



MISSOURI
HIGHWAYS and TRANSPORTATION
COMMISSION
JEFFERSON CITY, MISSOURI
BID FORMS
AND
SPECIFICATIONS
FOR
CONSTRUCTING OR IMPROVING
REST AREA DEMOLITION
EASTBOUND & WESTBOUND, INTERSTATE I-70
MINEOLA, MISSOURI
IFB 9-110613A

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Missouri Department of Natural Resources Requirements

Mineola Rest Area Demolition, Scope of Work

Asbestos Report

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PREVAILING WAGE NOTICE OF EXCESSIVE UNEMPLOYMENT ***NOW 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% for two consecutive months. (See Sections 290.550 through 290.580 RSMo.) The unemployment rate has exceeded 5% for the past two months. Therefore, this statute is in effect and will remain in effect as long as this notice is posted. For questions call (573) 751-3403. View the Frequently Asked Questions at http://www.dolir.mo.gov/ls/faq/faq_PublicWorksEmployment.asp or view the statute 290.550-290.580 RSMo, at <http://www.moga.mo.gov/statutes/C290.HTM>.

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, U.S. Virgin Islands, West Virginia and Wyoming.

FINAL CHECKLIST BEFORE SUBMITTING PROPOSAL

- ____1. 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.
- ____2. Submit Bid Bond executed by the bidder and surety. Bidders are required to use the Bid Bond furnished by the Commission or attach cashier's check to Bid Bond form. Personal checks are not accepted.
- ____3. Complete Subcontractor section by listing major subcontractor(s) and general supervisor(s), sign as required.
- ____4. Complete Vendor Information and Preference Certification Form.
- ____5. If addenda(s) are issued attach to the back of the bid package. 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 project marked "Mineola Rest Area Demolition", according to Drawings and Specifications, and described in general as:

SCOPE OF WORK:

Demolish Eastbound and Westbound Mineola Rest Areas. Work shall include all materials, equipment, and labor. All material generated by removals shall be disposed of offsite at an approved landfill; however, recycling should be done to the maximum extent practical.

Sealed bids will be received by the Missouri Department of Transportation at its Central Office, 830 MoDOT Drive, PO Box 270, Jefferson City, MO 65102-0270 until 3:00 P.M., June 13, 2011.

Bids will be opened and read aloud at that time and that place. Bids received after that time will not be accepted.

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/gsbidding/>.

Prevailing wages as established by the Missouri Department of Labor and Industrial Relations, for Montgomery County, as shown herein will apply.

Bid securities in the amount of 5% of the bid will be required to accompany bids.

Bids 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.

A pre-bid conference is scheduled for June 2, 2011 at 10:00AM at MoDOT's Mineola Rest Area – Eastbound, Interstate 70, 6 Miles East of Route D/YY and I-70, Mile Marker 168

Project Location: Mineola Rest Area, Westbound I-70, 1 mile west of Route H and I-70, Mile Marker 198 & Mineola Rest Area – Eastbound, Interstate 70, 6 Miles East of Route D/YY and I-70, Mile Marker 168

BIDDER REQUIREMENTS

1. SCOPE OF WORK

Demolish Eastbound and Westbound Mineola Rest Areas. Work shall include all materials, equipment, and labor. All material generated by removals shall be disposed of offsite at an approved landfill; however, recycling should be done to the maximum extent practical.

2. BID INSTRUCTIONS

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 for 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. Each proposal shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue – Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- B. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- C. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

4. INVOICING AND PAYMENT

- A. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the successful bidder to whom the contract is awarded, (hereinafter, "contractor") may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful bidder upon request if applicable.
- B. Each invoice should be itemized in accordance with items listed on the contract in accordance with Section 01019, Contract Considerations, Applications for Payment provisions. Failure to comply with this requirement may delay processing of invoices for payment.
- C. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Commission shall not make any advance deposits.
- D. The Commission assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the Commission's rejection and shall be returned at the Contractor's expense.
- E. The Commission reserves the right to purchase goods and services using the state-purchasing card.

5. EXAMINATION OF DOCUMENTS AND SITE OF WORK

- A. 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 themselves, 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.
- B. 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.

6. 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) days before opening of bids. The request shall be sent directly to the Senior Facilities 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.

7. 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.

8. WITHDRAWAL OF BIDS

After the bid/proposal opening, a vendor may be permitted to withdraw a bid/proposal prior to award at the sole discretion of the division if there is a verifiable error in the bid/proposal and enforcement of the bid would impose an unconscionable hardship on the vendor. This withdrawal will be considered only after receipt of a written request and supporting documentation from the vendor. Withdrawal shall be the vendor's sole remedy for an error other than an obvious clerical error. Withdrawal of a bid/proposal may result in forfeiture of the bid/proposal bond.

9. AWARD OR REJECTION OF BIDS

- A. The Contract, if awarded, will be made on an "All or None" basis using the "lowest and best" principle of award, 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.

10. CONTRACT DOCUMENTS

- A. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or construction services specified in the solicitation documents, at the price(s) stated in their bid, pursuant to all requirements and specifications contained therein.
- B. A binding contract, contract documents, shall consist of: (1) the solicitation documents with any drawings and/or attachment/exhibits, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's submitted pricing, and (3) the Commission's acceptance of the bid by purchase order or post-award contract.
- C. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- D. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the Commission, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees

that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

- E. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

11. NONDISCRIMINATION

- A. 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.
- B. 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.
- C. 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. SUBMITTALS

Review of Submittals. The Architect/Engineer/Designer 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 General Services Facilities Manager is not responsible for determining the accuracy of measurements and completeness of details, for verifying quantities, or for checking fabrication or installation procedures. The General Services Facilities Manager's review does not relieve the contractor of his or her responsibilities under the contract documents. The submittal process shall be carried out as outlined in Section 01300, Submittals.

13. WORK QUALITY

- A. Inspection of Work. The General Services Facility Operations Supervisor or designated representative 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 the General Services-Facility Operations Supervisor or designated representative, 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.
- B. 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 General Services-Facility Operations Supervisor or designated representative, the 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.
- C. 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.
- D. Contractor's Responsibility for Work. Until the General Services-Facility Operations Supervisor or designated representative, 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.

- E. 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 General Services Facilities Manager.
- F. 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 General Services-Facility Operations Supervisor or designated representative in order to secure the completion of the work under all contracts in general harmony.
- G. The contractor will be required to remove from the Commission's property all debris.
- H. Temporary Suspension of Work. The General Services-Facility Operations Supervisor or designated representative 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 General Services-Facility Operations Supervisor or designated representative 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 General Services-Facility Operations Supervisor or designated representative. Liquidated damages shall not accrue during the period in which work is suspended with the approval of the General Services-Facility Operations Supervisor or designated representative, 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 the General Services-Facility Operations Supervisor or designated representative written notice at least forty-eight (48) hours before resuming operations.

14. CHANGE ORDERS

- A. General. 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 General Services-Facility Operations Supervisor or designated representative, authorizing and directing such changes or departures. All unauthorized work shall be at the contractor's expense and the General Services-Facility Operations Supervisor or designated representative may order such unauthorized work removed and replaced at the contractor's expense.
- B. 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.
- C. 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 General Services-Facility Operations Supervisor or designated representative as extra work, or if additional compensation may be requested beyond the scope of such provisions, the contractor shall notify the General Services-Facility Operations Supervisor or designated representative in writing of the intention to make a claim before beginning the work in question. If notification is not given and the General Services-Facility Operations Supervisor or designated representative 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 General Services-Facility Operations Supervisor or designated representative 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.

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

15. INSURANCE

- A. The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, and worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:
 - a. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
 - b. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
 - c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.
 - d. Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

16. CONSTRUCTION TIME AND LIQUIDATED DAMAGES

- A. Time of Completion - If this bid 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 30-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 - In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the sum of two-hundred dollars (\$200.00) per day, per item, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.
- C. 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.

17. 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.

18. Missouri law, 292.675 RSMo, requires the Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

19. EMPLOYMENT OF UNAUTHORIZED ALIENS

- A. Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.
- 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/files/programs/gc_1185221678150.shtm.

20. PERFORMANCE

- A. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- B. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

21. GENERAL PERFORMANCE

- A. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.
- B. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

22. APPLICABLE LAWS AND REGULATIONS

- A. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- B. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- C. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

23. PREVAILING WAGE

- A. The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works.
- B. If the bid is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in Montgomery County. The Annual Wage Order #17 is attached to the bid documents.
- C. Pursuant to the requirements of the Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.
- D. The Contractor shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.

24. REMEDIES AND RIGHTS

- A. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- B. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.

- C. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

25. CANCELLATION OF CONTRACT

The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

26. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages. Inventions, Patents, and Copyrights

27. INVENTIONS, PATENTS, AND COPYRIGHTS

The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

28. INSPECTION AND ACCEPTANCE

- A. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- B. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- C. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- D. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

29. STATUS OF INDEPENDENT CONTRACTOR

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

30. INDEMNIFICATION

The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

31. DEFINITIONS

Architect/Engineer/Designer: When the term "Architect or Engineer or Designer" is used herein, it shall refer to Larry Carver (573) 526-7934 or Doug Record [General Services Manager - Facilities] Missouri Department of Transportation, General Services (573) 526-7937, FAX (573) 526-6948. MoDOT Inspector or Facility Operations Supervisor: When the term "MoDOT Inspector or Facility Operations Supervisor" is used herein, it shall refer to those MoDOT individuals authorized to perform site inspections by Todd Roth, [Facility Operations Supervisor] District, General Services Division, (573) 644-3839, Owner: When the term "Owner" is used herein, it shall refer to Missouri Department of Transportation (MoDOT).

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (Including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State In which Incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: If additional space is required, please attach an additional sheet and identify it as Addresses of Missouri Offices or Places of Business .										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Name</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>Percentage of Contract</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> </tbody> </table> If additional space is required, please attach an additional sheet and identify it as M/WBE Information .		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <u>not</u> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced .	
MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. Service-Disabled Veteran Business is defined as a business concern: <ol style="list-style-type: none"> a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and b. The management and daily business operations of which are controlled by one or more service-disabled veterans. 	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

00301

BID FORM

To: The Missouri Highway and Transportation Commission
PO Box 270
Jefferson City, Missouri 65102

1. The undersigned, having examined the proposed Contract Documents titled: **“Mineola Rest Area Demolition”** 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 General Services-Facility Operations Supervisor or designated representative 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

PROVIDE SIGNATURE
IDENTICAL TO THAT
SHOWN ON THE BID FORM

BIDDER:

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 Stat 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.

END OF SECTION

CONTRACT REQUIREMENTS

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/Designer 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/Designer 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/Designer.
- D. Construction Change Directive: Architect/Engineer/Designer 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/Designer 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/Designer 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/Designer, it is not practical to remove and replace the Work, the Architect/Engineer/Designer 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 MEETING REQUIREMENT

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/Designer.
- 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/Designer will schedule a meeting after Notice of Award.

- B. Attendance Required: District engineer or representative, Architect/Engineer/Designer and Contractor.
- C. Record minutes and distribute copies within 5 days after meeting to participants, with two copies to District Engineer, Architect/Engineer/Designer, participants and those affected by decisions made.

1.5 SITE MOBILIZATION MEETING

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

Not used

END OF SECTION

Missouri Department of Natural Resources (DNR) Requirements

Demolition is a three step process under the asbestos regulations. There must be an inspection, project notification and abatement notification. The inspection and project notification are required, even if there is no asbestos present. If abatement is necessary, a certified Contractor Supervisor must be present, and the abatement must be done by a licensed asbestos abatement contractor. Useful DNR links:

The main Asbestos Information page is located at:

<http://www.dnr.mo.gov/env/apcp/asbestos.htm>

Asbestos Requirements for Demolition and Renovation Projects (tech bulletin):

<http://www.dnr.mo.gov/pubs/pub2157.pdf>

Asbestos Project Notification:

PDF: <http://www.dnr.mo.gov/forms/780-1226-f.pdf>

Asbestos Demolition Notification:

PDF: <http://www.dnr.mo.gov/forms/780-1923-f.pdf>

DNR Contact

Darcy A. Bybee

Environmental Specialist

APCP/Asbestos Enforcement Unit

Phone: (573) 751-4817 Fax: (573) 751-2706

Form T748 of the lab reports lists the asbestos material that must be removed prior to demolition. There is one for the Eastbound and one for the Westbound. Neither has sufficient quantity to be a regulated project that requires a certified abatement company. Demolition notice must still be submitted to DNR.

The rest of the material may remain in place during demolition IF it is conducted under wet demo processes. If not, it must be removed prior to demolition. If this is the case, you should treat this as a regulated project and have a certified abatement company remove the material.

None of the painted surfaces exceed DNR standards for clean fill. The block and brick may be used for fill or can be sent to a sanitary landfill.

Mineola Rest Area Demolition - Scope of Work

Eastbound Mineola Demolition Scope

Demolish the 37' x 29' +/- brick comfort station facility and all attached amenities

The Sewer line shall be capped off outside the comfort station

Demolish all manholes from comfort station to just outside the fencing at the lagoon and any manholes for waste line. Demolition of manholes shall include removing the top ring and lid then filling with slurry, sand or approved material

Sidewalk stair and handrail demolition:

- 690 +/- lineal feet (see site plan for removal)
- Remove all concrete surrounding comfort station and vending building

Concrete pads and shelters to be removed:

- 8' x 8' +/- concrete picnic pads only "7" total
- 25' x 25' +/- picnic shelters and concrete pads "2" total
- 12' x 16' +/- picnic shelters and concrete pads "6" total
- 12' x 12' +/- map case, shelter and concrete pad "1" total
- 10' x 15' +/- vending machine building and concrete pad "1" total

Note: All picnic tables shall be removed by others

All structures foundations stem walls and footing shall be removed completely then filled compactable top soil suitable for seeding and mulching

Seed and Mulching

- A. An area disturbed shall be seed and mulched
- B. Fertilizing:
 - 1) Soil Neutralization: Shall be at the rate of 1000 pounds of effective neutralization per acre as stated in Section 801.2.2 of the Missouri Department of Transportation Standard Specifications for Highway Construction.
 - 2) Commercial Fertilizer: In accordance with the Missouri Department of Transportation Standard Specifications for Highway Construction rates:
 - a. Nitrogen 80 lb. per acre
 - b. Phosphoric Acid 240 lb. per acre
 - c. Potash 80 lb. per acre
- C. Seeding:
 - 1) Seed shall be Champion 3 + 3 fescue Blend as sold by Mangelsdorf Seed Company, or equivalent as approved by the owner
 - 2) The seed shall be applied at a rate of 400 lb. per acre
- D. Mulching:
 - 1) Mulch shall be Type I
 - 2) Applied at the rate specified in Section 2 of the Missouri Department of Transportation Standard Specifications for Highway Construction

Electrical shall be disconnected at power pole by others

Water supply shall be disconnected at the well house by others

Mineola Rest Area Demolition - Scope of Work

Westbound Mineola Demolition Scope

Demolish the 37' x 29' +/- brick comfort station facility and all attached amenities

The Sewer line shall be capped off outside the comfort station

Demolish all manholes from comfort station to just outside the fencing at the lagoon and any manholes for waste line. Demolition of manholes shall include removing the top ring and lid then filling with slurry, sand or approved material. There are "2" manhole on the north side of the comfort station in the sidewalk. If they are not damaged during demolition the contractor does not need to remove the top ring and filled.

Concrete sidewalks and drop inlets surrounding the comfort station shall remain in place. If damaged the contractor shall be responsible for replacing. Contractor will replace with 4" thick concrete w/ 6 x 6 W1.4 xW1.4 WWF on 6" crushed rock base. Cut joints within 12 hours after placing 3/16" wide saw cut "T"/4 deep.

Sidewalk demolition:

- 372 +/- lineal feet (see demolition plan for details)

Concrete pads and shelters to be removed:

- 24' x 13' +/- block comfort station/storage shed and surrounding concrete pad "1" total
- 14' x 6' +/- map case, shelter, flag pole and concrete pad "1" total
- 8' x 8' +/- concrete picnic pads only "5" total
- 10' x 16' +/- picnic shelters and concrete pads "6"
- 25' x 25' +/- picnic shelters and concrete pads "2" total
- 10' x 15' +/- vending building only, LEAVE concrete slab in place

Note: All picnic tables shall be removed by others

All structures foundations stem walls and footing shall be removed completely then filled compactable top soil suitable for seeding and mulching

Seed and Mulching

E. An area disturbed shall be seed and mulched

F. Fertilizing:

- 3) Soil Neutralization: Shall be at the rate of 1000 pounds of effective neutralization per acre as stated in Section 801.2.2 of the Missouri Department of Transportation Standard Specifications for Highway Construction.
- 4) Commercial Fertilizer: In accordance with the Missouri Department of Transportation Standard Specifications for Highway Construction rates:
 - d. Nitrogen 80 lb. per acre
 - e. Phosphoric Acid 240 lb. per acre
 - f. Potash 80 lb. per acre

G. Seeding:

- 3) Seed shall be Champion 3 + 3 fescue Blend as sold by Mangelsdorf Seed Company, or equivalent as approved by the owner
- 4) The seed shall be applied at a rate of 400 lb. per acre

H. Mulching:

- 3) Mulch shall be Type I
- 4) Applied at the rate specified in Section 2 of the Missouri Department of Transportation Standard Specifications for Highway Construction

Electrical shall be disconnected at power pole by others

Water supply shall be disconnected at the well house by others



MEMORANDUM

Missouri Department of Transportation Construction and Materials Central Laboratory

TO: Christopher Knapp-3pm

FROM: Frank Reichart 
Environmental Chemist

DATE: May 3, 2011

SUBJECT: Materials
Asbestos & Heavy Metal Paint Inspection
Route I-70
Job No. N/A
Parcel Eastbound and Westbound Mineola Rest Areas
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 materials, if properly handled. You must contact the Central Office Design Division for proper handling of the reported painted surfaces.

TO: Knapp-3pm
Page 2
May 3, 2011

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\fr1105031.doc

Attachments

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

ROUTE: 1-70
MODOT JOB NO.: N/A
DISTRICT: 3
COUNTY: Montgomery
DATE OF SURVEY: April 20, 2011
PARCEL NO.: Eastbound Mineola Rest Area
SITE ADDRESS: Eastbound I-70, Mile Marker 167

SURVEYED BY: Frank Reichart and Diane Roegge
CERTIFICATION #: 7112010411MOIR1239, F.R. 7112010411MOIR7165, D.R.
TYPE(S) OF STRUCTURE(S): 1-Story Brick Comfort Station on Concrete Pad, Wood-Frame Vending Kiosk, Concrete/Metal-Frame Map Kiosk, Six (6) Covered Picnic Tables on Concrete Pads, Block Wellhouse on Concrete Pad with Concrete Tank Saddles, Two (2) Large Concrete Picnic Shelters, and Small Metal-Clad Storage Shed on Concrete Pad near Lagoon

Sample ID	Type of Materials	Location of Material	Friability Category	Field Measure
11MFJR 166	Asphalt Roofing Shingles	Roof, 1 st Layer	N-ACM	
11MFJR 167	Asphalt Felt Material	Roof, 2 nd Layer	N-ACM	
11MFJR 168	Asphalt Joint Compound ^{FR}	Roof, Around Vents	I NF	3 Sq. Ft.
11MFJR 169	Grout and Mortar, Ceramic Tile	Floors, Men's & Women's Restrooms	N-ACM	
11MFJR 170	Grout and Mortar, Ceramic Tile	Walls, Men's & Women's Restrooms	N-ACM	
11MFJR 171	Sheetrock, Joint/Tape/Mud	Ceilings, Men's & Women's Restrooms	N-ACM	
11MFJR 172	Insulation	Attic, Above Ceilings	N-ACM	
11MFJR 173	Insulation	Attic, Flexible Ductwork	N-ACM	
	^{FR} NOTE: Asphalt Joint Compound sample was not obtained due to safety considerations. Material is presumed to be ACM (P-ACM) with typical asbestos type and percentage reported.			
	Vending Kiosk			
11MFJR 174	Asphalt Roofing Shingles	Roof	N-ACM	
	Map Kiosk			
11MFJR 175	Asphalt Roofing Shingles	Roof, 1 st Layer	N-ACM	
11MFJR 176	Asphalt Felt Material	Roof, 2 nd Layer	N-ACM	
	Covered Picnic Tables			
11MFJR 177	Asphalt Roofing Shingles	Roof	N-ACM	

Report continues on next page

N-ACM = Non-Asbestos Containing Material I NF = Category I Nonfriable II NF = Category II Nonfriable F = Friable
NAFD = No Asbestos Fiber Detected * = Tested By Point Count Procedure J:BARREDV:ASBESTOSDISTRICT 3MISCMINEOLA EB REST AREA.DOC

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

ROUTE: I-70
MODOT JOB NO.: N/A
DISTRICT: 3
COUNTY: Montgomery
DATE OF SURVEY: April 20, 2011
PARCEL NO.: Eastbound Mineola Rest Area
SITE ADDRESS: Eastbound I-70, Mile Marker 167

SURVEYED BY: Frank Reichart and Diane Roegerge
CERTIFICATION #: 711201041IMOIR1239, F.R. 711201041IMOIR7165, D.R.
TYPE(S) OF STRUCTURE(S): 1-Story Brick Comfort Station on Concrete Pad, Wood-Frame Vending Kiosk, Concrete/Metal-Frame Map Kiosk, Six (6) Covered Picnic Tables on Concrete Pads, Block Wellhouse on Concrete Pad with Concrete Tank Saddles, Two (2) Large Concrete Picnic Shelters, and Small Metal-Clad Storage Shed on Concrete Pad near Lagoon

Sample ID	Type of Materials	Location of Material	Friability Category	Field Measure
	Wellhouse and Tank Saddles			
11MFJR 178	Asphalt Roofing Material ***	Flat Roof	I NF	128 Sq. Ft
11MFJR 179	Caulking on Windows	1-Window	II NF	15 Lin. Ft.
11MFJR 180	Sheetrock (No Mud/Tape)	Ceiling	N-ACM	
11MFJR 181	Insulation	Walls and Above Ceiling	N-ACM	
11MFJR 182	Asphalt Felt Material	Between Tank and Tank Saddles	N-ACM	
	***NOTE: Since non-destructive means were used to survey and sample this property, Asphalt Roofing Material sample was not obtained. Material is presumed to be ACM (P-ACM) with typical asbestos type and percentage reported.			
	Picnic Shelters			
	No samples taken. No suspect ACM located.			
	Small Shed			
	No samples taken. No suspect ACM located.			

N-ACM = Non-Asbestos Containing Material I NF = Category I Nonfriable II NF = Category II Nonfriable F = Friable
 NAFD = No Asbestos Fiber Detected * = Tested By Point Count Procedure J:ABARRREDA:SBESTOSDISTRICT.3:MISC:MINIOLA.EB.REST.AREA.DOC

**MISSOURI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MATERIALS
Asbestos Survey Report
Nonfriable Asbestos-Containing Materials
(Abatement not required if not made friable during demolition.)**

ROUTE: I-70
MODOT JOB NO.: N/A
DISTRICT: 3
COUNTY: Montgomery
DATE OF TESTS: May 2, 2011
PARCEL NO.: Eastbound Mineola Rest Area
SITE ADDRESS: Eastbound I-70, Mile Marker 167

TESTED BY: Frank Reichart and Diane Roegge
CERTIFICATION #: 7112010411MOIR11239, F.R. 7112010411MOIR7165, D.R.
TYPE(S) OF STRUCTURE(S): I-Story Brick Comfort Station on Concrete Pad, Wood-Frame Vending Kiosk, Concrete/Metal-Frame Map Kiosk, Six (6) Covered Picnic Tables on Concrete Pads, Block Wellhouse on Concrete Pad with Concrete Tank Saddles, Two (2) Large Concrete Picnic Shelters, and Small Metal-Clad Storage Shed on Concrete Pad near Lagoon

Sample ID	Type of Material	Location of Material	Friability Category	Field Measure	Asbestos Type	Percent
11MFJR 168	Comfort Station Asphalt Joint Compound ^{***}	Roof, Around Vents	INF	3 Sq. Ft.	Chrysotile	15-30
	^{***} NOTE: Asphalt Joint Compound sample was not obtained due to safety considerations. Material is presumed to be ACM (P-ACM) with typical asbestos type and percentage reported.					
	Vending Kiosk	None Located	INF			
	Map Kiosk	None Located	INF			
	Covered Picnic Tables	None Located	INF			
	Wellhouse	None Located	INF			
11MFJR 178	Asphalt Roofing Material ^{***}	Flat Roof	INF	128 Sq. Ft.	Chrysotile	3-8
	^{***} NOTE: Since non-destructive means were used to survey and sample this property, Asphalt Roofing Material sample was not obtained. Material is presumed to be ACM (P-ACM) with typical asbestos type and percentage reported.					
	Picnic Shelters	None Located	INF			
	Small Shed	None Located	INF			

All necessary work to handle this material is the contractor's responsibility.

INF = Category I Nonfriable

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MISSOURI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MATERIALS

Asbestos Survey Report
All materials requiring removal or special handling.

ROUTE: I-70
MODOT JOB NO.: N/A
DISTRICT: 3
COUNTY: Montgomery
DATE OF TESTS: May 2, 2011
PARCEL NO.: Eastbound Mineola Rest Area
SITE ADDRESS: Eastbound I-70, Mile Marker 167

TESTED BY: Frank Reichart and Diane Roegge
CERTIFICATION #: 7112010411MOIR11239, F.R. 7112010411MOIR7165, D.R.
TYPE(S) OF STRUCTURE(S): I-Story Brick Comfort Station on Concrete Pad, Wood-Frame Vending Kiosk, Concrete/Metal-Frame Map Kiosk, Six (6) Covered Picnic Tables on Concrete Pads, Block Wellhouse on Concrete Pad with Concrete Tank Saddles, Two (2) Large Concrete Picnic Shelters, and Small Metal-Clad Storage Shed on Concrete Pad near Lagoon

Frank Reichart and Diane Roegge
7112010411MOIR11239, F.R. 7112010411MOIR7165, D.R.
I-Story Brick Comfort Station on Concrete Pad, Wood-Frame Vending Kiosk, Concrete/Metal-Frame Map Kiosk, Six (6) Covered Picnic Tables on Concrete Pads, Block Wellhouse on Concrete Pad with Concrete Tank Saddles, Two (2) Large Concrete Picnic Shelters, and Small Metal-Clad Storage Shed on Concrete Pad near Lagoon

Bid Item No.	Sample ID	Type of Material	Location of Material	Friability Category	Field Measure	Asbestos Type	Percent
		Comfort Station	None Located	F			
		Vending Kiosk	None Located	II NF			
		Map Kiosk	None Located	F			
		Covered Picnic Tables	None Located	II NF			
		Wellhouse	None Located	F			
202-40.46	11MFJR 179	Caulking on Windows	1-Window	II NF	15 Lin. Ft.	Chrysotile	5-10
		Picnic Shelters	None Located	F			
		Small Shed	None Located	II NF			
			None Located	F			
			None Located	II NF			

I NF = Category I Nonfriable

II NF = Category II Nonfriable

F = Friable

* = Tested By Point Count Procedure

**MISSOURI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MATERIALS
Metals Survey Report of Painted Concrete, Block, Brick Surfaces**

ROUTE: I-70
MODOT JOB NO.: N/A
DISTRICT: 3
COUNTY: Montgomery
SURVEYED BY: Frank Reichart
DATE OF SURVEY: April 20, 2011
PARCEL NO.: Eastbound Mineola Rest Area
SITE ADDRESS: Eastbound I-70, Mile Marker 167

TESTED BY: Frank Reichart *FR*
DATE OF TESTS: April 20, 2011
TYPE(S) OF STRUCTURE(S): 1-Story Brick Comfort Station on Concrete Pad, Wood-Frame Vending Kiosk, Concrete/Metal-Frame Map Kiosk, Six (6) Covered Picnic Tables on Concrete Pads, Block Wellhouse on Concrete Pad with Concrete Tank Saddles, Two (2) Large Concrete Picnic Shelters, and Small Metal-Clad Storage Shed on Concrete Pad near Lagoon

Sample ID	Color/Location of Material/Substrate	Metals (ppm)									
		As	Cr	Pb	Cd	Se	Ba	Hg	Ag		
	Comfort Station No samples taken. No painted surfaces located.										
	Vending Kiosk No samples taken. No painted surfaces located.										
	Map Kiosk No samples taken. No painted surfaces located.										
	Covered Picnic Tables No samples taken. No painted surfaces located.										
	Wellhouse No samples taken. No painted surfaces located.										
11MFJR 183	Beige/Exterior Walls/Block	<13	<342	12	<50	<5	<2,870	<24	<38		
11MFJR 184	Light Green/Exterior Walls/Block	<12	2,879	22	<47	<4	1,796	<17	<36		
11MFJR 185	Beige/Exterior Walls/Concrete	<15	<351	60	<50	<4	<2,768	<23	<38		
11MFJR 186	Beige/Interior Walls/Block	<28	<303	293	<49	<5	<2,419	<29	<38		
11MFJR 187	Light Green/Interior Walls/Block	19	382	11	<45	<4	693	<14	<35		
11MFJR 188	Light Green/Exterior Walls/Concrete	<30	332	359	<48	<4	<1,497	<22	<37		

All results are by XRF unless otherwise indicated: a = USEPA SW-846 Method 3050
b = USEPA SW-846 Method 7471

**MISSOURI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MATERIALS
Metals Survey Report of Painted Concrete, Block, Brick Surfaces**

ROUTE: I-70
 MODOT JOB NO.: N/A
 DISTRICT: 3
 COUNTY: Montgomery
 SURVEYED BY: Frank Reichart
 DATE OF SURVEY: April 20, 2011
 PARCEL NO.: Eastbound Mineola Rest Area
 SITE ADDRESS: Eastbound I-70, Mile Marker 167

TESTED BY: Frank Reichart *FR*
 DATE OF TESTS: April 20, 2011
 TYPE(S) OF STRUCTURE(S): 1-Story Brick Comfort Station on Concrete Pad, Wood-Frame Vending Kiosk, Concrete/Metal-Frame Map Kiosk, Six (6) Covered Picnic Tables on Concrete Pads, Block Wellhouse on Concrete Pad with Concrete Tank Saddles, Two (2) Large Concrete Picnic Shelters, and Small Metal-Clad Storage Shed on Concrete Pad near Lagoon

Sample ID	Color/Location of Material/Substrate	Metals (ppm)									
		As	Cr	Pb	Cd	Se	Ba	Hg	Ag		
11MFJR 189	Picnic Shelters Cream/Exterior Ceiling/Concrete	<12	<294	12	<47	<4	<2,372	<20	<36		
11MFJR 190	Brown/Exterior Roof Fascia and Pillar/Concrete Small Shed	<14	2,308	33	<49	<4	1,908	<20	<38		
	No samples taken. No painted surfaces located.										

All results are by XRF unless otherwise indicated: a = USEPA SW-846 Method 3050
 b = USEPA SW-846 Method 7471
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**MISSOURI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MATERIALS
Asbestos Survey Report
All Suspect ACM**

ROUTE: I-70
MODOT JOB NO.: N/A
DISTRICT: 3
COUNTY: Montgomery
DATE OF SURVEY: April 20, 2011
PARCEL NO.: Westbound Mineola Rest Area
SITE ADDRESS: Westbound I-70, Mile Marker 169

SURVEYED BY: Frank Reichart and Diane Roegge
CERTIFICATION #: 711201041IMOIR11239, F.R. 711201041IMOIR7165, D.R.
TYPE(S) OF STRUCTURE(S): 1-Story Brick Comfort Station on Concrete Pad, Wood-Frame Vending Kiosk, Concrete/Metal-Frame Map Kiosk, Six (6) Covered Picnic Tables on Concrete Pads, Block Wellhouse on Concrete Pad, Two (2) Large Concrete Picnic Shelters, and and Block Storage Shed on Concrete Pad

Sample ID	Type of Materials	Location of Material	Friability Category	Field Measure
Comfort Station				
11MFJR 191	Asphalt Roofing Shingles	Roof, 1 st Layer	N-ACM	
11MFJR 192	Asphalt Felt Material	Roof, 2 nd Layer	N-ACM	
11MFJR 193	Asphalt Joint Compound*	Roof, Around Vents	INF	3 Sq. Ft.
11MFJR 194	Grout and Mortar, Ceramic Tile	Floors, Men's & Women's Restrooms	N-ACM	
11MFJR 195	Grout and Mortar, Ceramic Tile	Walls, Men's & Women's Restrooms	N-ACM	
11MFJR 196	Sheetrock, Joint/Tape/Mud	Ceilings, Men's & Women's Restrooms	N-ACM	
11MFJR 197	Insulation	Attic, Above Ceilings	N-ACM	
11MFJR 198	Insulation	Attic, Flexible Ductwork	N-ACM	
*NOTE: Asphalt Joint Compound sample was not obtained due to safety considerations. Material is presumed to be ACM (P-ACM) with typical asbestos type and percentage reported.				
Vending Kiosk				
11MFJR 199	Asphalt Roofing Shingles	Roof, 1 st Layer	N-ACM	
11MFJR 200	Asphalt Felt Material	Roof, 2 nd Layer	N-ACM	
Map Kiosk				
11MFJR 201	Asphalt Roofing Shingles	Roof, 1 st Layer	N-ACM	
Covered Picnic Tables				
11MFJR 202	Asphalt Roofing Shingles	Roof, 1 st Layer	N-ACM	
Picnic Shelters				
	No samples taken. No suspect ACM located.			

Report continues on next page

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

ROUTE: I-70
MODOT JOB NO.: N/A
DISTRICT: 3
COUNTY: Montgomery
DATE OF SURVEY: April 20, 2011
PARCEL NO.: Westbound Mineola Rest Area
SITE ADDRESS: Westbound I-70, Mile Marker 169

SURVEYED BY: Frank Reichart and Diane Roegge
CERTIFICATION #: 7112010411MOIR11239, F.R. 7112010411MOIR7165, D.R.
TYPE(S) OF STRUCTURE(S): 1-Story Brick Comfort Station on Concrete Pad, Wood-Frame Vending Kiosk, Concrete/Metal-Frame Map Kiosk, Six (6) Covered Picnic Tables on Concrete Pads, Block Wellhouse on Concrete Pad, Two (2) Large Concrete Picnic Shelters, and and Block Storage Shed on Concrete Pad

Sample ID	Type of Materials	Location of Material	Friability Category	Field Measure
11MFJR 203	Asphalt Roofing Material	Flat Roof	INF	128 Sq. Ft.
11MFJR 204	Caulking on Windows	1-Window	II NF	15 Lin. Ft.
<p>NOTE: Since non-destructive means were used to survey and sample this property, Asphalt Roofing Material sample was not obtained. Material is presumed to be ACM (P-ACM) with typical asbestos type and percentage reported.</p>				
<p>Block Storage Shed</p>				
11MFJR 205	Asphalt Roofing Material	Roof	INF	662 Sq. Ft.
11MFJR 206	Caulking on Block	Around Entry Doors	N-ACM	
11MFJR 207	Floor Sheeting	5 Patches (Over Old Toilet Drains), Over Concrete	F	8 Sq. Ft.
11MFJR 208	Grout, Ceramic Tile	Floor, Over Concrete	N-ACM	
11MFJR 209	Adhesive, Ceramic Tile	Floor, Over Concrete	N-ACM	
11MFJR 210	Grout, Ceramic Tile	Walls, Baseboard and Exterior North Wall	N-ACM	
11MFJR 211	Adhesive, Ceramic Tile	Walls, Baseboard and Exterior North Wall	N-ACM	
11MFJR 212	Insulation (Vermiculite)	Walls, Inside Block	N-ACM	
11MFJR 213	Insulation	Above Ceiling	N-ACM	
<p>NOTE: Since non-destructive means were used to survey and sample this property, Asphalt Roofing Material sample was not obtained. Material is presumed to be ACM (P-ACM) with typical asbestos type and percentage reported.</p>				

**MISSOURI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MATERIALS**
Asbestos Survey Report
Nonfriable Asbestos-Containing Materials
(Abatement not required if not made friable during demolition.)

ROUTE: I-70
MODOT JOB NO.: N/A
DISTRICT: 3
COUNTY: Montgomery
DATE OF TESTS: May 3, 2011
PARCEL NO.: Westbound Mineola Rest Area
SITE ADDRESS: Westbound I-70, Mile Marker 169

TESTED BY: Frank Reichart and Diane Roegge
CERTIFICATION #: 7112010411MOIR11239, F.R. 7112010411MOIR7165, D.R.
TYPE(S) OF STRUCTURE(S): I-Story Brick Comfort Station on Concrete Pad, Wood-Frame Vending Kiosk, Concrete/Metal-Frame Map Kiosk, Six (6) Covered Picnic Tables on Concrete Pads, Block Wellhouse on Concrete Pad, Two (2) Large Concrete Picnic Shelters, and and Block Storage Shed on Concrete Pad

Sample ID	Type of Material	Location of Material	Friability Category	Field Measure	Asbestos Type	Percent
I1MFJR 193	Comfort Station Asphalt Joint Compound**	Roof, Around Vents	INF	3 Sq. Ft.	Chrysotile	15-30
	**NOTE: Asphalt Joint Compound sample was not obtained due to safety considerations. Material is presumed to be ACM (P-ACM) with typical asbestos type and percentage reported.					
	Vending Kiosk	None Located	INF			
	Map Kiosk	None Located	INF			
	Covered Picnic Tables	None Located	INF			
	Picnic Shelters	None Located	INF			
	Wellhouse	None Located	INF			
I1MFJR 203	Asphalt Roofing Material***	Flat Roof	INF	128 Sq. Ft.	Chrysotile	3-8
	***NOTE: Since non-destructive means were used to survey and sample this property, Asphalt Roofing Material sample was not obtained. Material is presumed to be ACM (P-ACM) with typical asbestos type and percentage reported.					

Report continues on next page

All necessary work to handle this material is the contractor's responsibility.

INF = Category I Nonfriable

**MISSOURI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MATERIALS**
Asbestos Survey Report
All materials requiring removal or special handling.

ROUTE: I-70
 MODOT JOB NO.: N/A
 DISTRICT: 3
 COUNTY: Montgomery
 DATE OF TESTS: May 3, 2011
 PARCEL NO.: Westbound Mineola Rest Area
 SITE ADDRESS: Westbound I-70, Mile Marker 169

TESTED BY: Frank Reichart and Diane Roegge
 CERTIFICATION #: 7112010411MOIR11239, F.R. 7112010411MOIR7165, D.R.
 TYPE(S) OF STRUCTURE(S): I-Story Brick Comfort Station on Concrete Pad, Wood-Frame Vending Kiosk, Concrete/Metal-Frame Map Kiosk, Six (6) Covered Picnic Tables on Concrete Pads, Block Wellhouse on Concrete Pad, Two (2) Large Concrete Picnic Shelters, and Block Storage Shed on Concrete Pad

Bid Item No.	Sample ID	Type of Material	Location of Material	Friability Category	Field Measure	Asbestos Type	Percent
		Comfort Station	None Located	F			
		Vending Kiosk	None Located	II NF			
		Map Kiosk	None Located	F			
		Covered Picnic Tables	None Located	II NF			
		Wellhouse	None Located	F			
202-40.46	11MFJR 204	Caulking on Windows	1-Window	II NF	15 Lin. Ft.	Chrysotile	5-10
		Picnic Shelters	None Located	F			
		Block Storage Shed	None Located	II NF			
202-40.72	11MFJR 207	Floor Sheeting	5 Patches (Over Toilet Drains), Over Concrete	F	8 Sq. Ft.	Chrysotile	25-40
			None Located	II NF			

IN F = Category I Nonfriable II NF = Category II Nonfriable F = Friable * = Tested By Point Count Procedure
 J:\BARRED\ASBESTOS\DISTRICT 3\MISC\MINEOLA WB REST AREA.DOC

**MISSOURI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MATERIALS
Metals Survey Report of Painted Concrete, Block, Brick Surfaces**

ROUTE: I-70
MODOT JOB NO.: N/A
DISTRICT: 3
COUNTY: Montgomery
SURVEYED BY: Frank Reichart
DATE OF SURVEY: April 20, 2011
PARCEL NO.: Westbound Mineola Rest Area

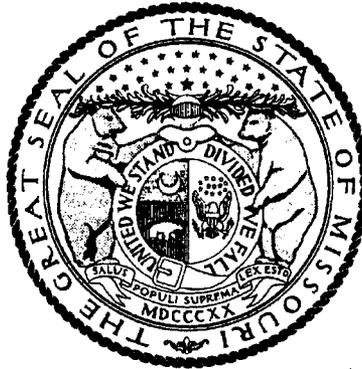
TESTED BY: Frank Reichart *FR*
DATE OF TESTS: April 20, 2011
SITE ADDRESS: Westbound I-70, Mile Marker 169
TYPE(S) OF STRUCTURE(S): 1-Story Brick Comfort Station on Concrete Pad, Wood-Frame Vending Kiosk, Concrete/Metal-Frame Map Kiosk, Six (6) Covered Picnic Tables on Concrete Pads, Block Wellhouse on Concrete Pad, Two (2) Large Concrete Picnic Shelters, and and Block Storage Shed on Concrete Pad

Sample ID	Color/Location of Material/Substrate	Metals (ppm)									
		As	Cr	Pb	Cd	Se	Ba	Hg	Ag		
	Comfort Station No samples taken. No painted surfaces located.										
	Vending Kiosk No samples taken. No painted surfaces located.										
	Map Kiosk No samples taken. No painted surfaces located.										
	Covered Picnic Tables No samples taken. No painted surfaces located.										
	Wellhouse No samples taken. No painted surfaces located.										
11MFJR 214	Beige/Interior Walls/Block	<25	<329	204	<49	<4	<2,501	<28	<38		
11MFJR 215	Beige/Interior Walls/Concrete	48	<218	449	<48	<4	<1,511	<22	<37		
11MFJR 216	Beige/Exterior Walls/Block	<15	469	57	<47	<4	<2,206	<21	<36		
11MFJR 217	Beige/Exterior Walls/Concrete	<17	<304	62	<48	<4	<2,374	<26	<38		
	Picnic Shelters										
11MFJR 218	Cream/Exterior Ceiling/Concrete	<14	<320	32	<49	<4	<2,584	<23	<38		
11MFJR 219	Brown/Exterior Pillar and Roof Fascia/Concrete	<14	1,385	32	<49	<4	1,249	<20	<38		

All results are by XRF unless otherwise indicated. a = USEPA SW-846 Method 3050
 b = USEPA SW-846 Method 7471

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.

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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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OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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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OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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.

**MONTGOMERY COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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.

**MONTGOMERY COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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					
Journeymen		\$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 Hourly Rate	Total Fringe 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 Hourly Rate	Total Fringe 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.