

**Missouri Department of Transportation**  
Kevin Keith, Director

573.751.2551  
Fax: 573.751.6555  
1.888.ASK MODOT (275.6636)

December 2, 2011

## **1.0 INTRODUCTION AND GENERAL INFORMATION**

### **General Services: Bid Request 5-111228FR**

1.1 This Request For Bid (RFB) seeks bids from qualified organizations to provide **BRIDGE APPROACH SLAB ALIGNMENTS**, with an anticipated contract period from the date of Notice to Proceed continuing through December 31, 2012, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT).

Your written bid must be mailed in a sealed envelope or box, or else delivered by hand or courier service (UPS, Federal Express, etc.) to be received on or before the date and time specified below, at the office of the **RFB Coordinator**:

Ms. Frankie J. Ryan, MPA, CPPO, CPPB  
Missouri Department of Transportation  
General Services – Procurement & Inventory Management  
830 MoDOT Drive, Jefferson City, MO 65109 (physical address)  
P.O. Box 270, Jefferson City, MO 65102 (mailing address)  
Jefferson City, MO 65102  
Email: [Frankie.Ryan@modot.mo.gov](mailto:Frankie.Ryan@modot.mo.gov)

All documents must be sealed and the outermost wrapping should be clearly marked "**RFB 5-111228FR, Bid for "BRIDGE APPROACH SLAB ALIGNMENTS"**". All *questions* regarding the RFB shall be submitted to the RFB Coordinator noted herein by the deadline date set in the "RFB Schedule of Events". Sealed bids must be received by the Missouri Department of Transportation, Jefferson City, Missouri, on or before **2:00 P.M., CST, DECEMBER 28, 2011**. At that time bids will be publicly opened and read at MoDOT General Services, 830 MoDOT Drive, Jefferson City, MO 65109.

The date specified for the receiving of bids is a firm deadline and all bids must be received at the designated office by that time. The Department does not recognize the U.S. Mail, United Parcel Service, Air Express, FedEx or any other organization, as its agent for purposes of accepting bids. Any bids arriving at the designated office after the deadline specified will not be considered.

It is the sole responsibility for all bidders to check the website for any addenda issued on this solicitation and to ensure their bid price reflects any addendum. The MHTC reserves the right to reject any or all bids for any reason whatsoever.

Respectfully,

Frankie J. Ryan, MPA, CPPO, CPPB  
Senior Procurement Agent  
(573) 522-9481



1.2 **GENERAL INFORMATION**

1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of *Bridge Approach Slab Alignments*, as set forth herein.

1.2.2 **Organization**: This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Other Contractual Requirements
- 4) General Bid Information. **NOTE**: *Special Information on Bidder Prequalification in Section 4.6*
- 5) Pricing Page *(to be signed and submitted with the bid)*
- 6) Additional Award and Contract Information Requirements
- 7) Bid Bond *(to be executed and submitted with the bid in lieu of a Certified Check, Cashier's Check or Bank Money Order)*
- 8) Signature and Identity of Bidder *(to be signed and submitted with the bid)*
- 9) Anti-Collusion Statement *(to be signed and submitted with the bid)*
- 10) Vendor Information and Preference Certification Form *(to be signed and submitted with the bid)*
- 11) Worker Eligibility Verification Affidavit *(to be signed & submitted prior to award)*
- 12) Prior Experience of Bidder *(to be submitted with bid)*
- 13) Notice of Cooperative Purchasing *(to be signed and submitted with bid)*
- 14) District Boundaries Map

1.2.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids

1.3 **RFB SCHEDULE OF EVENTS**

1.3.1 The following Schedule of Events represents the MHTC's best estimate of the schedule that shall be followed. *Unless otherwise specified, the following events shall be scheduled on Central Standard Time.*

1.3.2 The MHTC reserves the right at its sole discretion to expand this schedule, as it deems necessary, without any notification *except for the deadline date for submitting a bid.*

<b>EVENT</b>	<b>DATE</b>	<b>TIME (on or before)</b>
MODOT Issues Bid Documents	November 29, 2011	4:00 pm
Deadline for Written Comments	December 5, 2011	4:00 pm
Deadline for MoDOT Issuing Responses to Written Comments	December 9, 2011	4:00 pm
Deadline for Submitting Bids	December 28, 2011	2:00 pm

## **2.0 SCOPE OF WORK**

### **2.1 GENERAL REQUIREMENTS**

- 2.1.1 The Contractor shall lift, align, and underseal concrete bridge approach slabs and pavements with polyurethane material on an as needed, if needed basis for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein.
- 2.1.2 The Contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 The Bidder must have a minimum of three (3) years of successful experience in performing the type of work specified herein, and performed worked on a minimum of 50 successful projects (highway bridges) in performing the type of work specified herein.
- a. **EXPERIENCE**: The Bidder should provide on the attached form, “Prior Experience of Bidder”, Section 12, or any other format that contains the requested information - information related to previous and current services and/or contracts performed by the Bidder or the Bidder’s organization during the past three (3) years and any proposed subcontractors, similar to the requirements of this RFB.

**Note**: Bidder is encouraged to make necessary copies of this form for completing the experience information. MoDOT reserves the right to determine which references to call and whether or not to call all references for all Bidders.

- b. **SUCCESSFUL PROJECTS**: The Bidder should provide a list of all successful projects, performing the type of work specified herein, to include the location, dates of service, and a contact name and phone number of an individual who can answer questions relating to the successful completion of each project.
- 2.1.4 The Bidder shall understand and agree that MoDOT shall make no guarantee as to the amount of services that may be required annually. However, unless otherwise provided for herein or by written amendment, **MoDOT will not pay in excess of \$500,000 statewide, per contract period, for the services specified herein.** For purposes of this bid, the Bidder can assume bonding of approximately \$71,000 for each District for which a bid is submitted.
- 2.1.5 MoDOT reserves the right to obtain “like or similar” services as specified herein from other providers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.6 Unless otherwise specified herein, the Contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.

### **2.2 SPECIFIC REQUIREMENTS**

- 2.2.1 The Contractor shall provide the state agency with services to lift, align, and underseal concrete bridge approach slabs and pavements with polyurethane material to provide a

smooth transition from the approach roadway to the bridge structure at various locations on the state agency highway system. Such services shall be in accordance with the following.

- a. The Contractor shall provide the specified services in accordance with the “2011 Missouri Standard Specification Book for Highway Construction”, Section 625.20 Slab Jacking. (Click on the following link):

[http://www.modot.mo.gov/business/standards\\_and\\_specs/Sec0625.pdf](http://www.modot.mo.gov/business/standards_and_specs/Sec0625.pdf)

- b. The Contractor shall use a fast setting material to permit the roadway to be opened to traffic within one (1) hour after the slab has been repositioned.
- c. The state agency shall provide traffic control while the Contractor is providing the specified services.
- d. If the Contractor lifts the slab more than 1/4" above the adjacent slabs as specified in Section 625.20.5.7 and fails to make appropriate corrections as specified in Section 625.20.5.8, liquidated damages in the amount specified in section 2.4 of the contract will be assessed. If the Contractor fails to make the necessary corrections within a time period specified by the Commission’s Representative, all costs undertaken by MoDOT that are necessary to make repairs shall be assessed to the Contractor.

## **2.3 DELIVERY REQUIREMENTS**

- 2.3.1 The Contractor shall deliver the services and associated products specified herein to statewide locations to be identified during the contracting period.

## **2.4 LIQUIDATED DAMAGE REQUIREMENTS**

- 2.4.1 The Bidder shall agree and understand that providing the lifting, aligning, and undersealing concrete bridge approach slabs and pavements in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event the Bidder fails to comply with the contractual requirements, the Bidder shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
  - a. In the event the Contractor fails to provide the specified services for lifting, aligning, and undersealing concrete bridge approach slabs and pavements in accordance with the contractual requirements specified herein, the Contractor shall be assessed liquidated damages in the amount of \$1,000.00 per day for each such delinquent day.
  - b. The Contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the Contractor or paid by the Contractor as a direct payment to MoDOT, at the sole discretion of MoDOT.
  - c. The Bidder shall agree and understand that the liquidated damages described herein shall not be construed as a penalty.

- d. Bidder shall agree and understand that all assessments of liquidated damages shall be within the discretion of the MoDOT and shall be in addition to, not in lieu of, the rights of the MoDOT to pursue other appropriate remedies.
- a. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

## **2.5 INVOICING AND PAYMENT REQUIREMENTS**

- 2.5.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.5.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.5.3 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.5.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.5.5 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract.
- 2.5.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- 2.5.7 The MHTC 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 MHTC's rejection and shall be returned at the contractor's expense.
- 2.5.8 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

## **2.6 INSURANCE**

- 2.6.1 Contractor must carry the Liability Insurance as listed in the Missouri Standard Specifications For Highway Construction, 2011 Edition, including all supplements. Proof of insurance will be required prior to final contract execution.

## **3.0 OTHER CONTRACTUAL REQUIREMENTS**

- 3.1 **Contract Period** - **The contract shall commence from the date of the fully executed agreement or January 1, 2012 (whichever is later) through December 31, 2012** with up to two (2) twelve month renewal option periods, or any portion therein. If the

option for renewal is exercised by MoDOT, the Contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. **Renewal options are at the sole discretion of MoDOT.**

- 3.2 **Renewal Periods** - If the option for renewal is exercised by MoDOT, the Contractor shall agree that the prices for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
- a. **If renewal prices are not provided**, the prices during renewal periods shall be the same as during the original contract period.
  - b. MoDOT does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
  - c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.
- 3.3 **Price Escalation Clause** - In the event the Contractor requests a price increase during the contract period (original contract period or contract renewal period), the Contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the Contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The Contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
  - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.
- 3.4 **Contract Bond for Price Increases** - In the event a price increase is granted due to an approved escalation, the Contractor shall increase their 100% contract bond, as specified elsewhere herein, to reflect the current contract value.
- 3.5 **Variation From Specifications** - Any variation from the standard specifications published as part of this bid must be approved by the Missouri Highway and Transportation Commission, or its designated Project Manager, prior to the issuance of any contract or order form by MoDOT. The bidder will need to include all information on the variance(s) proposed with his/her bid.
- 3.6 **Compliance with Bid Requirements** - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the bidder will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by MoDOT. Failure to comply with the requirements published in this bid may result in the bid being subject to rejection. Materials that do not meet specifications will require all of the rejected materials to be removed at the Contractor's expense.
- 3.7 **Non-Exclusivity** - The Missouri Department of Transportation reserves the right to obtain like or similar services of this or other providers when use of such services is deemed in the best interest of MoDOT.

- 3.8 Commission Representative - The Commission's *Maintenance Division Engineer* is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this agreement.

#### **4.0 GENERAL BID INFORMATION**

- 4.1 Contract Prices: All prices shall be firm and fixed. MoDOT shall not pay nor be liable for any other additional cost including but not limited to mobilization, demobilization, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, etc. The Contractor shall not invoice federal, state or local taxes. Payment for all services herein shall be made in arrears.
- 4.2 Contract Award: The contract will be awarded to the lowest responsible bidder determined as specified on the Pricing Page referenced herein.
- 4.3 Inspection: Work will be inspected during the course of any identified project. Inspections will be made to determine compliance of standard specifications.
- 4.4 Open Competition/Request For Bid Document: It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source.
- 4.5 Communication from Bidders: Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the RFB Coordinator identified herein, unless the RFB specifically refers the bidder to another contact. Such communication should be received by the date outlined in the RFB Schedule of Events published herein.
- 4.6 ***Bidder Information and Prequalification to Bid***: A contractor bidding on a MoDOT highway construction project must have a contractor questionnaire on file with the Commission. ***Submit completed Contractor Questionnaire with attachments not later than seven (7) calendar days prior to the date and hour of the bid opening.*** See Sec 102.2 of the Missouri Standard Specifications for Highway Construction, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website at <http://www.modot.org/business/BecomeAMoDOTPrimeContractor.htm>.
- 4.7 General Wage Order: The awarded contractor shall be required to comply with the wages as fixed by the Missouri Department of Labor and Industrial Relations (DOLIR). General Wage Order No. 55, attached herein, as published by the Missouri Department of Labor and Industrial Relations is in effect. If awarded the contract, the Contractor shall be responsible for submitting notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a *lien waiver* from all material suppliers. At the time of this bid, please note that 'Excessive Unemployment Is In Effect' which is defined by the Missouri Department of Labor as:

## Excessive Unemployment and Restrictive States

### "EXCESSIVE UNEMPLOYMENT IS IN EFFECT"

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

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

### Link to DOLIR where additional information and forms can be found.

[http://www.labor.mo.gov/div\\_pubs\\_forms.asp#DLS](http://www.labor.mo.gov/div_pubs_forms.asp#DLS)

- 4.8 Bid Guaranty And Contract Bond: This bid and its opening is unable to use the resource of the 'Electronic Bid Bond' that is kept on file with our Design and Construction Division. Please submit an individual bid bond or alternative as indicated herein. The use of 'Electronic Bid Submittal' as offered through the Design and Construction monthly bid lettings *is also not in use* for this bid submittal. Returned *Sealed Bids* are required for this solicitation.
- a. Each bid 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 as part of these bid documents** 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.
- 4.9 Failure To Execute The Contract: Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 calendar days** 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.

- 4.10 Award/Cancellation: The contract will be awarded by the Commission to the lowest responsible bidder as noted herein. Notification of award will be at the time the tabulation is posted to the Internet. See Section 103.2.1 of the Missouri Standard Specifications For Highway Construction, 2011 Edition.

[http://www.modot.mo.gov/business/standards\\_and\\_specs/highwayspecs.htm](http://www.modot.mo.gov/business/standards_and_specs/highwayspecs.htm)

MoDOT reserves the right to cancel this bid at any time. Failure to comply with the requirements published in this bid may result in the bid being subject to rejection.

- 4.11 Minority And Women Business Enterprise Participation: 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.*

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**5.0 PRICE PAGE**

5.1 The bidder shall provide a firm, fixed price in the table below for the original contract period and a maximum percentage increase for each potential renewal period for providing the deliverables and/or services in accordance with the provisions and requirements of this RFB. **ALL COSTS** associated with providing the required deliverables/services shall be included in the stated prices. Please see the attached **District Boundary Map** for additional information.

*Complete, sign where indicated below, and return with your bid.*

<b><u>Description:</u></b> <b>Bridge Approach Slab Alignments</b>	<b>Original Contract Period</b> <i>Firm, Fixed Price</i>	<b>1<sup>st</sup> Renewal Period</b> <i>Maximum Percentage of Increase</i>	<b>2<sup>nd</sup> Renewal Period</b> <i>Maximum Percentage of Increase</i>
Northwest District	\$_____ / pound of product	_____%	_____%
Northeast District	\$_____ / pound of product	_____%	_____%
Kansas City District	\$_____ / pound of product	_____%	_____%
Central District	\$_____ / pound of product	_____%	_____%
St. Louis District	\$_____ / pound of product	_____%	_____%
Southwest District	\$_____ / pound of product	_____%	_____%
Southeast District	\$_____ / pound of product	_____%	_____%

5.2 **NOTE ON RENEWALS:** If renewal percentages are not provided in the above pricing table, *the prices during renewal periods shall be the same as during the original contract period.* The Bidder is cautioned that the percentage shall be computed against the CURRENT contract prices during the renewal period(s).

5.3 **AWARD:** Award of the contract will be **by District** to the lowest, responsible bidder, based on the lowest firm, fixed price *for the original contract period only.* MoDOT reserves the right to make multiple awards and awards which will be in the best interests of MoDOT.

**Name of the Bidders Firm:**

\_\_\_\_\_

\_\_\_\_\_  
Name & Signature of Contractor’s Authorized Representative

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

***\*\*It is the sole responsibility of the bidder to check for addendums during the time this project is out for bid and to ensure their bid price reflects any addendum.\*\****

## **6.0 ADDITIONAL AWARD AND CONTRACT INFORMATION REQUIREMENTS**

6.1 All awarded bidders **MUST be in full accordance with the following before contract can be fully executed:**

6.1.1 **TAX CLEARANCE CERTIFICATE:** MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144. Please contact the Department of Revenue at (573) 751-9268 for additional information on obtaining a Tax Clearance Certificate.

6.1.2 **SECRETARY OF STATE FILING;** The vendor must be in good standing with the Missouri Secretary of State's office prior to issuance of 'Notice to Proceed.' Their phone number is (573) 751-4936.

6.1.3 **E-VERIFY PROGRAM:** Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- a. Submitting a completed, notarized copy of AFFIDAVIT OF WORK AUTHORIZATION, and
- b. Proving documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services request herein.
- c. E-verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of completed copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program. E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

6.1.4 **VENDOR REGISTRATION FORM:** Awarded Vendor may be required to fill out a Vendor Registration Form if vendor has not conducted business with the State of Missouri within the last five (5) years, in order to allow the Missouri Department of Transportation to pay invoices.

6.1.5 **OUT-OF-STATE TRANSIENT EMPLOYERS,** Section 285.230, RSMo: Out of state vendors will need to provide this certificate. Please contact the Department of Revenue (DOR), 573-751-0459, to obtain this certificate. The DOR does not charge for registering, however, you must be able to obtain a tax payment bond in the amount of at least \$5,000 and no more than \$25,000. If all the appropriate information is made available to the DOR, it will take 2-3 weeks to obtain the tax bonding and "Certificate of Registration".

6.1.6 **VENDOR'S RESPONSIBILITY TO PROVIDE DOCUMENTATION:** If it cannot be determined that a vendor is compliant with the above, it shall be the vendors responsibility to provide the documentation within a reasonable amount of time in relation to the requirements within the bid.

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**7.0 BID BOND**

(Revised 08/96)

KNOW ALL PERSONS BY THESE PRESENTS, that we \_\_\_\_\_  
as principal and \_\_\_\_\_  
as surety, are held and firmly bound unto the state of Missouri (acting by and through the Missouri  
Highways and Transportation Commission) in the penal sum of \_\_\_\_\_  
Dollars (\$) to be paid to the commission to be credited to the state road fund, the 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 \_\_\_\_\_

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on route(s) \_\_\_\_\_  
\_\_\_\_\_ in County(ies),  
project (s) \_\_\_\_\_

\_\_\_\_\_ for construction or improvement of state highway as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall  
properly execute and deliver to the commission the contract, contract bond, and evidence of insurance  
coverage in compliance with the requirements of the bid, the specifications, and the provisions of section  
227.100 RSMo, to the satisfaction of the 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 commission, fail to comply with any  
requirement as set forth in the preceding paragraph, then the state of Missouri, acting by and through the  
commission, shall immediately and forthwith be entitled to recover the full penal sum above set out,  
together with court costs, attorney's fees, and any other expense of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid  
bond form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard  
Specifications for Highway Construction.

SEAL Principal  
By \_\_\_\_\_  
Signature

SEAL Surety  
By \_\_\_\_\_

Signature of Attorney in Fact

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct  
surety business in the state of Missouri.





## 10.0 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): <b>Phone #:</b> Cellular #: Fax #:						
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>						
<b>For Corporations</b> - State in which incorporated:	<b>For Others</b> - 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 <b><u>Addresses of Missouri Offices or Places of Business.</u></b>							
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b><u>M/WBE</u></b> ) 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: none;"> <tr> <td style="width: 33%;"><u>M/WBE Name</u></td> <td style="width: 33%;"><u>Percentage of Contract</u></td> <td style="width: 33%;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> <td style="border-top: 1px solid black; height: 20px;"></td> </tr> </table> If additional space is required, please attach an additional sheet and identify it as <b><u>M/WBE Information</u></b>		<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

<b><u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u></b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b><u>not</u></b> 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 <b><u>Location Products are Manufactured or Produced.</u></b>	
<b><u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u></b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>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</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<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

**11.0 APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**  
(a separate affidavit is required for each owner and general partner)

**IF YOUR BUSINESS IS A SOLE-PROPRIETORSHIP OR PARTNERSHIP, THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED PRIOR TO ANY FINAL CONTRACT EXECUTION.**

**A fax copy of this document is acceptable with the understanding a hard copy will follow by mail.**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

**My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:**

I am the \_\_\_\_\_ of \_\_\_\_\_, which is applying for a public benefit (grant contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).  
owner or partner business name

I am classified by the United States of America as: (check the applicable box)  
 a United States citizen.  an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

\_\_\_\_\_  
Affiant Signature Affiant's Social Security Number or  
Applicable Federal Identification Number

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Notary Public:** \_\_\_\_\_ **My commission expires:** \_\_\_\_\_

**IF YOUR BUSINESS IS NOT A SOLE-PROPRIETORSHIP OR PARTNERSHIP, THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED WITH YOUR RESPONSE TO THIS REQUEST FOR QUOTATION.**

**A fax copy of this document is acceptable with the understanding a hard copy will follow by mail.**

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**  
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

**My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:**

I am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly authorized,  
title business name  
directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**My commission expires:** \_\_\_\_\_  
Notary Public

**12.0 PRIOR EXPERIENCE OF BIDDER**

The Bidder may copy and complete this form and use it for each reference being submitted as demonstration of the Bidder **and** any subcontractor’s prior experience. In addition, the Bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Bidder’s or Subcontractor’s Name:</b>	
<b>Reference Information for Prior Services Performed:</b>	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

**NOTE:** The Bidder is cautioned that it is the Bidder’s sole responsibility to submit information as requested in bid solicitation documents and that MoDOT’s representative is under no obligation to solicit such information if it is not included with the bid. Failure of the Bidder to submit such information may cause an adverse impact on the evaluation of the bid.

MoDOT reserves the right to determine which references to call and whether or not to call all references for all Bidders.

**13.0 NOTICE OF COOPERATIVE PURCHASING**

The Department is interested in assisting Missouri governmental entities in purchasing equipment, various materials, and supplies that meet the MISSOURI DEPARTMENT OF TRANSPORTATION specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Bridge Approach Slab Alignments** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the services and/or commodities meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price F.O.B. your location that would be offered as described.

F.O.B. Location \_\_\_\_\_

Indicate the deadline date that orders will be accepted: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

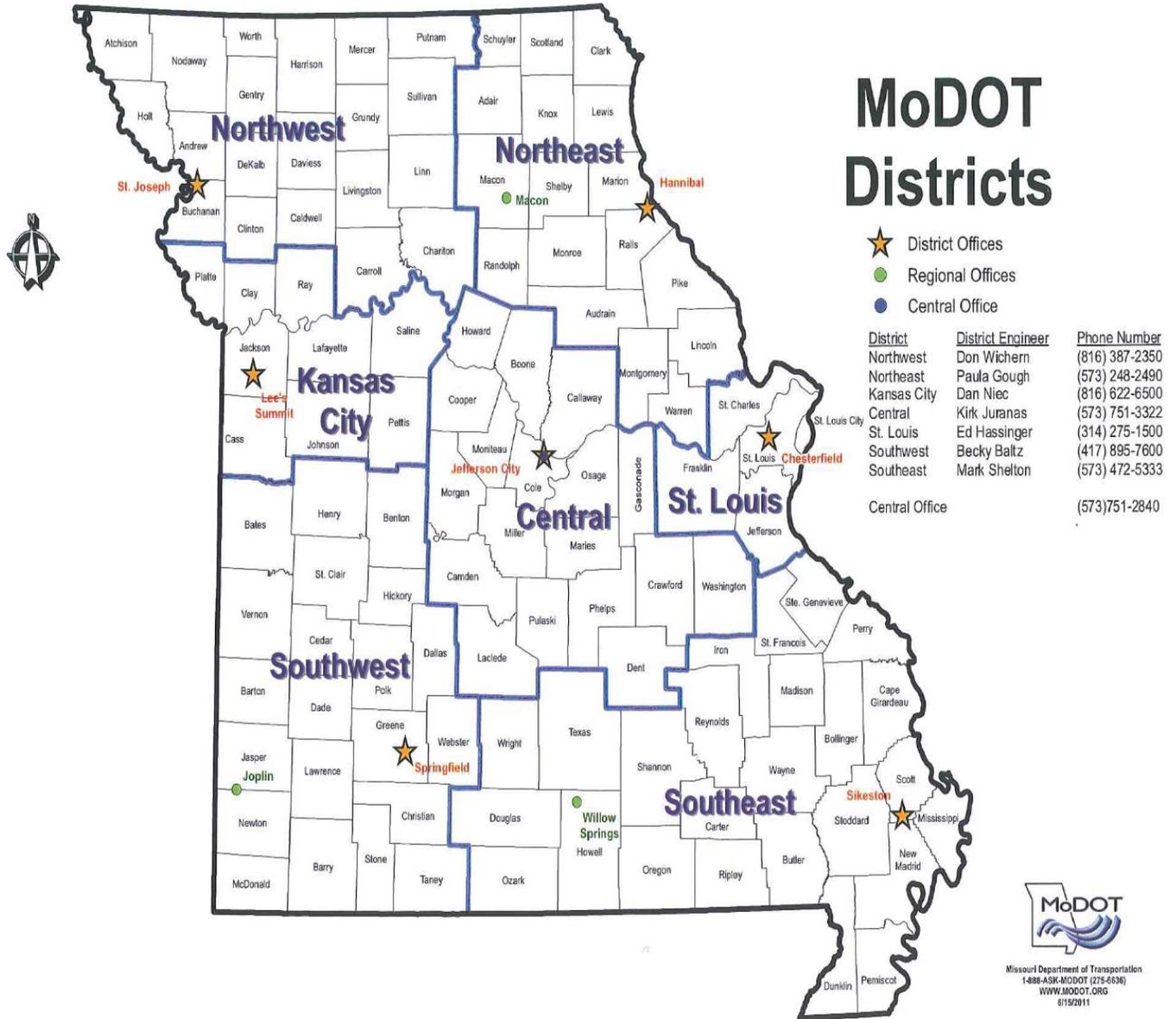
PHONE NUMBER: \_\_\_\_\_

BY: \_\_\_\_\_  
*(signature)* *(printed name)*

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# 14.0 DISTRICT BOUNDARIES MAP



Missouri Department of Labor and Industrial Relations

# Missouri Division of Labor



JEREMIAH W. (JAY) NIXON, Governor

## General Wage Order No. 55

July 1, 2011 thru June 30, 2012

### Wage Rates for State Highway Construction

In accordance with Section 290.260 RSMo, within thirty (30) days after a certified copy of this General Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this General 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 General 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: June 30, 2011

Last Date Objections May Be Filed: August 1, 2011

FOR THE FOLLOWING OCCUPATIONAL TITLES

LABORER  
TRUCK DRIVER-TEAMSTER  
OPERATING ENGINEER  
CARPENTER  
TRAFFIC CONTROL SERVICE DRIVER  
CEMENT MASON  
IRON WORKER  
ELECTRICIAN, INSIDE WIREMAN  
ELECTRICIAN, OUTSIDE  
PAINTER

**If a worker is performing work within an occupational title that is not listed above, use the rate for that occupational title as shown in the Annual Wage Order Building Construction Rate Sheet.**

## INDEX TO OCCUPATIONAL TITLES AND COUNTIES

COUNTY	LABORER		TRUCK DRIVER-TEAMSTER		OPERATING ENGINEER		CARPENTER		TRAFFIC CONTROL SERVICE DRIVER	
	Area	Page	Area	Page	Area	Page	Area	Page	Area	Page
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Andrew	W1	- 28	W2	- 30	3	- 32	4	- 34		
Atchison	W1	- 28	W3	- 30	3	- 32	4	- 34		
Audrain	E-3	- 28	E2	- 30	2	- 32	6	- 34	5	- 36
Barry	W-2	- 28	W3	- 30	4	- 32	4A	- 34		
Barton	W-2	- 28	W2	- 30	4	- 32	4A	- 34		
Bates	W-2	- 28	W1B	- 30	3	- 32	4	- 34	1	- 36
Benton	W-2	- 28	W2	- 30	3	- 32	6A	- 34		
Bollinger	E-3	- 28	E2	- 30	2	- 32	8	- 34	5	- 36
Boone	E-3	- 28	E2	- 30	2	- 32	6	- 34	5	- 36
Buchanan	W1	- 28	W1	- 30	3	- 32	3	- 34		
Butler	E-3	- 28	E3	- 30	2	- 32	8	- 34	5A	- 36
Caldwell	W1	- 28	W2	- 30	3	- 32	4	- 34		
Callaway	E-3	- 28	E2	- 30	2	- 32	6	- 34	5	- 36
Camden	W-2	- 28	W2	- 30	4	- 32	4A	- 34	2	- 36
Cape Girardeau	E-3	- 28	E2	- 30	2	- 32	8	- 34	5	- 36
Carroll	W-2	- 28	W2	- 30	3	- 32	4	- 34		
Carter	E-3	- 28	E2	- 30	2	- 32	8A	- 34	5	- 36
Cass	KC	- 28	KC	- 30	KC	- 32	KC	- 34	1	- 36
Cedar	W-2	- 28	W2	- 30	4	- 32	4A	- 34		
Chariton	E-3	- 28	W2	- 30	3	- 32	6	- 34		
Christian	W-2	- 28	W2	- 30	4	- 32	4A	- 34	2	- 36
Clark	E-3	- 28	E3	- 30	2	- 32	7	- 34	5A	- 36
Clay	KC	- 28	KC	- 30	KC	- 32	KC	- 34	1	- 36
Clinton	W1	- 28	W2	- 30	3	- 32	3	- 34		
Cole	E-3	- 28	E2	- 30	2	- 32	6	- 34	5	- 36
Cooper	E-3	- 28	W2	- 30	3	- 32	6	- 34		
Crawford	E-3	- 28	E2	- 30	2	- 32	5	- 34	5	- 36
Dade	W-2	- 28	W2	- 30	4	- 32	4A	- 34		
Dallas	W-2	- 28	W2	- 30	4	- 32	4A	- 34	2	- 36
Daviess	W1	- 28	W2	- 30	3	- 32	4	- 34		
DeKalb	W1	- 28	W2	- 30	3	- 32	4	- 34		
Dent	E-3	- 28	E2	- 30	2	- 32	5	- 34	5	- 36
Douglas	W-2	- 28	W2	- 30	4	- 32	4A	- 34	2	- 36
Dunklin	E-3	- 28	E3	- 30	2	- 32	8	- 34	5A	- 36
Franklin	E-1	- 28	E1	- 30	1	- 32	1A	- 34	3A	- 36
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COUNTY	CEMENT MASON		IRON WORKER		ELECTRICIAN, INSIDE WIREMAN		ELECTRICIAN, OUTSIDE		PAINTER	
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Atchison	2	- 38	KC-2	- 40	2	- 42	1	- 44	2	- 46
Audrain	1	- 38	STL-2	- 40	1	- 42	STL	- 44	STL	- 46
Barry	3	- 38	4	- 40	3	- 42	1	- 44	3	- 46
Barton	3	- 38	KC-2	- 40	3	- 42	1	- 44	3	- 46
Bates	2	- 38	KC-2	- 40	KC	- 42	KC	- 44	7	- 46
Benton	1	- 38	KC-2	- 40	KC	- 42	KC	- 44	7	- 46
Bollinger	4	- 38	1	- 40	STL	- 42	2	- 44	4	- 46
Boone	1	- 38	STL-2	- 40	1	- 42	STL	- 44	1	- 46
Buchanan	2	- 38	KC-1	- 40	2	- 42	1	- 44	2	- 46
Butler	4	- 38	4	- 40	STL	- 42	2	- 44	4	- 46
Caldwell	1	- 38	KC-2	- 40	2	- 42	1	- 44	7	- 46
Callaway	1	- 38	4	- 40	1	- 42	STL	- 44	1	- 46
Camden	1	- 38	KC-2	- 40	1	- 42	STL	- 44	6	- 46
Cape Girardeau	4	- 38	1	- 40	STL	- 42	2	- 44	4	- 46
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Carter	4	- 38	STL-1	- 40	STL	- 42	STL	- 44	4	- 46
Cass	KC	- 38	KC-1	- 40	KC	- 42	KC	- 44	KC	- 46
Cedar	3	- 38	KC-2	- 40	3	- 42	1	- 44	3	- 46
Chariton	1	- 38	KC-2	- 40	1	- 42	STL	- 44	1	- 46
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Clark	5	- 38	3	- 40	7	- 42	STL	- 44	STL	- 46
Clay	KC	- 38	KC-1	- 40	KC	- 42	KC	- 44	KC	- 46
Clinton	2	- 38	KC-2	- 40	2	- 42	1	- 44	KC	- 46
Cole	1	- 38	STL-2	- 40	1	- 42	STL	- 44	1	- 46
Cooper	1	- 38	KC-2	- 40	KC	- 42	STL	- 44	1	- 46
Crawford	7	- 38	STL-2	- 40	1	- 42	STL	- 44	6	- 46
Dade	3	- 38	KC-2	- 40	3	- 42	1	- 44	3	- 46
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DeKalb	2	- 38	KC-2	- 40	2	- 42	1	- 44	2	- 46
Dent	7	- 38	STL-2	- 40	1	- 42	STL	- 44	6	- 46
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Franklin	8	- 38	STL-1	- 40	STL	- 42	STL	- 44	STL	- 46
Gasconade	1	- 38	STL-2	- 40	1	- 42	STL	- 44	1	- 46
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Harrison	W1 - 28	W3 - 30	3 - 32	4 - 34	
Henry	W-2 - 28	W1B - 30	3 - 32	4 - 34	1 - 36
Hickory	W-2 - 28	W2 - 30	4 - 32	4A - 34	2 - 36
Holt	W1 - 28	W3 - 30	3 - 32	4 - 34	
Howard	E-3 - 28	W2 - 30	3 - 32	6 - 34	
Howell	E-3 - 28	E3 - 30	2 - 32	8A - 34	5A - 36
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Jasper	W-2 - 28	W2 - 30	4 - 32	4A - 34	
Jefferson	E-5 - 28	E1 - 30	1 - 32	1 - 34	3A - 36
Johnson	W-2 - 28	W1A - 30	3 - 32	3 - 34	1 - 36
Knox	E-3 - 28	E3 - 30	2 - 32	6 - 34	5A - 36
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Lafayette	W-1A - 28	W1A - 30	3 - 32	3 - 34	1 - 36
Lawrence	W-2 - 28	W2 - 30	4 - 32	4A - 34	
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McDonald	W-2 - 28	W3 - 30	4 - 32	4A - 34	
Macon	E-3 - 28	E2 - 30	2 - 32	6 - 34	5 - 36
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Marion	E-3 - 28	E2 - 30	2 - 32	7 - 34	5 - 36
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Harrison	1	- 38	KC-2	- 40	2	- 42	1	- 44	7	- 46
Henry	2	- 38	KC-2	- 40	KC	- 42	KC	- 44	7	- 46
Hickory	3	- 38	KC-2	- 40	4	- 42	1	- 44	3	- 46
Holt	2	- 38	KC-2	- 40	2	- 42	1	- 44	2	- 46
Howard	1	- 38	KC-2	- 40	1	- 42	STL	- 44	1	- 46
Howell	4	- 38	4	- 40	8	- 42	STL	- 44	8	- 46
Iron	7	- 38	STL-1	- 40	STL	- 42	STL	- 44	5	- 46
Jackson	KC	- 38	KC-1	- 40	KC	- 42	KC	- 44	KC	- 46
Jasper	3	- 38	2	- 40	3	- 42	1	- 44	3	- 46
Jefferson	STL	- 38	STL-1	- 40	STL	- 42	STL	- 44	STL	- 46
Johnson	2	- 38	KC-1	- 40	KC	- 42	KC	- 44	KC	- 46
Knox	5	- 38	3	- 40	7	- 42	STL	- 44	1	- 46
Laclede	3	- 38	KC-2	- 40	4	- 42	1	- 44	6	- 46
Lafayette	2	- 38	KC-1	- 40	KC	- 42	KC	- 44	KC	- 46
Lawrence	3	- 38	4	- 40	3	- 42	1	- 44	3	- 46
Lewis	5	- 38	3	- 40	7	- 42	STL	- 44	STL	- 46
Lincoln	8	- 38	STL-1	- 40	STL	- 42	STL	- 44	STL	- 46
Linn	1	- 38	KC-2	- 40	7	- 42	STL	- 44	1	- 46
Livingston	1	- 38	KC-2	- 40	2	- 42	1	- 44	7	- 46
McDonald	3	- 38	4	- 40	3	- 42	1	- 44	3	- 46
Macon	1	- 38	3	- 40	7	- 42	STL	- 44	1	- 46
Madison	7	- 38	STL-1	- 40	STL	- 42	2	- 44	5	- 46
Maries	1	- 38	STL-2	- 40	1	- 42	STL	- 44	6	- 46
Marion	7	- 38	3	- 40	7	- 42	STL	- 44	STL	- 46
Mercer	1	- 38	KC-2	- 40	2	- 42	1	- 44	7	- 46
Miller	1	- 38	KC-2	- 40	1	- 42	STL	- 44	6	- 46
Mississippi	4	- 38	1	- 40	STL	- 42	2	- 44	4	- 46
Moniteau	1	- 38	KC-2	- 40	1	- 42	STL	- 44	7	- 46
Monroe	1	- 38	3	- 40	7	- 42	STL	- 44	1	- 46
Montgomery	1	- 38	STL-2	- 40	7	- 42	STL	- 44	1	- 46
Morgan	1	- 38	KC-2	- 40	KC	- 42	STL	- 44	7	- 46
New Madrid	4	- 38	4	- 40	STL	- 42	2	- 44	4	- 46
Newton	3	- 38	4	- 40	3	- 42	1	- 44	3	- 46
Nodaway	2	- 38	KC-2	- 40	2	- 42	1	- 44	2	- 46
Oregon	4	- 38	STL-2	- 40	4	- 42	STL	- 44	4	- 46
Osage	1	- 38	STL-2	- 40	1	- 42	STL	- 44	1	- 46

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WELDERS receive the rate of wages prescribed for the craft performing operation of which welding is incidental.

NOTE I: Work performed on legal holidays not enumerated above shall be at straight time rate.

NOTE II: Make-up days shall not be utilized for days lost due to holidays if not permitted by the applicable Holiday Rate or Overtime Rate, and in the following instances:

- Carpenter - Outstate Areas 1 through 8A
- Cement Mason - Kansas City Area
- Laborer - Kansas City Area
- Operating Engineer - Kansas City Area
- Operating Engineer - Outstate Areas 3 and 4
- Teamster - Kansas City Area

**GENERAL WAGE ORDER NO. 55  
HOLIDAY RATE SCHEDULE**

**HOLIDAY RATE NO. 1:** Means double (2) time shall be paid for all time worked on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day or days observed in lieu of these holidays.

**HOLIDAY RATE NO. 2:** The following days are recognized as holidays: New Year's Day, Memorial Day, July Fourth, 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. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive time and one-half (1 ½) the regular rate of pay for such work. Where one of the holidays specified falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1 ½). Workmen shall receive time and one-half (1 ½) for all work performed on Sundays. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other Craft employees of the same employer at work on that same job site are receiving double (2) time that Sunday or holiday.

**HOLIDAY RATE NO. 3:** Means any hours worked on Sundays and recognized holidays shall be paid at the rate of double (2) times the base rate. The recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event any of the above holidays fall on Saturday, then that holiday shall be observed on Friday. In the event any of the above holidays fall on Sunday, then that holiday shall be observed on Monday.

**HOLIDAY RATE NO. 4:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day & 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 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.

**HOLIDAY RATE NO. 5:** 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.

**HOLIDAY RATE NO. 6:** The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two personal days. The observance of one personal day to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

**HOLIDAY RATE NO. 7:** Means double (2) time for work performed on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. Any holiday which occurs on a Sunday shall be observed the following Monday. No work shall be performed on LABOR DAY except to save life and property.

**HOLIDAY RATE NO. 8:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the double (2) time rate of pay. If any of these holidays fall on Saturday, it will be recognized on the preceding Friday; if any of these holidays fall on a Sunday, it will be recognized on the following Monday. No work shall be performed on Labor Day except in case of emergency.

**HOLIDAY RATE NO. 9:** Means 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 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 a forty (40) hour week; however no reimbursement for this eight (8) hours is to be paid to the working person(s) unless the holiday is worked. The working people shall receive time and one-half (1½) for all work performed on Sundays and holidays.

**GENERAL WAGE ORDER NO. 55  
HOLIDAY RATE SCHEDULE**

**HOLIDAY RATE NO. 10:** All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day and Christmas Day, or days observed as such, and Sundays shall be paid at the rate of time and one-half (1½). Double (2) time shall be paid for work on Sundays or recognized holidays when and only if other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday work. No work shall be performed on Labor Day, except in case of jeopardy of life or property. This rule is applied to protect Labor Day. When one of the above holidays falls on a Saturday, the preceding Friday shall be observed; when the holiday falls on a Sunday, the following Monday shall be observed. Where one of the specified holidays falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

**HOLIDAY RATE NO. 11:** 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 to the workman 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 time & one-half (1½) the regular rate of pay for such work.

**HOLIDAY RATE NO. 12:** 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 (2) 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 workdays. If such a holiday occurs on Sunday it shall be observed on the following Monday.

**HOLIDAY RATE NO. 13:** All work done on New Year's Day, Decoration Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. Should any of these days fall on Sunday, then the following day shall be observed as the holiday. Under no circumstances shall employees be permitted to work on Labor Day.

**HOLIDAY RATE NO 14:** There shall be seven (7) recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day, and Christmas Day. No work on any pretense shall be performed on Christmas Day or Independence Day. Any work performed on the other holidays shall be paid for at two (2) times the regular rate of pay.

**HOLIDAY RATE NO. 15:** All work performed on New Year's Day, Memorial Day (Decoration Day), Independence Day (Fourth of July), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Labor Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday will be observed as the holiday.

**HOLIDAY RATE NO. 16:** 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 falls 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.

**HOLIDAY RATE NO. 17:** All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed. No work shall be performed on Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

**HOLIDAY RATE NO. 18:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

**GENERAL WAGE ORDER NO. 55**  
**HOLIDAY RATE SCHEDULE**

**HOLIDAY RATE NO. 19:** 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.

**HOLIDAY RATE NO. 20:** Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

**HOLIDAY RATE NO. 21:** Means the following days are recognized Holidays: Memorial Day, Fourth of July, Thanksgiving Day, Christmas Day and New Year's Day. No work shall be done on Labor Day. When falling on a Sunday and the following Monday is observed as part of the holiday, then that Monday shall be considered as a holiday. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

**HOLIDAY RATE NO. 22:** Means that Employees working on the following legal holidays, namely New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, to be celebrated on either its national holiday or on the day after Thanksgiving whichever is agreed upon, Thanksgiving Day and Christmas Day shall be paid at the rate of double (2) time.

**HOLIDAY RATE NO. 23:** 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.

**HOLIDAY RATE NO. 24:** 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 to the workman unless worked. If workmen are required to work the 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.

**HOLIDAY RATE NO. 25:** 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.

**HOLIDAY RATE NO. 26:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and any additional holidays which may be mutually agreed upon. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. Work performed on Sundays and holidays shall be paid at the double time rate of pay. No work shall be performed on Labor Day.

**HOLIDAY RATE NO. 27:** Means that work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, shall be paid at the rate of double (2) time the regular rate of pay. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. 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 workman unless worked.

**GENERAL WAGE ORDER NO. 55**  
**HOLIDAY RATE SCHEDULE**

**HOLIDAY RATE NO. 28:** Means work done on Sundays and holidays shall be paid for at the double (2) time rate. Holidays recognized shall be as follows: New Years Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day (Veterans' Day shall be celebrated the day after Thanksgiving), Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be celebrated on the following Monday. If a holiday falls on a day other than a Sunday, it shall be celebrated on that date. The contractor may shut down the job the day before or after a holiday.

**HOLIDAY RATE NO. 29:** All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

**HOLIDAY RATE NO. 30:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Sunday, shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday, and paid for at double (2) the straight time rate of pay. If any of the above listed holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday and Sunday –if the holiday falls on Friday or Saturday; or Saturday, Sunday and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay.

**HOLIDAY RATE NO. 31:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as such, shall be paid at the double (2) time 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. 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.

**HOLIDAY RATE NO. 32:** All work performed on recognized holidays shall be paid at the double (2) time rate of pay. No work shall be performed on Labor Day except to save life or property. The following holidays shall be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, to be observed November 11 (or a mutually agreed date of the Friday after Thanksgiving if agreed by other crafts working on project), Thanksgiving Day and Christmas Day. Any holiday which occurs on a Sunday shall be observed the following Monday.

**HOLIDAY RATE NO. 33:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at double (2) times the regular hourly wage rate. When the holiday falls on Sunday, the following Monday shall be observed as the holiday. If any holiday occurs during the work week (Monday through Friday), any work performed over thirty-two (32) hours during that week would be considered overtime and would be paid at one and one-half (1½) times the basic rate of pay. This last sentence is not applicable if a project is on a normal hour four (4) day - ten (10) hour work week.

**HOLIDAY RATE NO. 34:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any one of the above-listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday and paid at double (2) the straight-time rate of pay. Employees working on the Saturday will receive the standard pay for Saturday work.

**GENERAL WAGE ORDER NO. 55  
HOLIDAY RATE SCHEDULE**

**HOLIDAY RATE NO. 35:** All work performed on holidays shall be considered overtime and work performed on these days shall be paid at double (2) time prevailing scale. The holidays of understanding are: New Year's Day, Decoration Day, Independence Day, Veteran's Day, Thanksgiving Day and Christmas Day. Should any of these days fall on Sunday, then the following day shall be observed as the holiday. Under no circumstances shall employees be permitted to work on Labor Day (the first Monday in September).

**HOLIDAY RATE NO. 36:** All work done on New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of double time. When one of the above holidays falls on Sunday, the following Monday shall be observed.

**HOLIDAY RATE NO. 37:** All work performed on Sunday and recognized holidays shall be paid at double (2) time. The following days shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

**GENERAL WAGE ORDER NO. 55**  
**OVERTIME RATE SCHEDULE**

**OVERTIME RATE NO. 1:** 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.

**OVERTIME RATE NO. 2:** Means the regular work day 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. 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., except as may be modified. The starting time may be either advanced or delayed one hour or two hours at the discretion of the Employer. 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 paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, he shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours work week. All necessary overtime and work performed on Saturday, shall be paid at time and one-half (1½) the hourly rate, plus an amount equal to one-half (1/2) 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. When the Missouri Highway and Transportation Commission requests, on heavy highway work, or conditions require that work be performed outside the regular workday the rate of pay shall be the regular hourly pay plus \$1.50 per hour. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates. The additional \$1.50 per hour for hours worked outside the normal workday at the request of the Missouri Highway and Transportation Commission does not apply to shift work.

**OVERTIME RATE NO. 3:** Means the regular work day 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 (1 ½) times the regular rate. If workmen are required to work the recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

**OVERTIME RATE NO. 4:** Means a workday of eight (8) hours, beginning at 8:00 a.m., Monday through Friday shall constitute a forty (40) hour work week. All time over the eight (8) hour day as above defined and all hours worked on Saturday shall be paid at the rate of one and one-half (1 ½) the regular rate of wages. If workmen are required to work the recognized holidays or days observed as such, or on Sunday, they shall received double (2) the regular rate of pay for such work.

**OVERTIME RATE NO. 5:** Means eight (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 a.m. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

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**OVERTIME RATE NO. 6:** Means a regular work day shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided that the following conditions are met:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work 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 receive eight (8) hours pay at the regular hourly rate of pay 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.

**OVERTIME RATE NO. 7:** 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 makeup 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 (1½) shall be paid for all overtime hours worked during the week, Monday through Friday and for all work performed on Saturday. Double time shall be paid for all time worked on Sunday and recognized holidays. When the Missouri Highway and Transportation Commission requests on heavy highway work, work outside the normal working hours shall be paid at the regular hourly rate plus \$2.50 per hour.

**OVERTIME RATE NO. 8:** Means eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday, shall constitute a work week. The regular starting time of a job may be moved not more than two (2) hours prior to 8:00 a.m. However, in no case shall more than eight (8) hours be worked per day without the applicable overtime rate being paid. When job conditions dictate, the Employer shall be allowed to establish a four (4) day, ten (10) hours per day work week. This work week is defined as Monday through Thursday or Tuesday through Friday. All hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the applicable overtime rate. This language is not intended to change the normal five (5) day, eight (8) hour per day work week. All overtime work performed after the regularly scheduled working hours Monday through Friday and Saturday shall be paid for at time & one-half (1½) the regular straight time rate of pay. Sundays and recognized holidays shall be paid for at two (2) times the straight time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate plus 17.3% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half (1½) times the shift hourly rate.

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**OVERTIME RATE NO. 9:** Means eight (8) hours shall constitute a regular day's work Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m. If the employer elects to schedule work on a four (4) ten (10) hour day work week, ten (10) hour work days may be worked. These four (4) ten (10) hour day work weeks may be scheduled either Monday to Thursday with Friday as a make-up day or Tuesday to Friday with no make-up day. When a five (5) day eight (8) hour work week is used, all work performed over eight (8) hours per day shall be compensated at one and one-half (1½) times the basic hourly wage. Work performed on Saturday shall be compensated at time and one-half (1½) times the basic hourly wage. Work performed on Sundays and recognized holidays shall be compensated at double (2) times the basic hourly wage. When a four (4) day ten (10) hour work week is used, all work performed over ten (10) hours per day shall be compensated at time and one-time (1½) times the basic hourly wage. Work performed on Saturday shall be compensated at time and one-half (1½) times the basic hourly wage.

**OVERTIME RATE NO. 10:** Means eight (8) hours shall constitute a day's work between the hours of 7:00 a.m. to 5:00 p.m. from Monday to Friday, inclusive. The work week shall be forty (40) hours, Monday through Friday. Any work in excess of forty (40) hours in one week shall be paid at the applicable overtime rate. At the Employer's option the work week can consist of five (5) eight (8) hour days or four (4) ten (10) hour days. In case of bad weather, or equipment breakdown, Friday may be used as a make-up day if four tens are being worked. If five eights are being worked, Saturday may be used as a make-up day. If the Employer works five eight hour days all time over eight hours per day will be paid at the overtime rate. If the Employer works four ten hour days, all time over ten hours per day will be paid at the overtime rate. Time and one-half (1½) shall be paid for the first two (2) hours of overtime work on any regular work day and any work performed before regular starting time and after regular quitting time and for the first ten (10) hours on Saturday. All work in excess of ten (10) hours regular work day and ten (10) hours on Saturday and all work performed on Sunday and recognized holidays shall be double (2) time.

**OVERTIME RATE NO. 11:** Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate. The regular workday shall begin between the hours of 6:00 a.m. and 9:00 a.m. The Employer may have the option to schedule the 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, holiday or other conditions beyond the control of the Employer, he shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the work week. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate plus an amount equal to one-half (1/2) 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. When the Missouri Highway and Transportation Commission requests that work be done outside the normal working hours the normally applicable pay rate shall be increased by \$1.50 per hour. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates. The additional \$1.50 per hour for hours worked outside the normal workday at the request of the Missouri Highway and Transportation Commission does not apply to shift work.

**OVERTIME RATE NO. 12:** Means eight (8) hours shall constitute a day's work between the hours of 7:00 a.m. to 5:00 p.m. from Monday to Friday, inclusive. In the event the Contractor is unable to work forty (40) hours in this work week due to inclement weather, Saturday may be used as a Make-Up Day. All Make-Up hours worked on Saturday (up to 40 hours for the week) shall be paid at the straight time rate of pay. The Make-Up Day may not be used to Make-Up holidays. Any work in excess of eight (8) hours per day, or forty (40) hours in one week, Monday through Saturday, shall be paid at the time and one-half (1 ½) rate of regular hourly rate, except as provided elsewhere. All work performed on Sundays and holidays shall be paid at the rate of two (2) times the regular hourly rate. At the Employer's option the work week can consist of five (5) eight (8) hour days or four (4) ten (10) hour days. If the Employer uses the option of working four (4) ten (10) hour days, Friday and Saturday can be used as Make-Up Days due to weather related loss of time. When the Employer works the four (4) ten (10) hour day schedule, the rate of time and one-half (1 ½) the regular hourly rate will be paid on all hours over ten (10) hours per day, and over forty (40) hours per week. All work performed on Sundays and holidays shall be paid at two (2) times the regular hourly rate.

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**OVERTIME RATE NO. 13.** Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute unpaid lunch period, with pay at the straight time rate. If the workday starts at 8:00 a.m., the quitting time shall be no later than 4:30 p.m. When separate crews are used, the start time may be adjusted from 6:00 AM through 9:00 AM. The start time may be further adjusted to 9:30 AM throughout the year if required by government agency or municipal ordinance. Time and one-half (1½) shall be paid after eight (8) consecutive hours Monday through Saturday. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. If a crew of another trade working for the employer is receiving overtime pay, the Cement Mason crew shall receive overtime pay. The Employer has the option to schedule the 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 paid at the applicable overtime rate. When an Employer schedules 4-10's, 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. If the Employer elects to work 4-10's Monday through Thursday and is stopped due to inclement weather, 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 the forty (40) hours for the workweek. Shifts may be established when considered necessary by the employer. Shift hours and rates will be as follows. All shifts shall be eight (8) hours plus one-half (1/2) hour for unpaid lunch. First shift will begin at 8:00 a.m. and end at 4:30 p.m. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and will be paid the straight time rate plus \$2.50 per hour premium. The third shift shall start eight hours after the start of the second shift and will be paid the straight time rate plus \$3.50 per hour premium. Shifts will be established for a minimum of three consecutive workdays. If only two shifts are worked, the Employer may regulate the start time to take maximum advantage of daylight hours.

**OVERTIME RATE NO. 14:** 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 work day 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.

**OVERTIME RATE NO. 15:** Means eight (8) hours of work between the hours of eight (8:00) a.m. and four-thirty (4:30) p.m., shall constitute a work day. Forty (40) hours within five (5) days - Monday through Friday, inclusive - shall constitute a work week. The regular starting time in the morning may be moved not more than one hour prior to 8:00 a.m.; however, in no case shall more than eight (8) hours be worked per day without the applicable overtime rate being paid. When job conditions dictate and as required by the employer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 8:00 a.m. to 6:30 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and Holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. This language is not intended to change the normal five (5) days, eight (8) hours per day work week. All overtime work after a regular work day, (8) hours, Monday through Friday shall be paid at time and one-half (1½). All hours worked on Saturday shall be paid at time and one-half. (1½). All other overtime on Sunday and recognized holidays shall be paid for at double (2) the straight-time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 17.3% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. 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.

**OVERTIME RATE NO. 16:** Means eight hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1 ½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

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**OVERTIME RATE NO. 17:** Means eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute a work week. The Employer may at his discretion, vary the starting time by up to one (1) hour, either prior to or after the normal starting time. The Employer may work four (4) ten (10) hour days, either Monday through Thursday or Tuesday through Friday. Overtime will be paid for work outside of the established starting and quitting times. All overtime work between eight (8) hours and ten(10) hours on regular scheduled working days and the first ten (10) hours on Saturday, beginning at the regular starting time, will be paid at time and-half (1½). All other overtime on Saturday, Sunday and recognized holidays shall be paid for at double (2) the straight time rate of pay. If any of the recognized holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday, and Sunday –if the holiday falls on Friday or Saturday; or Saturday, Sunday and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 17.3% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. 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.

**OVERTIME RATE NO. 18:** 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 from 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. When the Missouri Highway and Transportation Commission requests, on heavy highway work, or conditions require that work be performed outside the regular workday the rate of pay shall be the regular hourly pay plus \$2.50 per hour.

**OVERTIME RATE NO. 19:** Minimum requirement per Fair Labor Standards Act means time & one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

**OVERTIME RATE NO. 20:** Means work between the hours of 7:00 a.m. and 6:00 p.m. daily, Monday through Saturday, as assigned by the Employer shall be considered regular hours. Weekend work shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Weekend begins 12:01 a.m. Saturday. Overtime is time worked over forty (40) hours per pay period, and shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

**OVERTIME RATE NO. 21:** Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1 ½) their regular rate of pay for all hours worked.

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**OVERTIME RATE NO. 22:** Means that when working a workday for an Eight Hour Schedule, a maximum of eight (8) hours shall constitute a day's work and shall be between the hours of six (6:00) a.m. and five (5:00) p.m. excepting work that has must be performed according to project owner's specifications; all work necessary previous to or after starting of major crew or machinery, to be performed at the regular rate. Notwithstanding the above, all work done over eight (8) consecutive hours in any one day, lunch excepted, shall be paid at the rate of one and one-half (1 ½) times the basic rate of pay. The Contractor may choose the option of working four (4) ten (10) hour days (Ten Hour Schedule), Monday through Saturday, at straight time. Overtime is to be at the rate of one and one-half (1 ½) times the basic hourly rate for all hours worked over ten (10) in a day or over forty (40) in a week. Forty (40) hours Monday through Saturday, shall constitute one (1) working week and shall be so recognized. All work done after forty (40) hours in any one week, when a crew has worked forty (40) hours at the basic rate of pay during the same week, shall be paid at the rate of one & one-half (1½) times the basic rate of pay. Saturday is to be worked as a make-up day at the straight time hourly rate of pay (up to forty (40) hours that week) provided, that Friday is worked as the first make-up day (weather permitting). The contractor may elect a starting time from 6:00 a.m. to 8:00 a.m. which shall be the regular starting time. Any work before the regular starting time or after the regular quitting time shall be at one and one-half (1½) times the regular rate of pay.

**OVERTIME RATE NO. 23:** Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal workday under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m. with a one (1) hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one & one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workman on the "day shift" shall receive eight (8) hours' pay at the hourly rate for eight (8) hours' work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall received eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours' work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15 % 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.

**OVERTIME RATE NO. 24:** Means eight (8) hours shall constitute a regular work day, Monday through Friday. All work performed in excess of the regular work day and on Saturday shall be compensated for at one & one-half (1½) times the regular pay. All work accomplished on Sunday and holidays shall be compensated for at double (2) the regular rate of wages. 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.

**OVERTIME RATE NO. 25:** Means eight (8) hours shall constitute a regular day's work with the work week being Monday through Sunday between the hours of 6:00 a.m. and 6:00 p.m. If an Employer elects to schedule work on a four (4) day ten (10) hour per day work week, ten (10) hour workdays may be worked. Any work performed in excess of forty (40) hours per week or any work performed in excess of ten (10) hours on any workday will be compensated at one and one-half (1½) times the basic hourly wage. Saturday will be compensated at time and one-half (1½). Any work performed on Sundays and recognized holidays shall be compensated at two (2) times the basic hourly wage.

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**OVERTIME RATE NO. 26:** Means 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 9<sup>th</sup> and 10<sup>th</sup> hour, Monday through Friday, shall be paid at time and one-half (1 ½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1 ½) 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.

**OVERTIME RATE NO. 27:** Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time & one-half (1½) for all work performed on Sundays and recognized holidays. Double (2) time shall be paid for time worked on Sundays or holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday work. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevents work, in which event, the starting time may be delayed, but not later than 12:00 noon. Where one of the recognized holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at time & one-half (1½).

**OVERTIME RATE NO. 28:** Means a regular work week shall consist of not more than forty (40) hours of work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time & one-half (1½) for all work performed on Sundays and holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevent work, in which event, the starting time may be delayed, but not later than 12:00 noon. 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 to the worker(s) unless worked.

**OVERTIME RATE NO. 29:** Means a regular work week shall consist of not more than forty (40) hours work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays or days observed as such. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work at the same job site are receiving double (2) time pay for that Sunday or holiday. If a job can't work forty (40) hours Monday through Saturday because of inclement weather or other conditions beyond the control of the Employer, Friday and Saturday may be worked as make up days 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). Make up days shall not be utilized for days lost to holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, including requirements of the owner, prevent work. In such event the starting time may be delayed but not later than 12:00 noon. When the contractor elects to establish other working hours the rate of pay shall be the regular hourly rate plus \$0.50 per hour. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours shall be paid at time & one-half (1½).

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**OVERTIME RATE NO. 30:** Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period with pay at the straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 9:00 a.m. with the starting time to be determined by the Employer. This adjustable start 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 workweek shall begin Monday at the established starting time. The Employer may establish a four (4) ten (10) hour shift exclusive of a 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, holiday, 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. 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 in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time & 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. 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 two dollars and fifty cents (\$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 plus the two dollar and fifty cents (\$2.50) per hour premium. Shift Work: Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows: First Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Second Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Third Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cent (\$2.50) per hour premium for eight (8) hours work, and the third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cent (\$3.50) per hour premium for eight (8) 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 at greater than eight (8) hours with the excess hours to be paid at overtime rate.

**OVERTIME RATE NO. 31:** Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). A workday is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, in which event, the starting time may be advanced or delayed. Workers shall receive time and one-half (1½) for all work performed on recognized holidays or days observed as such.

**OVERTIME RATE NO. 32:** Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (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 work day 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). Make-up days shall not be utilized for days lost due to Holidays. 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.

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**OVERTIME RATE NO. 33:** Means the work day shall consist of eight (8) hours worked between 7:00 a.m. and 4:30 p.m. Forty (40) hours will constitute the work week from Monday through Friday, inclusive. Up to four (4) hours of overtime work per day performed before or after the assigned normal work day, (twelve (12) continuous hours, starting no earlier than 6:00 a.m., Monday through Friday), shall be paid at a rate of one and one-half times (1.5x) that employee's hourly rate. Any additional overtime, Monday through Friday, shall be paid at two times (2x) the regular rate of pay. The first eight hours of overtime work on Saturday shall be paid at the rate of one and one-half times (1.5x) the regular rate of pay. Hours worked in excess of eight (8) hours on Saturday shall be paid at two times (2x) the regular rate of pay. Double time shall be paid for work performed on Sundays, recognized legal holidays or days that may be celebrated as such as designated by the federal government. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall be paid at the regular hourly rate plus two dollars (\$2.00) per clock hour. All shifts for work performed between the hours of 12:30 a.m. and 9:00 a.m. shall be paid at the regular hour rate plus four dollars (\$4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1.5x) the "shift" hourly rate.

**OVERTIME RATE NO. 34:** The Employer may choose, at his discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". All work performed on Sundays and recognized holidays shall be paid for at the rate of double (2) time. All Saturday work shall be paid for at the rate of time and one-half (1½) the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half (1½) the regular wage scale until midnight and double (2) time after midnight except make-up time will be allowed under the following condition: In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day can be granted. Then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

**OVERTIME RATE NO. 35:** 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). Sundays 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).

**OVERTIME RATE NO. 36:** Means the Employer may choose, at his discretion, to work five eight-hour days or four ten-hour days with a Friday make-up day. Overtime shall be paid after eight hours when working "five eights" and after ten hours when working "four tens", and Saturdays at time and one-half (1½) the base rates. Any hours worked on Sunday and recognized Holidays shall be paid at 2 times the base rate.

**OVERTIME RATE NO. 37:** Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and Noon (12:00) on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday work will be paid time and one-half (1½) the regular hourly rate of pay. Work performed on Sundays and recognized holidays shall be paid at double (2) time the regular hourly rate of pay. Saturdays can be a make-up day if weather has forced a day off. But only in the week of the day being lost. Any time worked before six (6) hours before Noon (12:00) or after six (6) hours after Noon (12:00) will be paid at the time and one-half (1½) the regular hourly rate of pay.

**OVERTIME RATE NO. 38:** Means a normal work week shall be Monday through Friday. Normal hours of work shall consist of eight and one-half (8½) consecutive hours per workday between 7:00 a.m. and 5:00 p.m., which includes one-half (1/2) hour for lunch. A 4-10 hour day work week Monday through Thursday or Tuesday through Friday may be worked at the contractor's request. Days must be consecutive. Time and one-half (1½) shall be paid for the first two (2) hours of overtime on any regular work day, Monday through Friday, and any work performed before regular starting time and after regular quitting time. Saturday work shall be paid at one and one-half (1½) times the regular rate of pay for the first ten (10) hours. All other overtime will remain as double (2) time, including Sundays and recognized holidays.

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**OVERTIME RATE NO. 39:** Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 7:00 A.M. and 9:00 A.M. Time and one-half (1½) shall be paid for work performed on a regular work day before the regular starting time and after the regular quitting time. Double (2) time shall be paid for work performed on Sunday and holidays. At the discretion of the Employer, Saturday can be used for a make-up day. The Employer when working on highway and road work may have the option to schedule the work week for his paving crew only 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 or her forty (40) hours.

**OVERTIME RATE NO. 40:** Means eight (8) hours shall constitute a regular days' work between the hours of 8:00 a.m. and 5:00 p.m. with an hours' intermission for lunch; and forty (40) hours shall constitute a regular work week from Monday through Friday. A four (4) ten (10) hour day work schedule may be worked Monday through Thursday (Tuesday through Friday in the event a holiday is celebrated on a Monday) or a Tuesday through Friday (Monday through Thursday in the event a holiday is celebrated on Friday). If the parties work the four ten-hour day work week the following shall apply:

- (a) Ten (10) consecutive hours shall constitute a days work between the hours of 7:00 a.m. and 5:30 p.m. One-half (1/2) hour shall be set aside for an unpaid lunch period.
- (b) Friday may be used as a make-up day when the scheduled work week was interrupted and time lost of seven (7) hours or more was incurred.

Time and one-half (1 ½) will be paid for all time worked in excess of the regular working day and Saturday; double (2) time will be paid for all work performed on Sundays and recognized legal holidays.

**OVERTIME RATE NO. 41:** Means eight (8) hours shall constitute a 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 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), 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 (1 ½) 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.

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**OVERTIME RATE SCHEDULE**

**OVERTIME RATE NO. 42:** Means eight (8) hours shall constitute the regular workday except when the Employer elects to work Four, 10-Hour days as explained in this Section with starting time to be between the hours of 6:00 a.m. and 9:00 a.m. as determined by the Employer. 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. Overtime is to be paid after eight (8) hours at the rate of time and one-half (1½). 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 of time and one-half (1½). 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, unless work is halted due to inclement weather (rain, snow, sleet falling). The work week is to begin on Monday. Time and one-half (1½) shall be paid for Saturday work. Double (2) time shall be paid for Sunday work and work performed on recognized holidays. When the Missouri Highway and Transportation Commission requests, on heavy highway work, or conditions require that work be performed outside the regular workday the rate of pay shall be the regular hourly pay plus \$1.50 per hour.

**OVERTIME RATE NO. 43:** Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

**OVERTIME RATE NO. 44:** Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer 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. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. 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. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7½) hours' work for eight hours pay, exclusive lunch time, and the third or the graveyard shift consist of seven (7) hours' work for eight (8) hours' pay, exclusive of lunch time. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiply shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and six a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three operation, that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at one-half (1/2) hour intervals.

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OVERTIME RATE SCHEDULE**

**OVERTIME RATE NO. 45:** Means the normal work week shall consist of five (5) eight (8) hour days for a total of forty (40) hours, starting on Monday at 8:00 a.m. and ending on Friday at 4:30 p.m. The starting time can be flexible between 6:00 a.m. and 8:00 a.m., and ending at 2:30 p.m. or 4:30 p.m. respectively. All work before the designated starting time and after the quitting time shall be paid for at the rate of time and one-half (1½). An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Any work started after 12:00 midnight Sunday, will be classified as time and one-half (1½) up to the legal starting time on Monday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and Holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

**OVERTIME RATE NO. 46:** Means eight (8) hours per day shall constitute a standard work day between the hours of 7:00 a.m. and 5:00 p.m. The standard work week shall be forty (40) hours between 7:00 a.m. on Monday and ending 5:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

**OVERTIME RATE NO. 47:** Means eight (8) hours shall constitute a normal day's work as follows: 7:00 – 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 3:30 – 4:30 p.m. Monday through Friday. The lunch break may be of sixty (60) minutes duration and quitting time delayed accordingly. Employees working before or after these specified hours shall be paid at the rate of time and one-half (1 ½) the regular rate of pay. Sunday and Holiday work shall be double (2) time. Employees failing to work a regular forty (40) hour week due to inclement weather may work on Saturday at the regular rate of pay. During periods of intemperate summer weather, the working day may begin at 6:00 a.m. and straight time shall be paid for eight (8) hours of work.

**OVERTIME RATE NO. 48:** 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.

**OVERTIME RATE NO. 49:** Means eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. Forty (40) hours shall constitute a week's work, Sunday through Saturday. In the event time is lost due to weather or conditions beyond the control of the Employer, the Employer may schedule work on Saturday at straight time. All work over eight (8) hours in one day, forty (40) hours in one week, or on Saturday (except as herein provided) shall be classified as overtime and be paid at the rate of time and one-half (1½). All work on Sunday or recognized holidays shall be classified as overtime and be paid at the rate of double (2) time. When the four (4) day ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods. Forty (40) hours per week shall constitute a week's work Sunday through Saturday inclusive. In the event the job is down for reasons beyond the contractors 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.

**GENERAL WAGE ORDER NO. 55  
OVERTIME RATE SCHEDULE**

**OVERTIME RATE NO. 50:** Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

**OVERTIME RATE NO. 51:** Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over (ten) 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 work day 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 work day 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.

**OVERTIME RATE NO. 52:** Means there is a flexible starting time where there shall be no restrictions on starting or stopping times per day. Except as specified, eight (8) hours a day shall constitute a standard workday and forty (40) hours per week shall constitute a week's work, which shall begin on Sunday and end on Saturday. All time worked outside of the eight-hour (8) standard workday, and on Saturday shall be classified as overtime and paid at 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 Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty-hour (40) week. When the four (4) ten-hour day work week schedule is in effect, the standard work day shall be consecutive ten (10) hour periods, exclusive of the thirty (30) minute lunch period. 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 extend ten (10) hours or forty (40) hours per week. Starting time will be designated by the Employer. If an employee absents himself from work during a regularly scheduled work week, consisting of four (4) ten (10) hour days, he shall be required to work Friday and/or Saturday at straight time for the ten (10) hours of such days, as appropriate. When the five-day, eight (8) hour work week is in effect, forty 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, the 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. If an employee absents himself from work during a regular scheduled work week consisting of five (5) eight (8) hour days, he shall be required to work Friday and/or Saturday at straight time for the first eight (8) hours of such days, as appropriate. The Employer shall have the option of changing the regular workday or work week on any job when conditions as stipulated by the owner or the operating authority require accommodations by the Employer. Starting time may be adjusted to fit circumstances of the Employer.



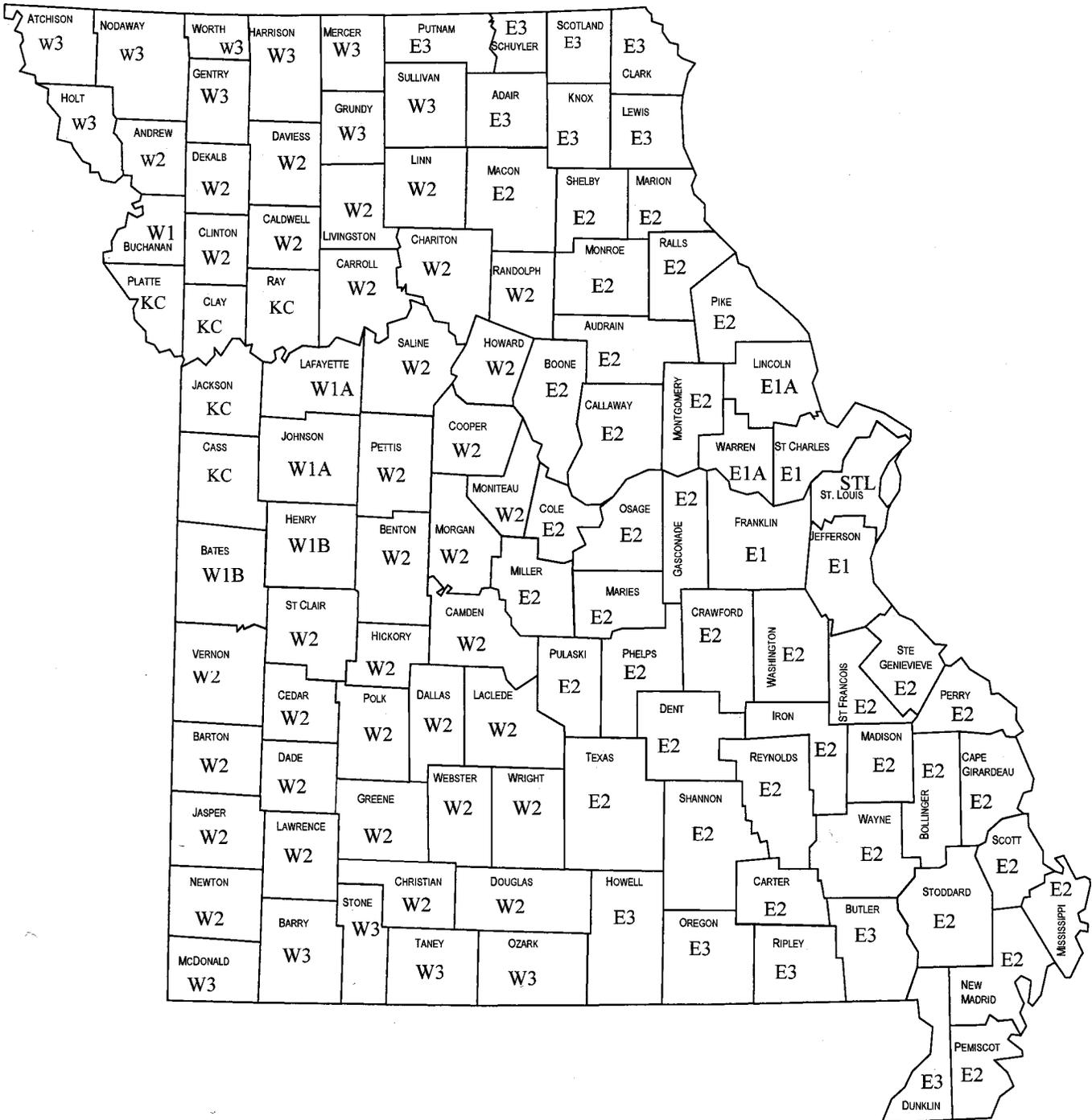
To: Missouri Highway and Transportation Commission  
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes  
Prevailing Hourly Wage Rates for Occupations  
**LABORER**

For the entire Counties of the following Areas:

<u>ST. LOUIS AREA</u> General Laborer ----- \$28.17 Skilled Laborer ----- \$28.17  Total Fringes ----- \$12.07		<u>KANSAS CITY AREA</u> General Laborer ----- \$26.64 Skilled Laborer ----- \$27.85  Total Fringes ----- \$12.49	
OVERTIME RATE	NO. 30	OVERTIME RATE	NO. 27
HOLIDAY RATE	NO. 12	HOLIDAY RATE	NO. 10

	<u>AREA</u>	<u>AREA</u>	<u>AREA</u>	<u>AREA</u>	<u>AREA</u>	<u>AREA</u>
	W-1A	W-2	E-1	E-2	E-3	E-5
General Laborer -	\$23.29	\$21.74	\$26.61	\$28.08	\$25.16	\$26.66
Skilled Laborer -	\$23.64	\$22.29	\$27.21	\$28.08	\$25.76	\$27.26
Total Fringes	\$ 11.14	\$ 10.89	\$ 10.92	\$ 11.05	\$ 10.92	\$ 10.92
	<u>AREA</u>					
	W-1					
General Laborer -	\$23.54					
Skilled Laborer -	\$23.89					
Total Fringes	\$11.04					
OVERTIME RATE NO.	28	28	44	41	44	44
HOLIDAY RATE NO.	9	9	18	16	18	18

# TRUCK DRIVER-TEAMSTER – AREAS BY COUNTIES



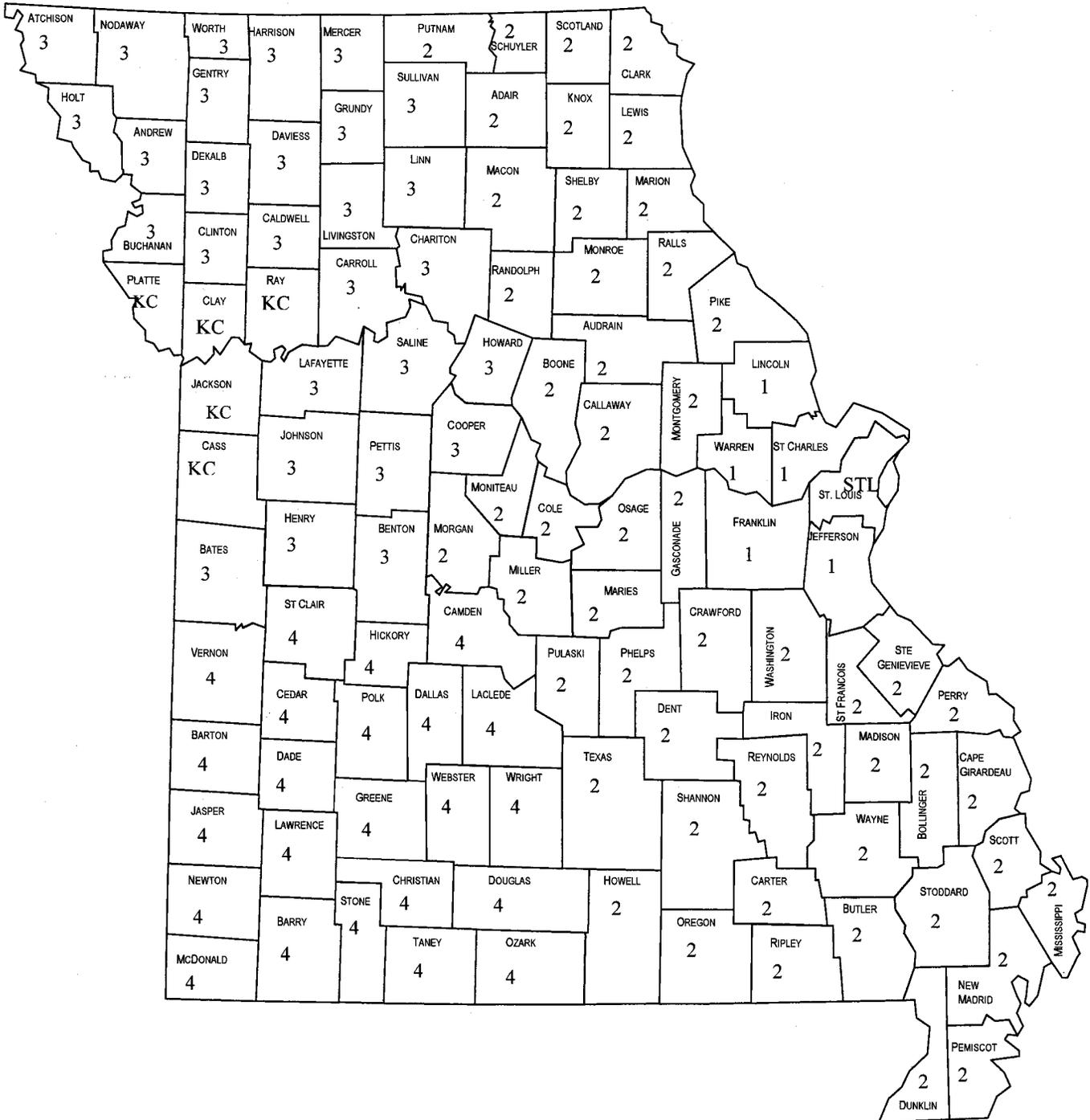
To: Missouri Highway and Transportation Commission  
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes  
Prevailing Hourly Wage Rates for Occupations  
**TRUCK DRIVER-TEAMSTER**  
For the entire Counties of the following Areas:

<u>ST. LOUIS (STL) AREA</u>		<u>KANSAS CITY (KC) AREA</u>	
Group I -----	\$27.05	<u>Area-KC-1</u>	
Group II -----	\$27.25	Group I -----	\$29.19
Group III -----	\$27.35	Group II -----	\$29.19
Group IV -----	\$27.35	Group III -----	\$29.19
		Group IV -----	\$29.19
Total Fringes -----	\$9.045	Total Fringes -----	\$11.65
OVERTIME RATE	NO. 42	OVERTIME RATE	NO. 27
HOLIDAY RATE	NO. 22	HOLIDAY RATE	NO. 10

	<u>AREA</u> W1	<u>AREA</u> W1A	<u>AREA</u> W1B	<u>AREA</u> W2	<u>AREA</u> W3
Group I	\$27.48	\$27.93	\$26.72	\$26.72	\$25.99
Group II	\$27.59	\$28.04	\$26.88	\$26.88	\$26.15
Group III	\$27.63	\$28.08	\$26.87	\$26.87	\$26.14
Group IV	\$27.70	\$28.15	\$26.99	\$26.99	\$26.26
Total Fringes	\$ 9.85	\$10.40	\$10.40	\$10.40	\$10.40
OVERTIME RATE	NO. 31	NO. 31	NO. 31	NO. 31	NO. 31
HOLIDAY RATE	NO. 11	NO. 11	NO. 11	NO. 11	NO. 11

	<u>AREA</u> E1	<u>AREA</u> E1A	<u>AREA</u> E2	<u>AREA</u> E3
Group I	\$28.93	\$27.58	\$26.57	\$25.84
Group II	\$29.04	\$27.69	\$26.73	\$26.00
Group III	\$29.08	\$28.73	\$26.72	\$25.99
Group IV	\$29.15	\$27.80	\$26.84	\$26.11
Total Fringes	\$ 9.85	\$ 9.85	\$ 9.85	\$ 9.85
OVERTIME RATE	NO. 14	NO. 14	NO. 14	NO. 14
HOLIDAY RATE	NO. 5	NO. 5	NO. 5	NO. 5

# OPERATING ENGINEER – AREAS BY COUNTIES

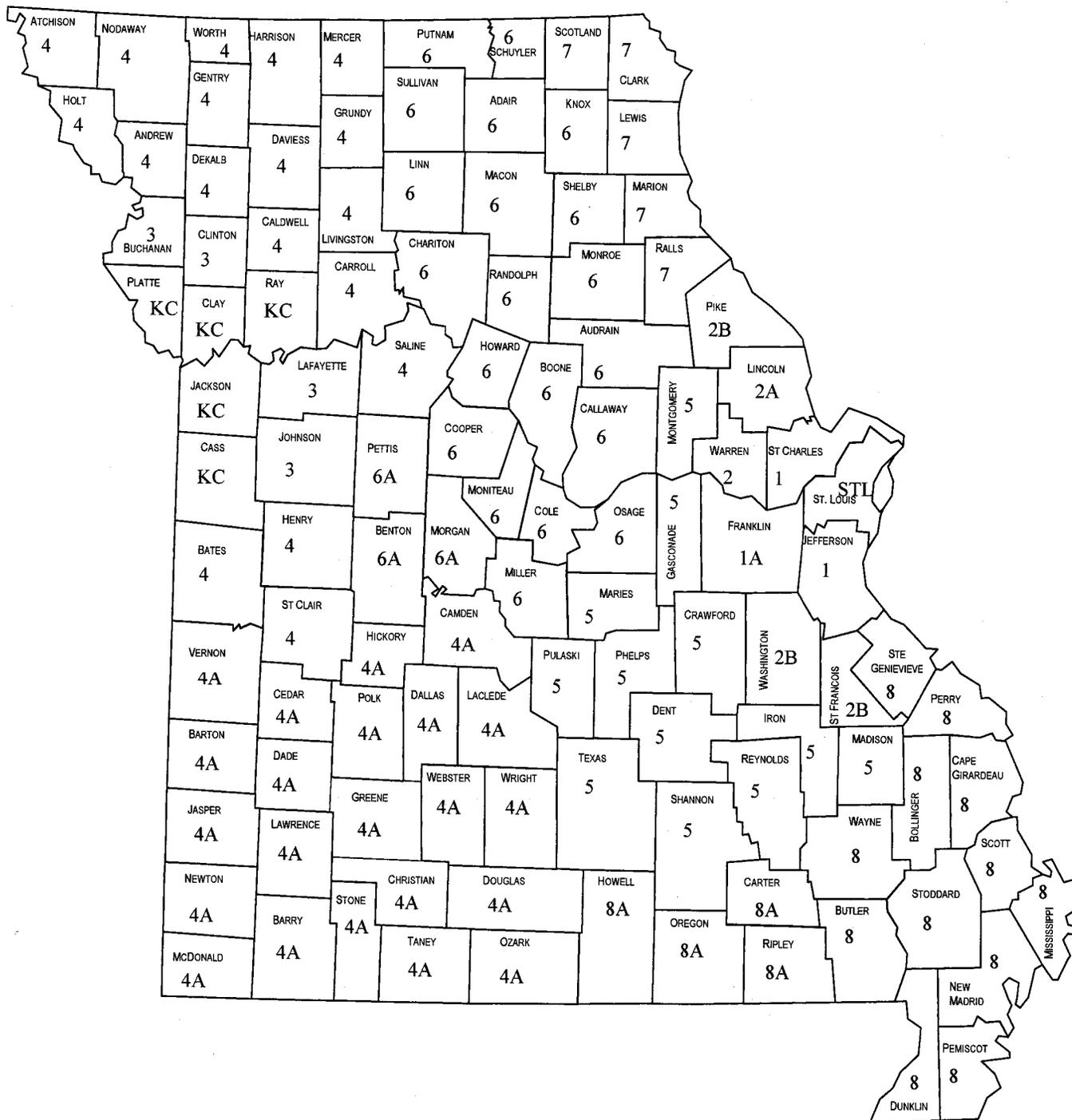


To: Missouri Highway and Transportation Commission  
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes  
Prevailing Hourly Wage Rates for Occupations  
**OPERATING ENGINEER**  
For the entire Counties of the following Areas:

<u>AREA</u>	<u>HOURLY RATES</u>	<u>FRINGE BENEFITS</u>	<u>OVERTIME RATE</u>	<u>HOLIDAY RATE</u>
St. Louis (STL)	Group I ----- \$29.11	Total Fringes -- \$21.36		
	Group II ----- \$29.11			
	Group III ----- \$27.21		11	23
	Group IV ----- \$23.75			
	Oiler-Driver ----- \$23.75			

	<u>AREA</u> KC	<u>AREA</u> 1	<u>AREA</u> 2	<u>AREA</u> 3	<u>AREA</u> 4
Group I	\$32.33	\$29.11	\$24.89	\$29.94	\$26.71
Group II	\$31.29	\$29.11	\$24.54	\$29.54	\$26.36
Group III	\$31.29	\$27.81	\$24.34	\$29.54	\$26.16
Group IV	\$28.82	\$24.35	\$20.69	\$27.54	\$24.11
Oiler-Driver	\$30.17	\$24.81	\$20.69	\$27.54	\$24.11
Total Fringes	\$13.88	\$21.36	\$21.33	\$13.76	\$11.81
OVERTIME RATE NO.	27	2	3	29	29
HOLIDAY RATE NO.	10	23	24	2	2

# CARPENTER – AREAS BY COUNTIES



To: Missouri Highway and Transportation Commission  
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes  
Prevailing Hourly Wage Rates for Occupations

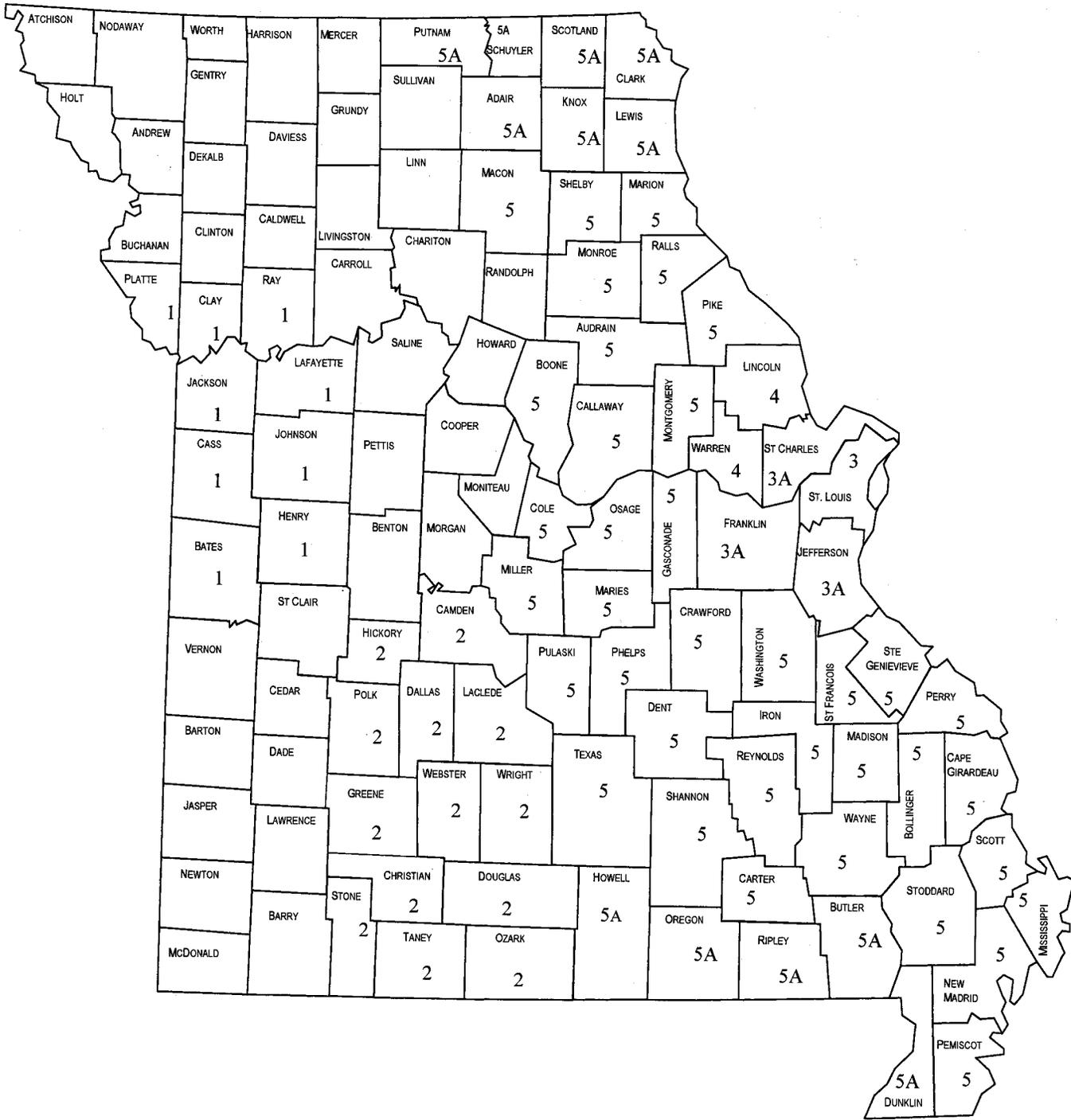
**CARPENTER**

For the entire Counties of the following Areas:

Journeyman Millwright Piledriver				
AREA	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL	\$33.23	\$ 12.40	7	25
KC	<b>\$36.05</b>	<b>\$ 13.05</b>	5	29

	<u>AREA</u> 1	<u>AREA</u> 1A	<u>AREA</u> 2	<u>AREA</u> 2A	<u>AREA</u> 2B	<u>AREA</u> 3
Hourly Rate	\$33.38	\$31.23	\$30.73	\$30.34	\$29.39	\$28.82
Total Fringes	\$13.15	\$13.15	\$13.15	\$13.15	\$13.15	\$12.35
	<u>AREA</u> 4	<u>AREA</u> 4A	<u>AREA</u> 5	<u>AREA</u> 6	<u>AREA</u> 6A	<u>AREA</u> 7
Hourly Rate	\$28.17	\$27.82	<b>\$28.68</b>	\$29.52	\$28.22	\$28.83
Total Fringes	\$12.35	\$12.35	\$13.15	\$12.35	\$12.35	\$13.15
	<u>AREA</u> 8	<u>AREA</u> 8A				
Hourly Rate	\$28.67	\$27.75				
Total Fringes	\$13.17	\$13.17				
OVERTIME RATE	Areas Numbered: 3, 4, 4A, 6 and 6A					NO. 32
OVERTIME RATE	Areas Numbered: 1, 1A, 2, 2A, 2B, 5, 7, 8 and 8A					NO. 51
HOLIDAY RATE	All Areas Numbered: 1 through 8A					NO. 4

# TRAFFIC CONTROL SERVICE DRIVER – AREAS BY COUNTIES

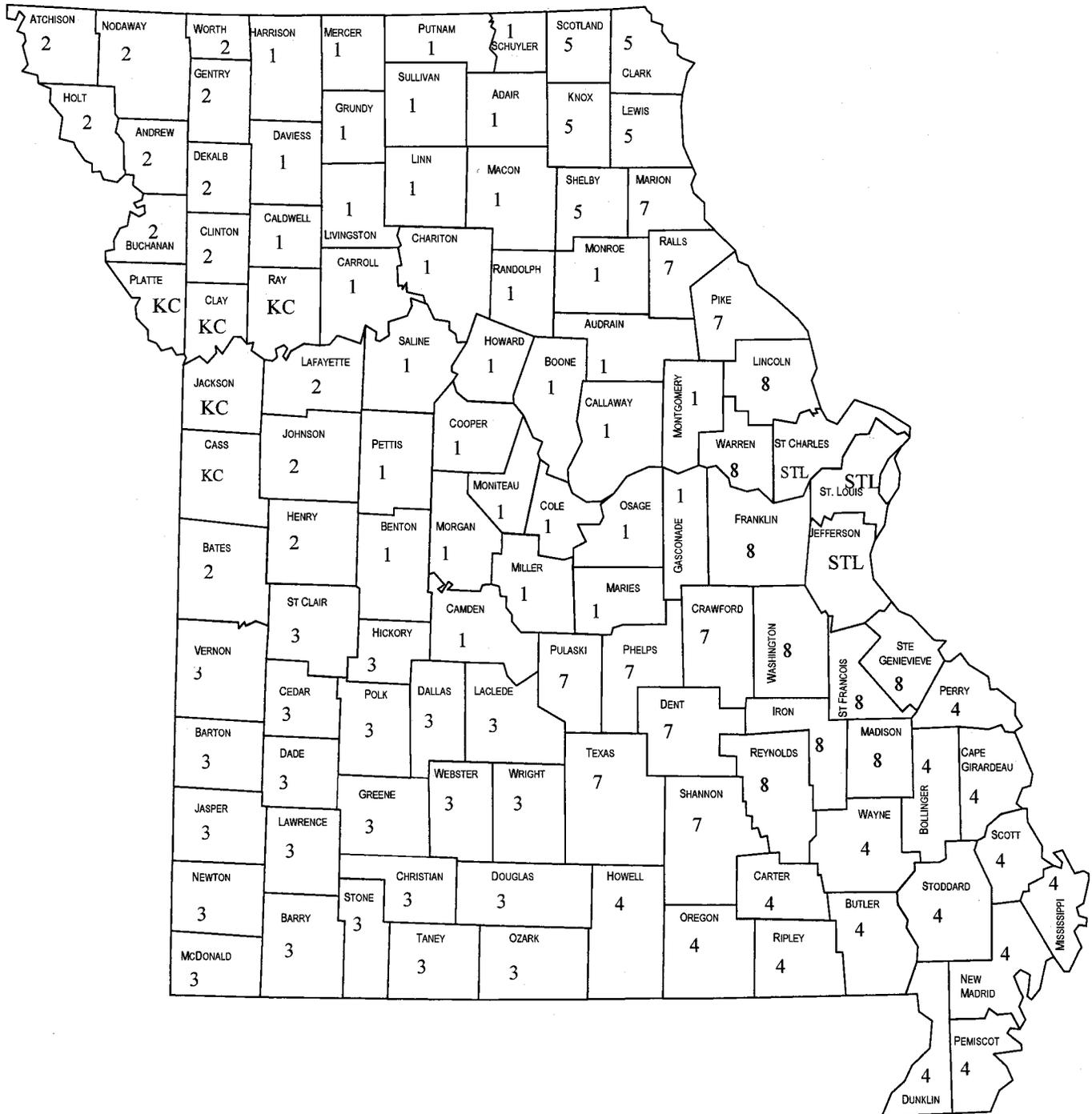


To: Missouri Highway and Transportation Commission  
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes  
Prevailing Hourly Wage Rates for Occupations  
**TRAFFIC CONTROL SERVICE DRIVER**  
For the entire Counties of the following Areas:

AREAS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
1	\$15.35	\$ 2.71	21	6
2	\$16.35	\$ 2.75	21	6

	<u>AREA</u> STL 3	<u>AREA</u> 3A	<u>AREA</u> 4	<u>AREA</u> 5	<u>AREA</u> 5A
Hourly Rate	\$27.35	\$28.775	\$27.425	\$26.415	\$25.685
Total Fringes	\$9.045	\$9.045	\$9.045	\$9.045	\$9.045
OVERTIME RATE	No. 42	No. 14	No. 14	No. 14	No. 14
HOLIDAY RATE	No. 22	No. 5	No. 5	No. 5	No. 5

# CEMENT MASON – AREAS BY COUNTIES



To: Missouri Highway and Transportation Commission  
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes  
Prevailing Hourly Wage Rates for Occupations  
**CEMENT MASON**  
For the entire Counties of the following Areas:

AREAS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL	\$28.70	\$ 14.56	13	26
KC	\$28.84	\$ 13.63	27	10
1	\$25.43	\$ 10.45	48	16
2	\$30.28	\$ 15.50	50	20
3	\$21.76	\$ 8.54	49	20
4	\$24.25	\$ 12.40	4	27
5	\$22.57	\$ 16.93	22	28
7	\$25.54	\$ 14.48	39	12
8	\$27.53	\$ 14.48	13	26

# IRON WORKER – AREAS BY COUNTIES



To: Missouri Highway and Transportation Commission  
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes  
Prevailing Hourly Wage Rates for Occupations

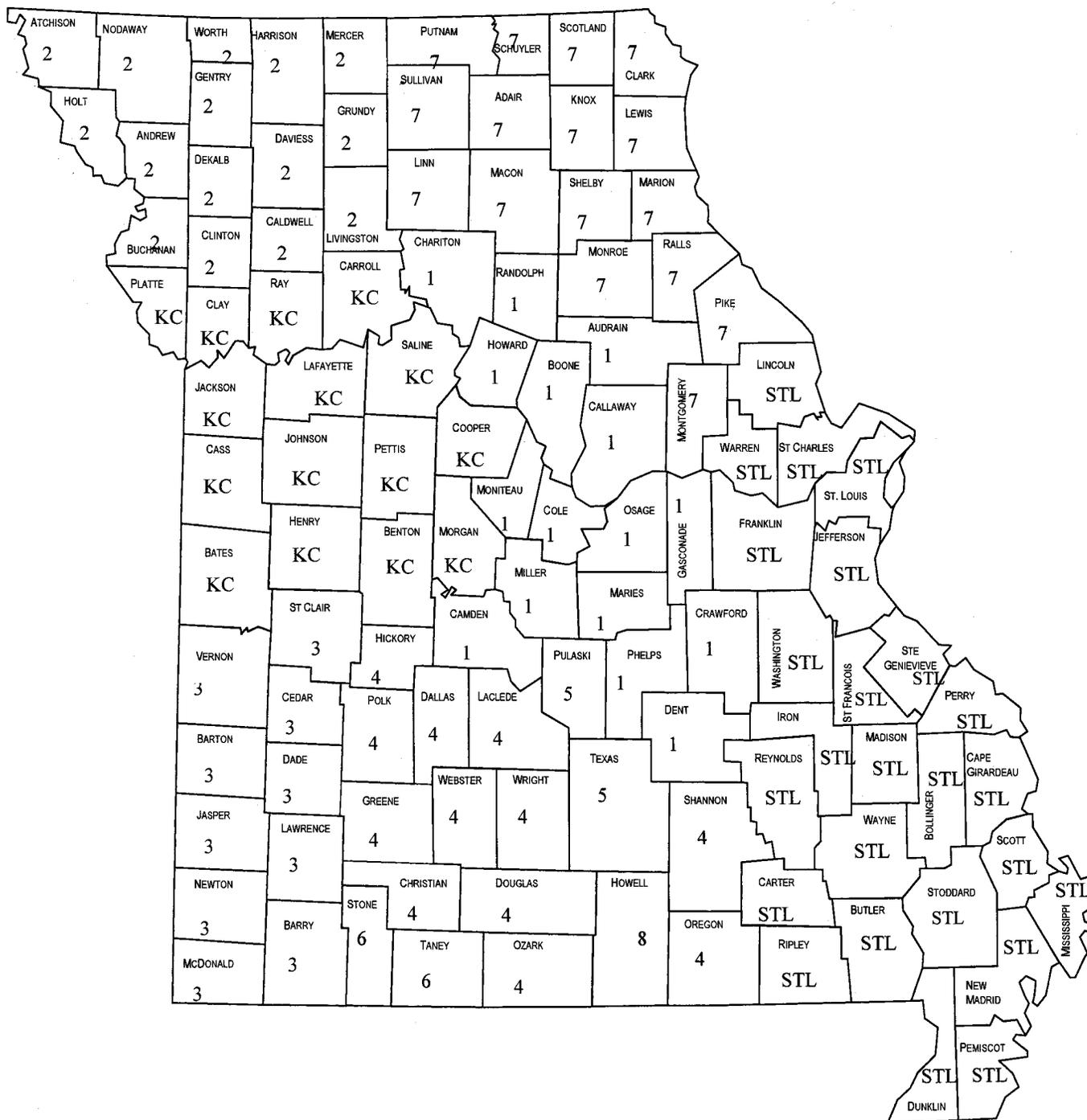
**IRONWORKER**

For the entire Counties of the following Areas:

AREAS	HOURL RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL-1	\$31.98	\$18.275	18	1
STL-2	\$27.51	\$18.30	18	1
KC-1	\$28.50	\$24.30	43	17
KC-2	\$25.50	\$24.30	43	17
1	\$23.87	\$15.72	10	32
2	\$22.10	\$11.30	25	18
3	\$24.00	\$16.31	38	7

AREA	COUNTY	HOURLY RATE + FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
4	Barry County	\$24.50 + \$21.50	43	17
4	Butler County	\$25.00 + \$22.90	43	17
4	Callaway County	\$30.98 + \$17.675	18	1
4	Carroll County	\$28.00 + \$22.90	43	17
4	Lawrence County	\$25.00 + \$22.90	43	17
4	McDonald County	\$25.00 + \$22.90	43	17
4	New Madrid County	\$25.00 + \$22.90	43	17
4	Newton County	\$25.00 + \$22.90	43	17
4	Randolph County	\$28.00 + \$22.90	43	17
4	Texas County	\$25.00 + \$22.90	43	17

# ELECTRICIAN, INSIDE WIREMAN – AREAS BY COUNTIES

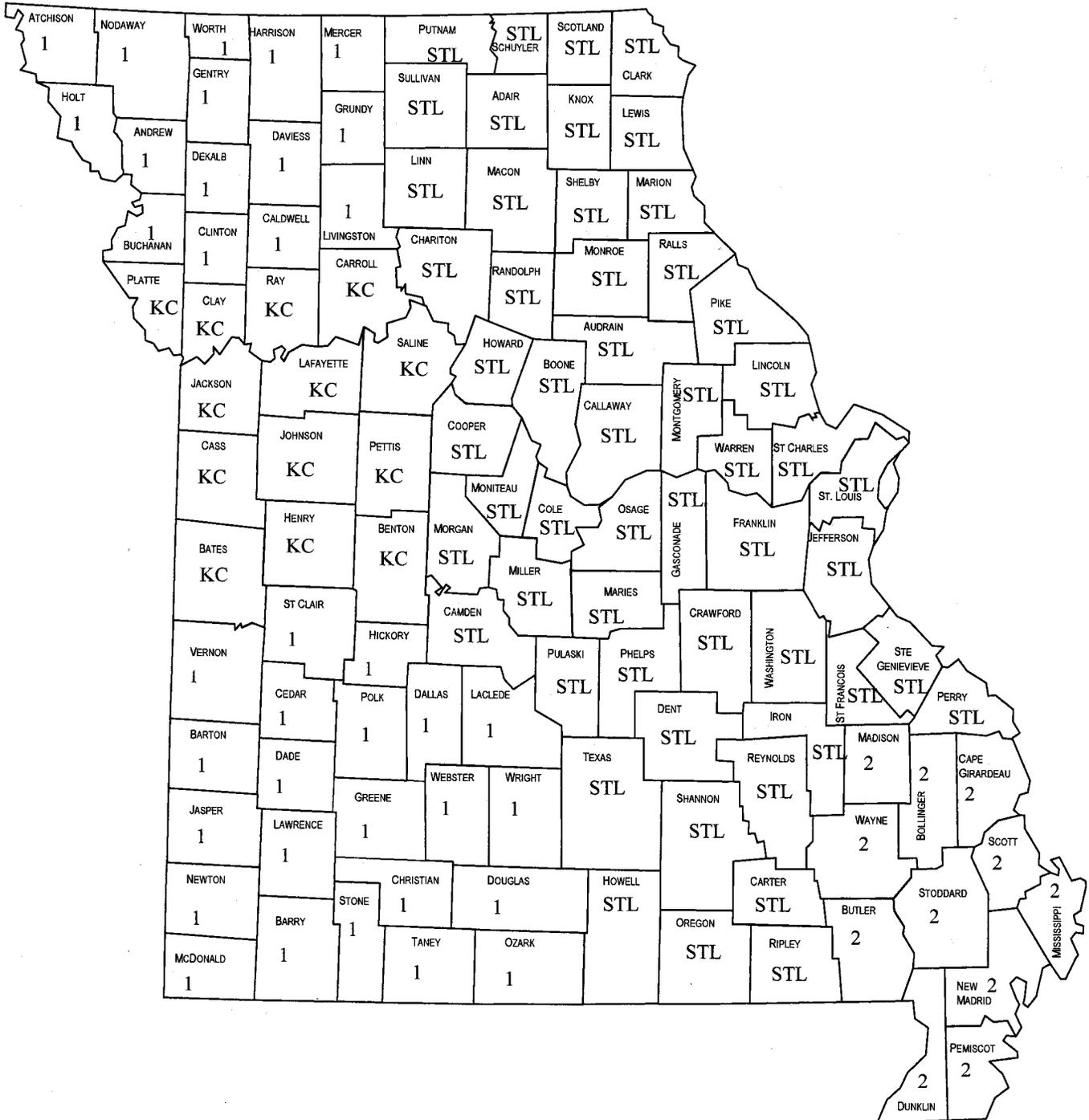


To: Missouri Highway and Transportation Commission  
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes  
Prevailing Hourly Wage Rates for Occupations  
**ELECTRICIAN, INSIDE WIREMAN**  
For the entire Counties of the following Areas:

AREAS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL	\$31.00	\$ 9.56 + 37.5%	33	15
KC	\$33.83	\$15.25 + 10%	23	8
1	\$30.18	\$11.94 + 13%	6	15
2	\$30.85	\$ 5.40 + 22%	17	30
3	\$24.00	\$ 10.96 + 8%	15	18
4	\$23.93	\$11.17 + 10%	8	34
5	\$28.58	\$11.17 + 10%	8	34
6	\$19.72	\$ 10.77 + 10%	8	34
7	\$28.16	\$ 5.35 + 35%	1	31

AREA	COUNTY	HOURLY RATE + FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
8	Howell County	\$12.00	19	--

# ELECTRICIAN, OUTSIDE – AREAS BY COUNTIES



To: Missouri Highway and Transportation Commission  
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes  
Prevailing Hourly Wage Rates for Occupations  
**ELECTRICIAN, OUTSIDE**  
For the entire Counties of the following Areas:

AREAS	CLASSIFICATIONS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL	Journeyman Lineman Lineman Operator Groundman	\$35.03 \$30.24 \$23.38	\$ 4.75 + 42%	26	19
KC	Journeyman Lineman Lineman Operator Groundman	\$38.40 \$35.82 \$25.44	\$ 5.00 + 34.5%	16	20
1	Journeyman Lineman Lineman Operator Groundman	\$37.10 \$35.12 \$23.98	\$ 5.00 + 34.5%	16	20
2	Journeyman Lineman Lineman Operator Groundman	\$40.85 \$29.50 \$23.34	\$ 5.11 + 29.75%	40	15



To: Missouri Highway and Transportation Commission  
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes  
Prevailing Hourly Wage Rates for Occupations  
**PAINTER**  
For the entire Counties of the following Areas:

AREAS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL	\$29.00	\$ 12.33	46	13
KC	\$28.31	\$ 13.37	34	17
1	\$20.80	\$ 10.92	35	15
2	\$24.43	\$ 11.17	36	3
3	\$19.26	\$ 11.74	20	21
4	\$19.69	\$ 10.39	45	35
5	\$21.79	\$ 10.39	45	35
6	\$23.00	\$ 10.66	37	14
7	\$22.648	\$13.37	34	17

AREAS	COUNTY	HOURLY + FRINGE BENEFITS RATE	OVERTIME RATE	HOLIDAY RATE
8	Howell County	\$14.00 + \$ 3.46	19	--

ALL WAGE RATES SET OUT HEREIN ARE  
THOSE CURRENTLY REFLECTED BY THE  
INFORMATION CONTAINED IN OUR WORKING  
FILE AT THE TIME OF PUBLICATION.