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 75: Means that on all work performed on Sundays and the following legal holidays or days that may be celebrated as such, shall be paid at double (2) the hourly rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. Saturday holidays will be celebrated on Saturday. Sunday holidays will be celebrated on Monday following the holiday. Work performed on any of these Mondays will be paid at double (2) the rate of pay. The Friday following Thanksgiving will be worked at the Employer's option. If worked, it will be at the regular hourly rate of pay.

**MONTGOMERY COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 76: Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

Heavy Construction Rates for
MONTGOMERY County

Section 070

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeyman		\$27.93	23	16	\$11.50
Millwright		\$27.93	23	16	\$11.50
Pile Driver Worker		\$27.93	23	16	\$11.50
OPERATING ENGINEER					
Group I		\$25.00	21	5	\$18.28
Group II		\$24.65	21	5	\$18.28
Group III		\$24.45	21	5	\$18.28
Group IV		\$20.80	21	5	\$18.28
Oiler-Driver		\$20.80	21	5	\$18.28
LABORER					
General Laborer		\$27.88	8	1	\$10.05
TRUCK DRIVER-TEAMSTER					
Group I		\$26.22	22	19	\$9.40
Group II		\$26.38	22	19	\$9.40
Group III		\$26.37	22	19	\$9.40
Group IV		\$26.49	22	19	\$9.40

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**MONTGOMERY COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 8: Means eight (8) hours shall constitute the regular workday, between the hours of 6:30 a.m. and 5:30 p.m. except when the Employer elects to work four (4) ten (10) hour days as described below. The starting time of the workday can be adjusted from 6:30 a.m. to 9:00 a.m. The Employer may have the option to schedule his work week from Monday through Thursday at Ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), or other conditions beyond the control of the Employer, the Employer shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Overtime shall be computed at one-half (1/2) intervals. **Projects that cannot be performed during regular workday:** On Highway/Heavy work, or if required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of one dollar and fifty cents (\$1.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the one dollar and fifty cent (\$1.50) per hour premium. The overtime rate shall be computed after the \$1.50 premium has been added to the hourly wage rate. However, if a contractor employs any other craft on a project being worked outside the normal workday, and is paying the other craft a higher premium, then the Laborers employed by such contractor on such project outside the normal work hours shall be paid the higher premium. **Shift work:** Shifts may be established when necessary by the Employer. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time pay for eight (8) hours work. The second shift will be paid at eight (8) hours straight time pay plus a thirty-five cent (\$.35) per hour premium for seven and one-half (7½) hours work. The third shift will be paid at eight (8) hours straight time pay plus a forty-cent (\$.40) per hour premium for seven (7) hours work. Overtime is computed after the premium has been added to the hourly wage rate. Nothing above prohibits the working of two (2) shifts greater than eight (8) hours with excess hours to be paid at overtime rate.

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**MONTGOMERY COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

**REPLACEMENT PAGE
MONTGOMERY COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 1: All work done on New Year's Day, **Independence Day**, Memorial Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 19: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Audrain, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington.

COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 42%
Lineman Operator	\$30.24	\$4.75 + 42%
Groundman	\$23.38	\$4.75 + 42%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

HOLIDAY RATE: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 39.55%
Lineman Operator	\$30.24	\$4.75 + 39.55%
Groundman	\$23.38	\$4.75 + 39.55%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

HOLIDAY RATE: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.