

**MISSOURI DEPARTMENT OF TRANSPORTATION
PROCUREMENT DEPARTMENT
3025 East Kearney Street
Springfield, MO 65803**

REQUEST NO.	SW-12-003AM		
DATE	July 7, 2011		
PAGE NO.	1	NO. OF PAGES	18

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

1:00 p.m., Local Time, August 1, 2011

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered
Polk County US Route 13 and Dry Sac River

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: Andy McNeill, CPPB

BUYER TELEPHONE: 417-895-7645

BUYER EMAIL:

Andrew.McNeill@modot.mo.gov

SUPPLIES OR SERVICES

STREAMBANK STABILIZATION – POLK COUNTY

To establish a contract to furnish “**Streambank Stabilization**” with an effective date of Notice to Proceed and ending September 15, 2011, in accordance with the following pages.

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.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____

Firm Name: _____

Telephone No.: _____

Address: _____

Fax No.: _____

Federal I.D. No. _____

By (Signature): _____

Email Address: _____

Type/Print Name _____

Is your firm MBE certified? Yes No

Title:
Is your firm WBE certified? Yes No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request for Bid (RFB) seeks bids from qualified organizations to provide Stream Bank Stabilization located in Polk County, Missouri with an effective contract period of Notice to Proceed through September 15, 2011, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids/proposals. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 1:00 p.m., local time, August 1, 2011.**

RFB COORDINATOR:

Andy McNeill, CPPB
Senior Procurement Agent
Missouri Department of Transportation
3025 East Kearney Street
Springfield, MO 65803

PHONE: 417-895-7645

FAX: 417-895-6704

EMAIL: Andrew.McNeill@modot.mo.gov

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of Stream Bank Stabilization as set forth herein.

- 1.2.2 Organization: This RFB is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Page
- 5) Vendor Information and Preference Certification Form
- 6) Anti-Collusion Statement
- 7) Annual Worker Eligibility Verification Affidavit
- 8) Bid Bond
- 9) Terms and Conditions
- 10) Exhibits: (I: Traffic Control examples, II: Location photos and drawings, III: General Wage Order 54).

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide Stream Bank Stabilization on an as needed, if needed basis for the MHTC and 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 MoDOT estimates, but does not guarantee, the purchase of the estimated quantities stated herein.
- 2.1.4 MoDOT reserves the right to obtain "like or similar" products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- 2.1.6 MoDOT reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- 2.1.7 This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.
- 2.1.8 Within 30 calendar days after the execution of the contract, a "Notice to Proceed" will be issued by MoDOT. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

2.2 Specific Requirements:

- 2.2.1 The contractor shall provide MoDOT with Stream Bank Stabilization, at the Dry Sac River on US Route 13 in Polk County.
- 2.2.2 The contractor shall provide equipment, material and manpower necessary for the construction of the improvements shown on the attached plans designated as Exhibit III.
- 2.2.3 Contractor to remove and dispose of approximately 2100 cubic yards of gravel that is deposited under the bridges as shown on Exhibit III. Removal to be accomplished by rubber tired loaders and all material will be picked up and loaded directly into trucks to be hauled off site. If needed, a track excavator may be set up on dry land and remove gravel from excavation area. All gravel will be removed from above the water line and no gravel shall be removed from the water itself.
- 2.2.4 Contractor shall provide and install clean limestone boulders from dry land either from the median or from either side of the bridges as necessary as shown on Exhibit III.
- 2.2.5 Boulders shall be sized as follows:
 - 50% approximately 4'x6'x2' or 3.5 tons/boulder
 - 25% approximately 4'x4'x2' or 2.5 tons/boulder
 - 25% approximately 3'x2'x2' or 0.9 tons/boulder

- 2.2.6 Access to be limited from outer road only. No traffic control needed for this project. No access will be allowed from US Route 13 without approval from MoDOT.
- 2.2.7 Work restrictions: All work must be performed during low flow or “average” water levels. MoDOT reserves the right to limit work by contractor based on river levels.

2.3 Project Contact:

- 2.3.1 All questions concerning this project shall be forwarded to the project contact person listed below.

Darin Hamelink
 District Bridge Engineer
 Missouri Department of Transportation, Southwest District
 3025 East Kearney Street
 Springfield, MO 65803
 Phone: 417-895-7688 Cell: 417-766-3238
 Email: Darin.Hamelink@modot.mo.gov

2.4 Schedule of Work:

The contractor shall begin work upon receiving notification from MoDOT that the executed contract has been finalized. Once work has started the contractor shall complete the work within thirty (30) calendar days minus holidays. The contractor shall notify the project contact in writing or by e-mail one week prior to beginning work. No work will be performed on **holidays** unless specifically authorized by the project contact.

The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. 's Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	September Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

2.5 Utilities JSP-93-26C

For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

<u>Utility Name</u>	<u>Known Required Adjustment</u>
Ms. Cindy Jeffers AT&T Distribution 600 St. Louis Street, RM630 Springfield, MO 65806	None

417-836-7383
email: cindy.jeffers@att.com

Mr. David Barker
Windstream Communications Missouri
P.O. Box 108
Bolivar, MO 65613
417-326-1038
email: david.l.barker@windstream.com

None

2.5.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

2.5.2 The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Section 105.7.3. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

2.5.3 The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the Commission from damages to any utility facilities interruption of service by it or its subcontractor's operation.

2.5.4 It shall be noted by the contractor that MoDOT is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of MoDOT utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Prior to beginning work, the contractor shall request locates from Missouri One Call. The contractor shall also complete the Notice of Intent to Perform Work form located at the Missouri Department of Transportation website:

<http://www.modot.mo.gov/asp/intentToWork.shtml>

The contractor shall submit the form over the web (preferred method) or by fax to the numbers on the printed form. The notice must be submitted a minimum of 2 and a maximum of 10 working days prior to excavation just as Missouri One Call requires.

2.6 Traffic Control

2.6.1 Description. Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Missouri Standard Specifications for Highway Construction, and specifically as follows.

2.6.2 Traffic Management Schedule.

2.6.2.1 Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.

2.6.2.2 The contractor shall notify the engineer prior to lane closures. If the contractor chooses to close a lane of traffic to perform the work he shall provide signing and flagger, or temporary signal operation while the lane of traffic is closed. Signing and sequencing for road closure shall be accordance with Exhibit(s) II. Other Traffic Control Signing for other situations can be found at :

[http://epg.modot.org/index.php?title=616.23 Traffic Control for Field Operations](http://epg.modot.org/index.php?title=616.23_Traffic_Control_for_Field_Operations)

If the contractor chooses to use other traffic control measures than what is found in the aforementioned “Traffic Control for Field Operations” it must be submitted for review and approval by the engineer.

2.6.2.3 The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

2.6.2.4 In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

2.6.2.5 Traffic Congestion. The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone.

2.6.2.6 Traffic Delay. The contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

2.7 Liquidated Damage Requirements:

2.7.1 The bidder is directed to the “*Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions*” attached to the bid documents, regarding the amount and enforcement of liquidated damages.

2.8 Contract/Purchase Order:

2.8.1 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification

2.9 Invoicing and Payment Requirements:

2.9.1 The contractor shall submit an itemized invoice to the Missouri Department of Transportation, District 8, Business and Benefits Office, as specified herein.

2.9.2 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.

2.9.3 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.

2.9.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

- 2.9.5 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits.
- 2.9.6 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.
- 2.9.7 The MHTC reserves the right to purchase goods and services using the state-purchasing card.
- 2.9.8 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. A Federal Excise Tax Exemption Certificate will be furnished to the successful bidder as part of the contracting process.

2.10 Other Contractual Requirements:

- 2.10.1 Contract Period - The contract shall commence from the date of Notice to Proceed until September 15, 2011.
- 2.10.4 Inspection and Acceptance: MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.
- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
 - b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
 - c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
 - d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.
- 2.10.5 Insurance Requirements:
- a. The bidder is directed to the "*Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions*" attached to the bid documents, regarding the amount and types of insurance certificates required to be submitted by the contractor.

3. BID SUBMISSION

3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked "D8PP-11056 Stream Bank Stabilization".
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. "INTRODUCTION AND GENERAL INFORMATION".

- 3.1.3 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and 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 date and time specified for the opening of bids.
- 3.1.4 Open Competition / Request For Bid Document:
- a. 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. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
 - b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
 - c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
 - d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 3.1.5 Proposal/Bid Guaranty/Contract Bond: The bidder is directed to the “*Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions*” attached to the bid documents, regarding Bid Guaranty/Contract Bond requirements.
- 3.1.6 Bid Review: Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.
- 3.1.7 Cost Determination: The low bid shall be determined by adding all of the prices on the pricing pages for the original contract period.
- 3.1.8 Contract Award: The contract will be awarded to the lowest responsive bidder determined as specified above.
- a. Award of this bid will be made on an “All or Nothing” basis using the “lowest and responsible” principle of award.
 - b. Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

4. PRICING PAGE

4.1 The bidder shall provide a firm, fixed price in the table below for the original contract period for providing the deliverables/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 prices stated below. Sign where indicated below and return with all required solicitation documents.

Item #	Description	Original Contract Period <i>Firm, Fixed Price</i>
001	Stream Bank Stabilization – Polk County Route 13 at North Dry Sac River.	\$ _____

Name of the Bidder's Firm

Signature of Authorized Representative

Date Signed

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: If additional space is required, please attach an additional sheet and identify it as <u>Addresses of Missouri Offices or Places of Business.</u>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (<u>M/WBE</u>) 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="text-align: center; width: 33%;"><u>M/WBE Name</u></td> <td style="text-align: center; width: 33%;"><u>Percentage of Contract</u></td> <td style="text-align: center; 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> <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 <u>M/WBE Information</u>		<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

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

ANTI-COLLUSION STATEMENT

STATE OF _____)

_____)

COUNTY OF _____)

SS.

_____ being first

duly sworn, deposes and says that he is _____
Title of Person Signing

of _____

Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

BID BOND

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.

Principal

SEAL

By _____
Signature

Surety

SEAL

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.

Missouri Highways and Transportation Commission
Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
 - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written

Missouri Highways and Transportation Commission
Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions

notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

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

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

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

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC 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. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Bid Guaranty/Contract Bond

- 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 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.
- d. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 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.

Prohibition Of Employment Of Unauthorized Aliens:

- a. Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract

Missouri Highways and Transportation Commission
Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions

or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

- 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit I.
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit I.

Construction Safety Program

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

Prevailing Wage

- a. The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works.
- b. If the bid/quote is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): POLK. The **General Wage Order # 54** is attached to the bid documents. Pursuant to the requirements of the Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.
- c. The Contractor shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.
- d. The Contractor shall forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

Permits, Licenses and Safety Issues

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. MoDOT may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$100.00 per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

Preferences

- a. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- b. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business,

Missouri Highways and Transportation Commission
Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions

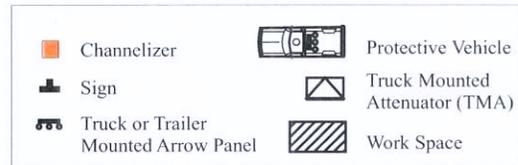
when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable. 1) If attached, the document entitled "**MISSOURI SERVICE-DISABLED VETERAN PREFERENCE**" should be completed and returned with the solicitation documents.

616.23.3.3 (TA-3) Shoulder Work on Divided Highways

SPEED	SIGN SPACING (ft.)		TAPER LENGTH (ft.)		OPTIONAL BUFFER LENGTH (ft.) (B)	CHANNELIZER SPACING (ft.)	
	Undivided (S)	Divided (S)	Shoulder ¹ (T1)	Lane ² (T2)		Tapers	Buffer/ Work Areas
0-35	-	200	70	-	250	35	50
40-45	-	500	150	-	360	40	100
50-55	-	1000	185	-	495	50	100
60-70	SA -1000 and SB - 1500		235	-	730	60	100

¹ Shoulder taper length based on 10 ft. (standard shoulder width) offset ² Lane taper length based on 12 ft. (standard lane width) offset

ROADWAY TYPE	SIGN HEIGHT	MAXIMUM WORK ZONE LENGTH (L)
URBAN	1' Portable 7' Post	1 Mi.
RURAL DIVIDED	1' Portable 7' Post	2 Mi.



In addition to shoulder work, this typical application is applicable to work beyond shoulder where vehicles and equipment are parked on the shoulder.

A protective vehicle **shall** be used while work is in progress. The protective vehicle **should** be equipped with TMA and positioned at least 150 ft. in advance of the work space.

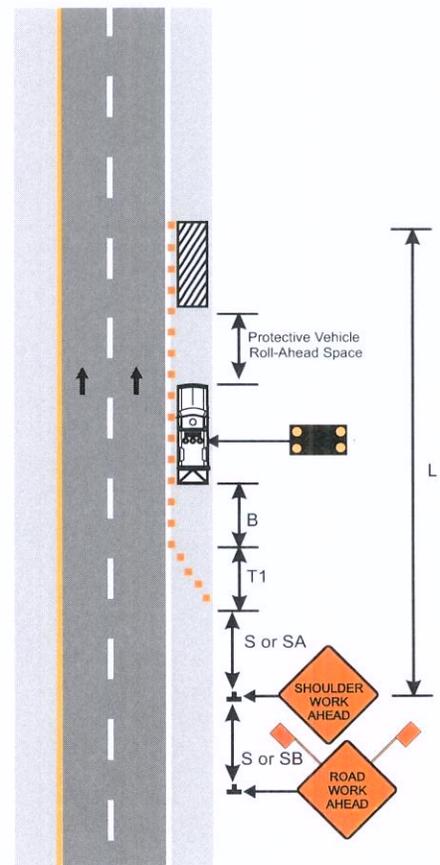
If encroachment onto driving surface occurs and there is not 10 ft. of driving surface available for the lane of traffic, that traffic lane **shall** be closed. Refer to appropriate lane closure typical applications.

If an arrow panel is used for an operation on the shoulder, the caution mode **shall** be displayed.

For short duration or mobile operations, signs, channelization devices, and protective vehicles **may** be reduced or eliminated if a work vehicle with activated rotating lights or strobe lights is used. However, if limited sight distance exists, a protective vehicle **should** be used. This protective vehicle **should** be equipped with a TMA and truck mounted flashing arrow panel and positioned at least 150 ft. in advance of the work space or work vehicle, as applicable. If a protective vehicle is used, a vehicle mounted sign **shall** be mounted at a recommended height of 48 in. above the road surface.

For work beyond shoulder, where vehicles and equipment are parked on the shoulder, the protective vehicle **may** be eliminated if a work vehicle with activated rotating lights or strobe lights is used.

Additional warning signs **shall** be erected at each intersection with another state highway within the work zone. Upon the discretion of the supervisor, additional warning signs **may** be erected at other intersections within the work zone.



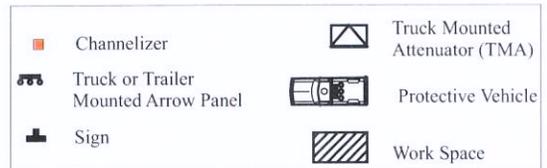
Other appropriate signs **may** be used in lieu of SHOULDER WORK AHEAD sign.

616.23.3.12 (TA-12) Lane Closure on Left or Right Lane on Divided Highway

SPEED	SIGN SPACING (ft.)		TAPER LENGTH (ft.)		OPTIONAL BUFFER LENGTH (ft.) (B)	CHANNELIZER SPACING (ft.)	
	Undivided (S)	Divided (S)	Shoulder ¹ (T1)	Lane ² (T2)		Tapers	Buffer/ Work Areas
0-35	-	200	70	245	250	35	50
40	-	500	90	320	305	40	100
45	-	500	150	540	360	45	100
50-55	-	1000	185	660	495	50	100
60-70	SA - 1000, SB - 1500, and SC - 2640		235	840	730	60	100

¹ Shoulder taper length based on 10 ft. (standard shoulder width) offset ² Lane taper length based on 12 ft. (standard lane width) offset

ROADWAY TYPE	SIGN HEIGHT	MAXIMUM WORK ZONE LENGTH (L)
URBAN	1' Portable 7' Post	1 Mi.
RURAL DIVIDED	1' Portable 7' Post	2 Mi.



A protective vehicle **shall** be used while work is in progress. The protective vehicle **shall** be equipped with a TMA and flashing arrow panel and positioned at least 150 ft. in advance of the work space. The protective vehicle **may** be eliminated if the roadway is posted at 45 mph or below, the work vehicle is positioned in advance of the work space, and the work vehicle is equipped with a flashing arrow panel and uses activated rotating lights or strobe lights.

All vehicles, equipment, workers and their activities **should** be restricted to one side of the pavement.

The open lane **shall** be provided with a 10 ft. minimum driving surface at all times. This **may** include a portion of the shoulder, provided the shoulder is of adequate strength to handle traffic.

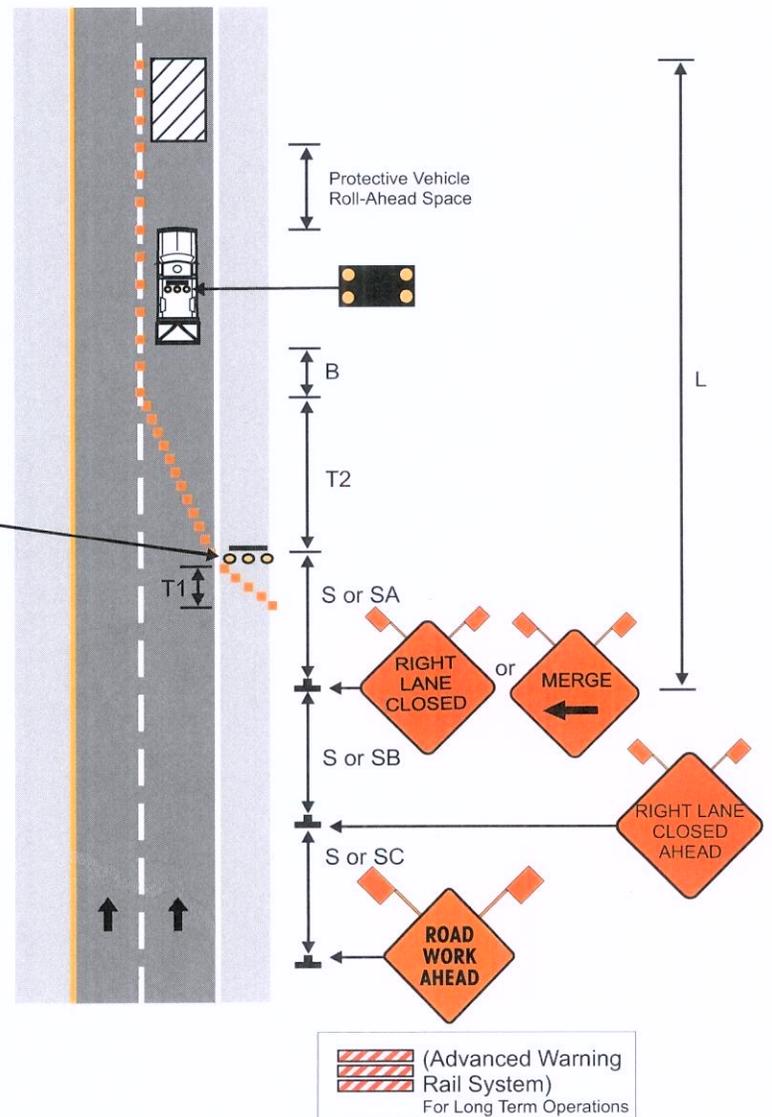
For short duration operations, signs and channelizers **may** be reduced or eliminated.

For mobile operations where workers are on foot and move with the operation, channelizers **may** be reduced or eliminated.

For operations in which channelizers are not used, the arrow mode **shall** be displayed on any flashing arrow panel located downstream of the taper.

Supplemental warning methods **may** be used to call attention to the work zone.

Additional warning signs **shall** be erected at each intersection with another state highway within the work zone. Upon the discretion of the supervisor, additional warning signs **may** be erected at other intersections within the work zone.



For long-term operations, EPG 616.23.2.5.1.4 Flags and Advance Warning Rail System.

POLK CO. ROUTE 13
 N. Dry SAC RIVER
 @ GREENE CO. LINE

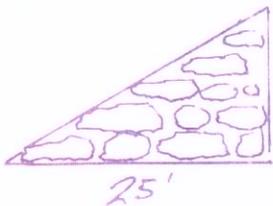
Map

JAN. 19, 2011



Legend

Locator Map



10' Rock FOR SLOPE PROTECTION:

$$A = \frac{1}{2} b \cdot h = 125 \text{ FT}^2 \times 300' = 37,500 \text{ FT}^3$$

$$= 1400 \text{ c.y.}$$

EST. $\frac{1.5 \text{ TONS}}{\text{c.y.}} = 2100 \text{ TONS OF ROCK.}$

Rock SIZE:

- 50% APPROX. $4' \times 6' \times 2' = 48 \text{ FT}^3$ OR 3.5 TONS/BOULDER
- 25% " $4' \times 4' \times 2' = 32 \text{ FT}^3$ OR 2.5 " "
- 25% " $3' \times 2' \times 2' = 12 \text{ FT}^3$ OR 1.0 " "

STATEWIDE



GRAVEL BAR REMOVAL:

$$\frac{\text{Approx } 400' \text{ LONG} \times 70' \text{ WIDE} \times 2' \text{ DEEP} = 2100 \text{ C.Y. } \pm}{27}$$

2007 AERIAL CLOSER TO ACURAL GRAVEL
BAR CONDITIONS IN 2011

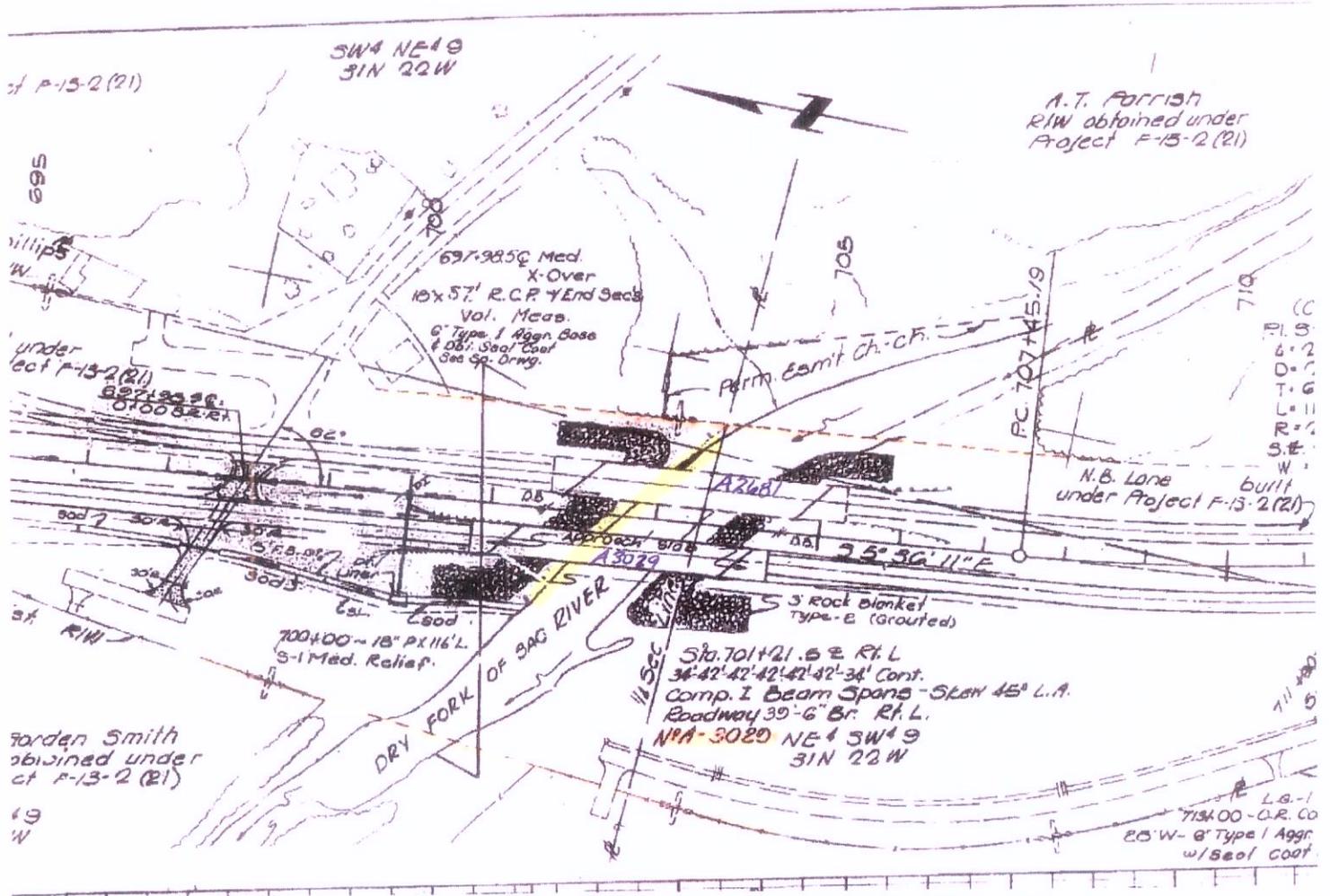


A3029 IN FOREGROUND
VIEW NORTH

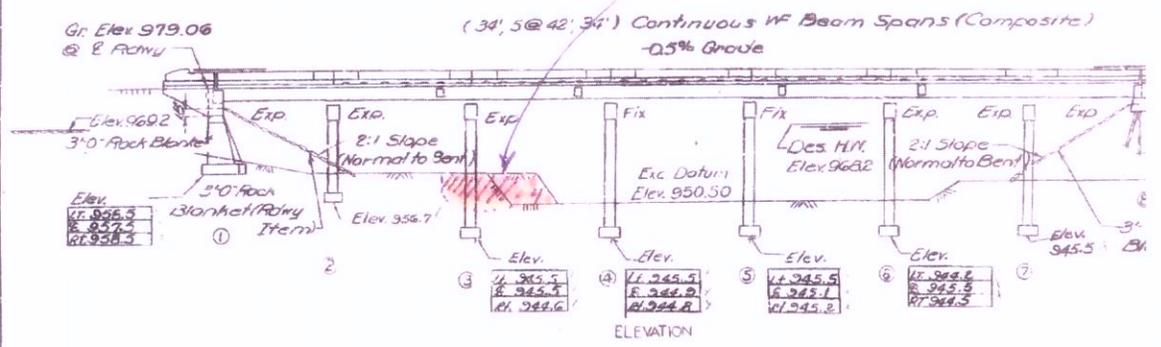


A3029 BENT 3 @ NORTH END.

R/W LIMITS.

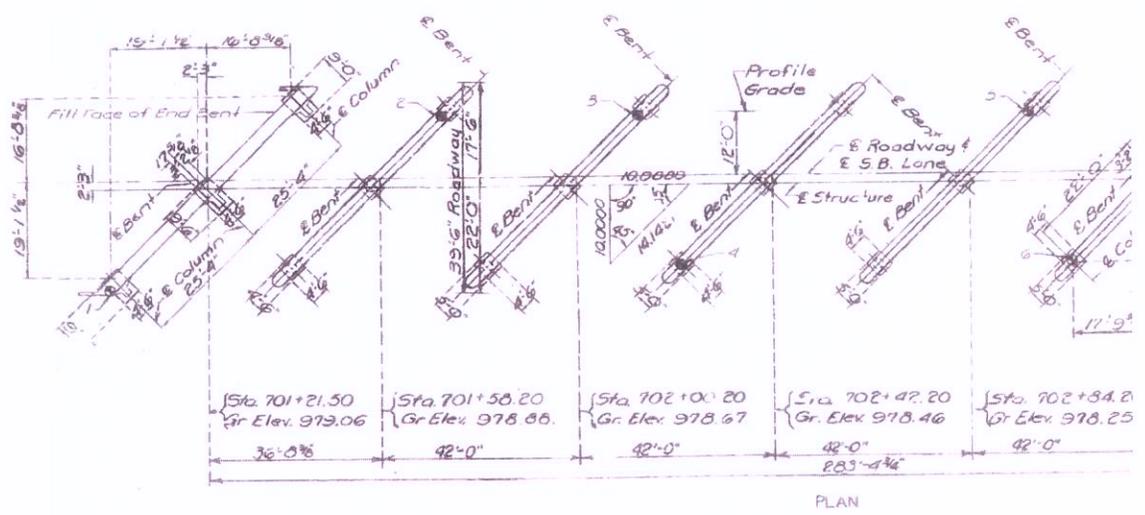


AREA SCOURED OUT (SB)



Note: Compacted roadway fill (full roadway width) was placed up to elevation of bottom of concrete beam in front of and not less than 25'0" in back of End Bent No 8 before piles were driven

No
pa
gr
us



Note: ① Indicates location of boring. For boring data see sheet 4 of 12.

Req. Sta. 701+21.50

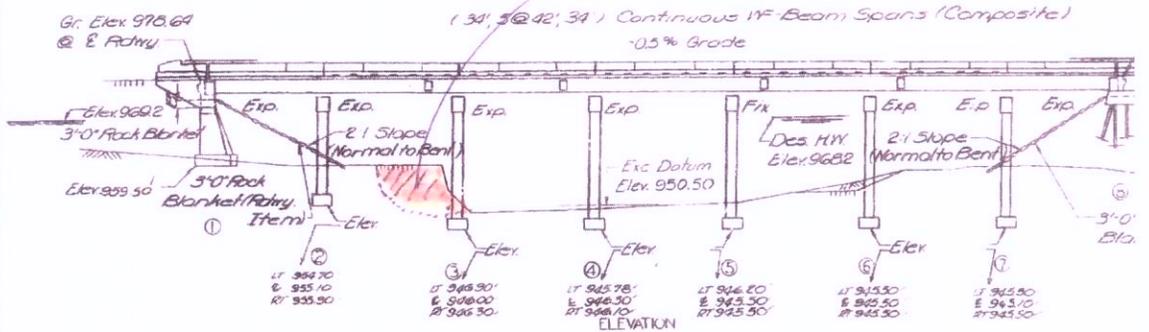
480

DESIGNED April 1971 BY Cook & Tannus
 DETAILED March 1971 BY Gilmore
 CHECKED March 1971 BY Weinholt, Weaver

Note: This drawing is not to scale. Follow dimensions

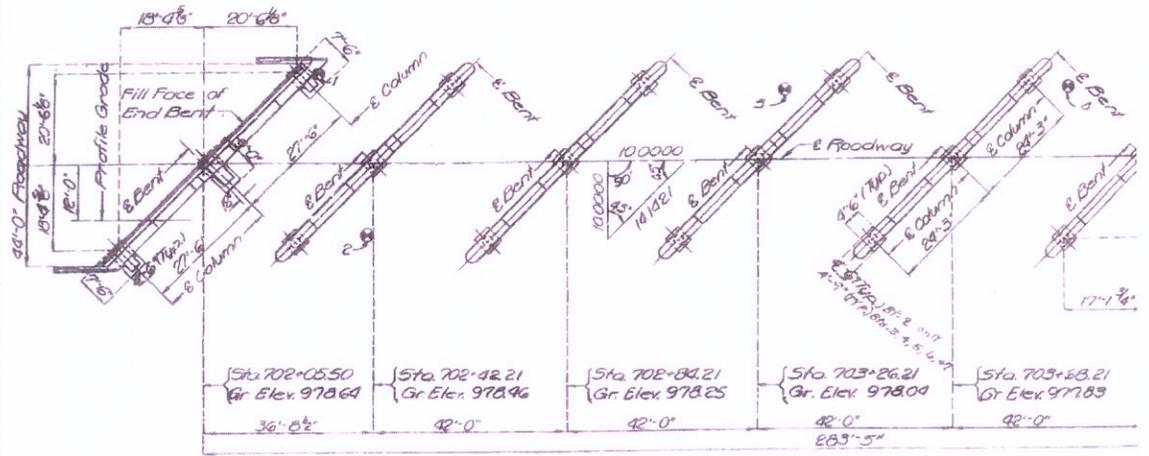
DRY

AREA SCOURED OUT



Note: Composted roadway fill (full roadway width) was placed up to elevation of bottom of concrete beam in front of end not less than 25'-0" in back of End Bent No. 8 before piles were driven.

Note:
don
quc
wel



PLAN

Beg. Sta. 702+05.50

Note: B Indicates location of boring. For boring data see sheet 2 of 11.

126

DESIGNED AUG. 1969 BY PARKER
 DETAILED SEPT. 1969 BY BATES
 CHECKED NOV. 1969 BY MEISEL, MAGER

Note: This drawing is not to scale. Follow dimensions.

Missouri Department of Labor and Industrial Relations

Missouri Division of Labor



JEREMIAH W. (JAY) NIXON, Governor

General Wage Order No. 54

July 1, 2010 thru June 30, 2011

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, 2010

Last Date Objections May Be Filed: July 30, 2010

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

INDEX TO OCCUPATIONAL TITLES AND COUNTIES

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Atchison	W1	- 28	W3	- 30	3	- 32	4	- 34		
Audrain	E-3	- 28	E2	- 30	2	- 32	6	- 34	5	- 36
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Bates	W-2	- 28	W1B	- 30	3	- 32	4	- 34	1	- 36
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DeKalb	W1	- 28	W2	- 30	3	- 32	4	- 34		
Dent	E-3	- 28	E2	- 30	2	- 32	5	- 34	5	- 36
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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. 54
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. 54
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.

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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: Means all work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any additional holidays which may be mutually agreed upon shall be paid at the double (2) time rate of pay. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. 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.

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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 Year's 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.

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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. 54
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.

**GENERAL WAGE ORDER NO. 54
OVERTIME RATE SCHEDULE**

OVERTIME RATE NO. 13. 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 6:30 a.m. and 9:00 a.m. An Employer may further adjust the starting time up to 9:30 a.m. throughout the year. Time and one-half (1½) shall be paid after eight (8) consecutive hours worked after the established starting time and for hours worked before the established starting time. Time and one-half (1½) shall be paid for work performed on Saturdays. Work performed on Sundays and Holidays shall be paid at the double (2) time rate of pay. 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 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), the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours. When the Missouri Highway and Transportation Commission requests or the contractor elects to have work performed outside the normal working hours the rate of pay shall be the regular hourly pay for such work plus \$2.30 per hour.

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 9th and 10th 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 a rate of double (2x) that employee's hourly rate. For hours worked on Saturday, Sunday and recognized holidays, or days that may be celebrated as such, and as designated by the federal government, double (2) time shall be paid. All shifts for work performed between the hours of 4:30 p.m. and 12:30 a.m. on a second shift shall receive eight (8) hours pay at the regular hourly rate of pay plus ten percent (10%) additional for seven and one-half (7½) hours work. The ten percent (10%) differential shall apply to the basic pay rate and the percentage fringe rates. All work performed between the hours of 12:30 a.m. and 8:00 a.m. on a third shift shall receive eight (8) hours pay for seven (7) hours work at the regular hourly rate plus fifteen percent (15%) differential shall apply for the basic pay rate and percentage fringe benefit rates. When a shift continues past the latest time at which a shift may operate, then the appropriate percentage overtime is paid.

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.

GENERAL WAGE ORDER NO. 54
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.

**GENERAL WAGE ORDER NO. 54
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 intemperat 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. 54
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 exceed 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>		<u>KANSAS CITY AREA</u>	
General Laborer -----	\$27.72	General Laborer -----	\$26.55
Skilled Laborer -----	\$27.72	Skilled Laborer -----	\$27.76
Total Fringes ----- \$11.32		Total Fringes ----- \$11.49	
OVERTIME RATE	NO. 30	OVERTIME RATE	NO. 27
HOLIDAY RATE	NO. 12	HOLIDAY RATE	NO. 10

	<u>AREA</u> W-1A	<u>AREA</u> W-2	<u>AREA</u> E-1	<u>AREA</u> E-2	<u>AREA</u> E-3	<u>AREA</u> E-4	<u>AREA</u> E-5
General Laborer -	\$23.44	\$21.89	\$26.51	\$27.88	\$25.06	\$24.81	\$26.56
Skilled Laborer -	\$23.79	\$22.44	\$27.11	\$27.88	\$25.66	\$25.41	\$27.16
Total Fringes	\$ 10.14	\$ 9.89	\$ 9.92	\$ 10.05	\$ 9.92	\$ 9.29	\$ 9.92
	<u>AREA</u> W-1						
General Laborer -	\$23.54						
Skilled Laborer -	\$23.89						
Total Fringes	\$10.04						
OVERTIME RATE NO.	28	28	44	41	44	44	44
HOLIDAY RATE NO.	9	9	18	16	18	18	18

TRUCK DRIVER-TEAMSTER – AREAS BY COUNTIES



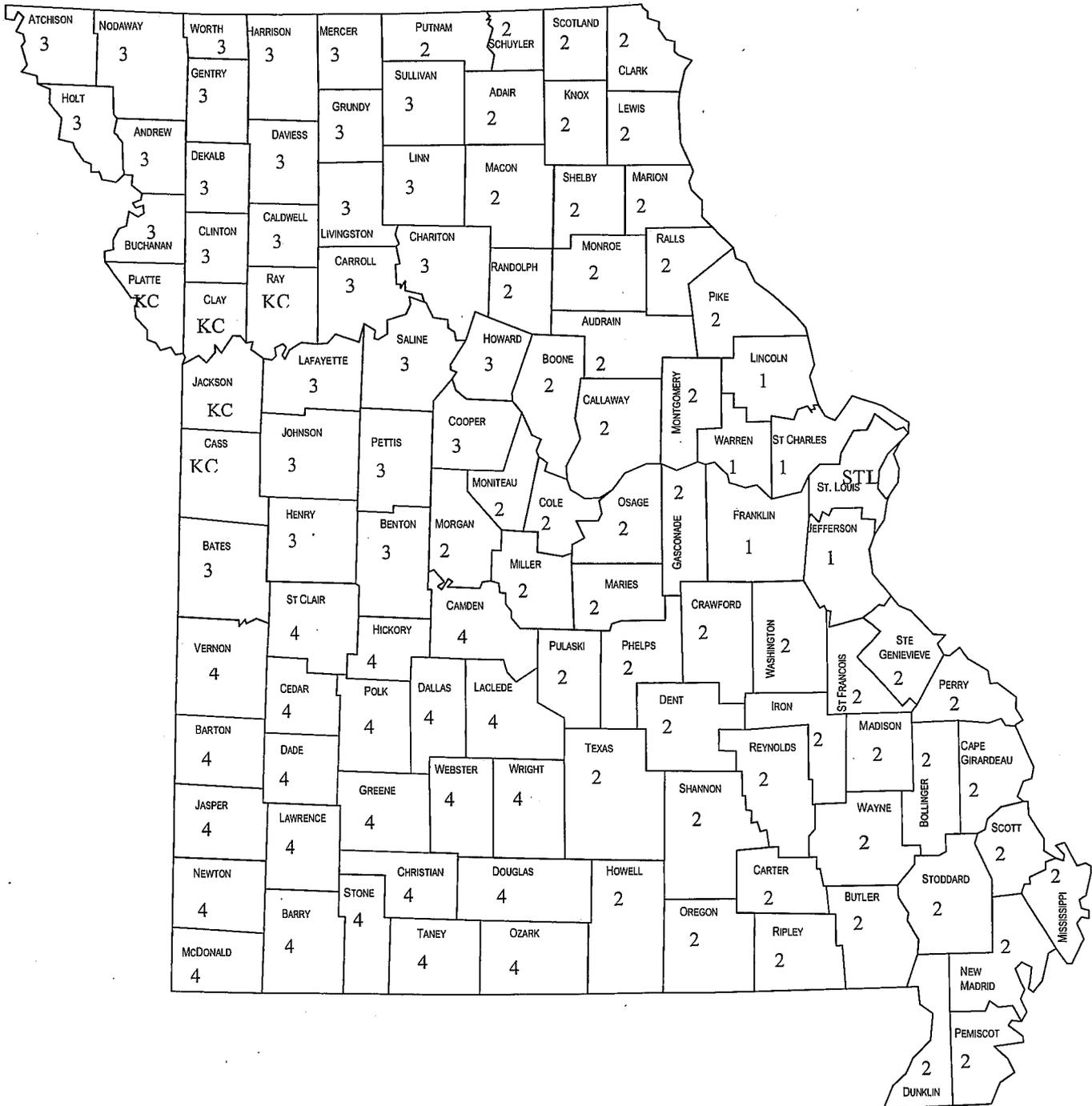
To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations
TRUCK DRIVER-TEAMSTER
For the entire Counties of the following Areas:

<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 -----	\$28.64
Group III -----	\$27.35	Group II -----	\$28.64
Group IV -----	\$27.35	Group III -----	\$28.64
Group IV -----	\$27.35	Group IV -----	\$28.64
Total Fringes -----	\$9.045	Total Fringes -----	\$11.10
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	\$27.48	\$26.27	\$26.27	\$25.54
Group II	\$27.59	\$27.59	\$26.43	\$26.43	\$25.70
Group III	\$27.63	\$27.63	\$26.42	\$26.42	\$25.69
Group IV	\$27.70	\$27.70	\$26.54	\$26.54	\$25.81
Total Fringes	\$ 9.85	\$ 9.85	\$ 9.85	\$ 9.85	\$ 9.85
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

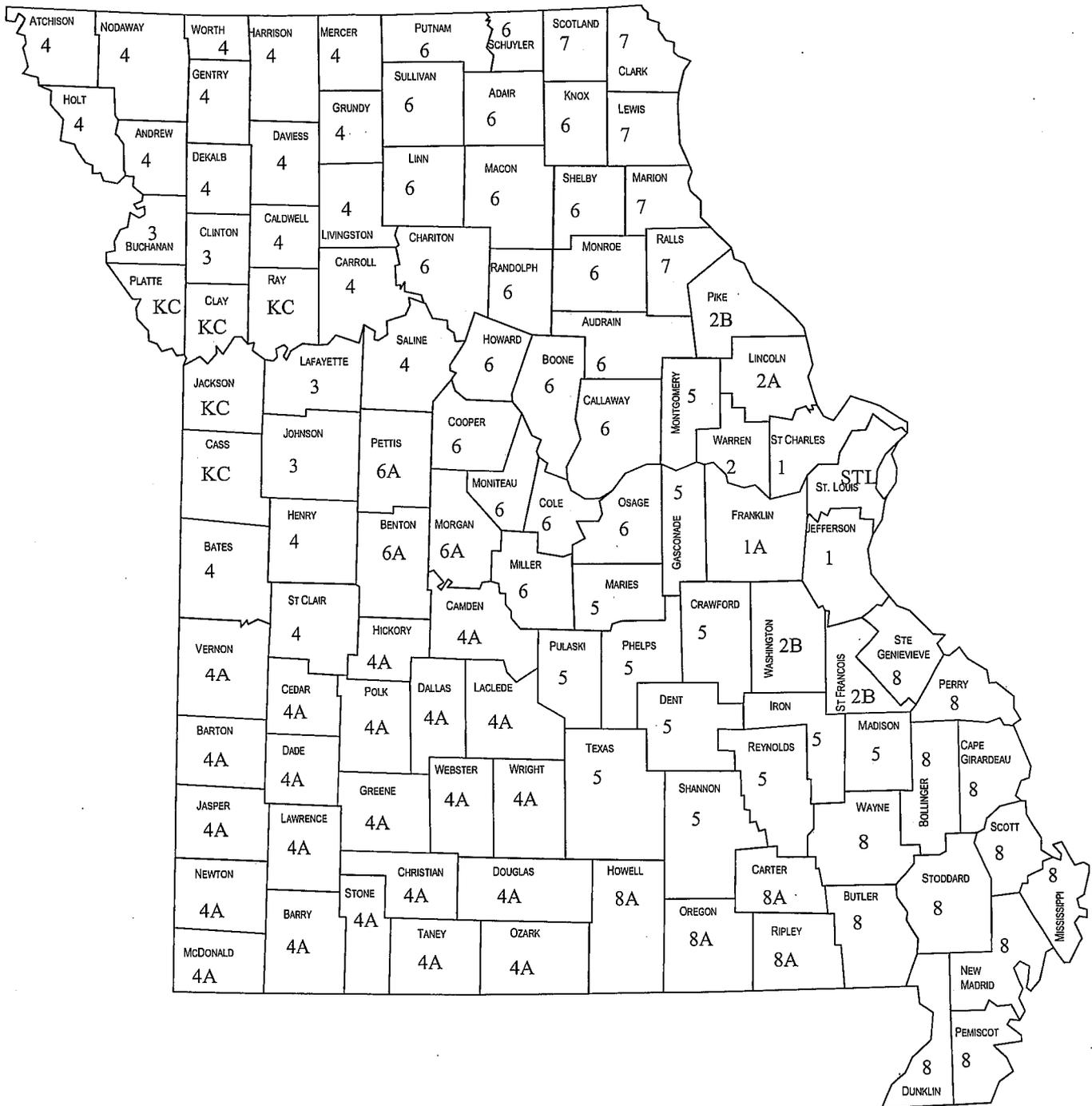


To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations
OPERATING ENGINEER
For the entire Counties of the following Areas:

<u>AREA</u>	<u>HOURLY RATES</u>	<u>FRINGE BENEFITS</u>	<u>OVERTIME RATE</u>	<u>HOLIDAY RATE</u>
St. Louis (STL)	Group I ----- \$29.67	Total Fringes -- \$19.13		
	Group II ----- \$29.67			
	Group III ----- \$27.77		11	23
	Group IV ----- \$23.41			
	Oiler-Driver ----- \$23.41			

	<u>AREA</u> KC	<u>AREA</u> 1	<u>AREA</u> 2	<u>AREA</u> 3	<u>AREA</u> 4
Group I	\$31.84	\$29.67	\$25.60	\$29.45	\$25.72
Group II	\$30.80	\$29.67	\$25.25	\$29.05	\$25.37
Group III	\$30.80	\$28.37	\$25.05	\$29.05	\$25.17
Group IV	\$26.33	\$24.91	\$21.40	\$27.05	\$23.12
Oiler-Driver	\$29.68	\$25.37	\$21.40	\$27.05	\$23.12
Total Fringes	\$ 13.12	\$19.13	\$19.09	\$ 13.00	\$11.55
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	\$33.70	\$ 14.35	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	\$32.78	\$30.63	\$30.38	\$29.99	\$29.04	\$28.62
Total Fringes	\$12.25	\$12.25	\$12.25	\$12.25	\$12.25	\$11.40
	<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	\$27.97	\$27.62	\$28.33	\$28.87	\$27.57	\$28.48
Total Fringes	\$11.40	\$11.40	\$12.25	\$11.85	\$11.85	\$12.25
	<u>AREA</u> 8	<u>AREA</u> 8A				
Hourly Rate	\$28.27	\$27.35				
Total Fringes	\$12.32	\$12.32				
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

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:

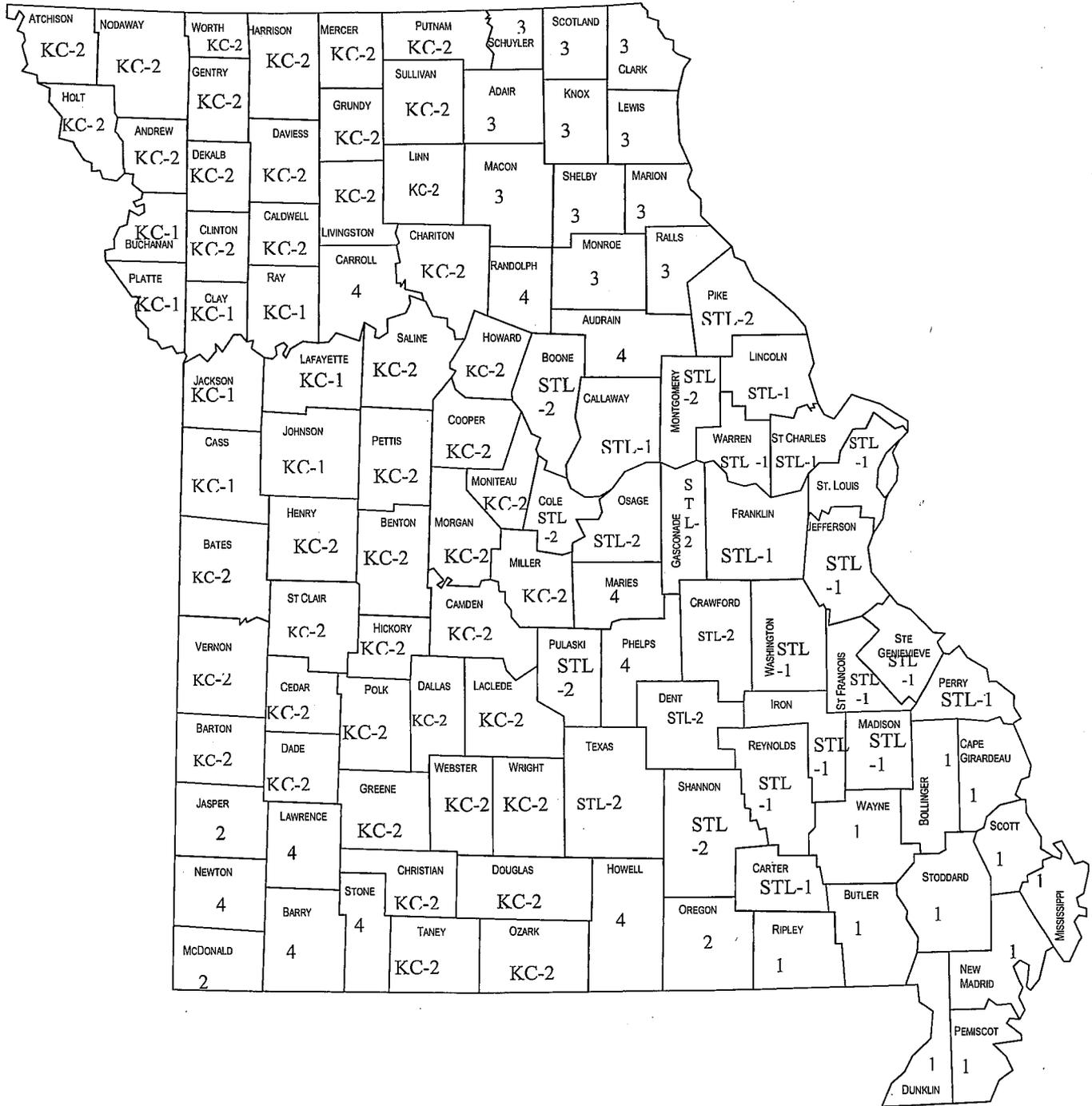
AREAS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
1	\$15.35	\$ 2.71	21	6
2	\$16.35	\$ 2.75	21	6

	<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

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	\$29.05	\$ 14.21	13	26
KC	\$28.69	\$ 12.63	27	10
1	\$25.08	\$ 9.65	48	16
2	\$29.78	\$ 14.50	50	20
3	\$21.41	\$ 7.74	49	20
4	\$20.40	\$ 15.00	4	27
5	\$22.57	\$ 16.93	22	28
6	\$10.00	\$ 0.00	19	
7	\$25.89	\$ 14.13	39	12
8	\$27.88	\$ 14.21	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	\$30.98	\$17.675	18	1
STL-2	\$26.41	\$17.80	18	1
KC-1	\$28.00	\$22.90	43	17
KC-2	\$25.00	\$22.90	43	17
1	\$23.38	\$14.71	10	32
2	\$22.10	\$11.30	25	18
3	\$24.00	\$15.01	38	7

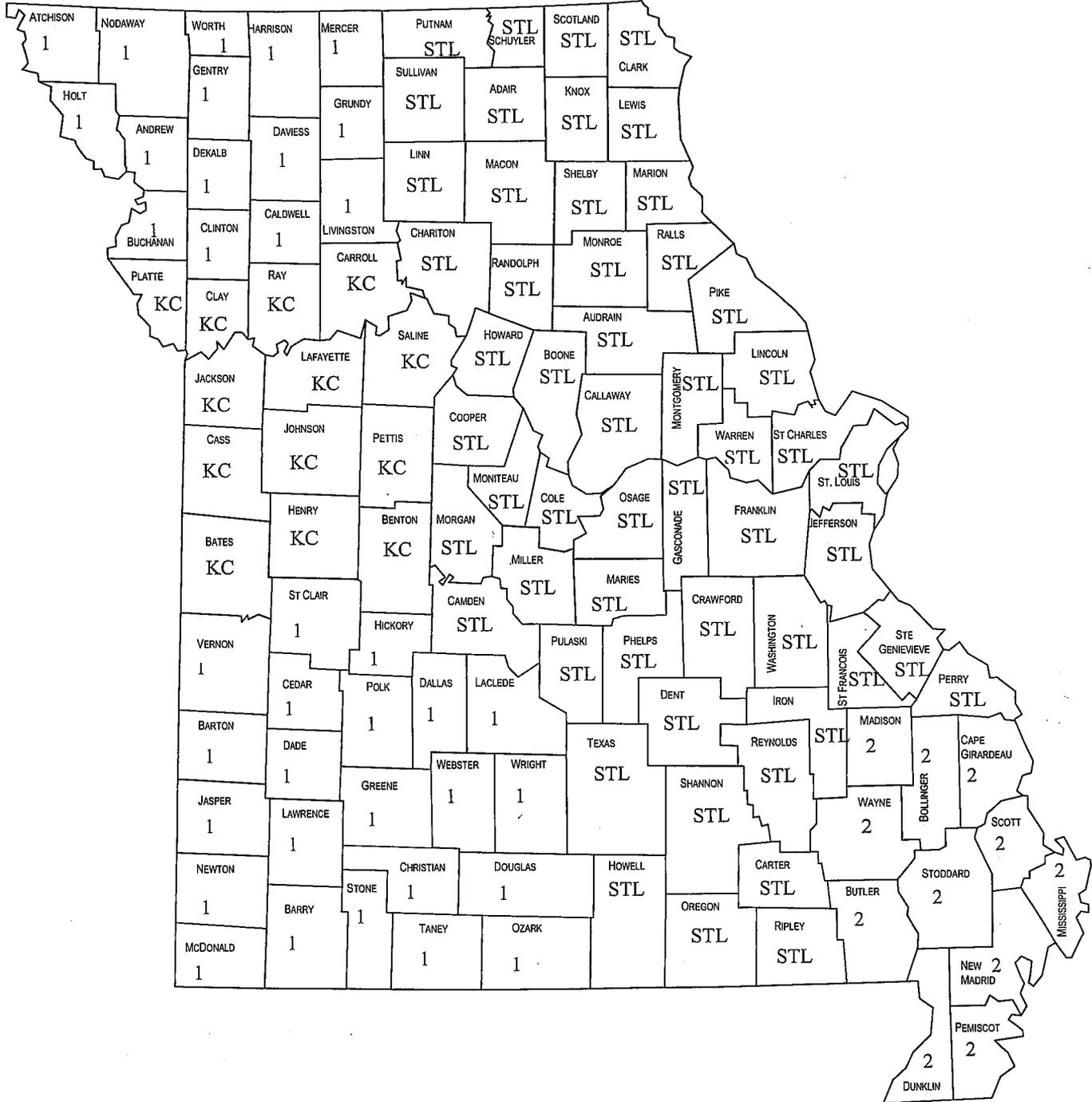
AREA	COUNTY	HOURLY RATE + FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
4	Audrain County	\$19.00 + \$ 0.00	19	--
4	Barry County	\$24.50 + \$21.50	43	17
4	Carroll County	\$27.50 + \$21.50	43	17
4	Howell County	\$13.00 + \$ 0.35	19	--
4	Lawrence County	\$24.50 + \$21.50	43	17
4	Maries County	\$24.50 + \$21.50	43	17
4	Newton County	\$24.50 + \$21.50	43	17
4	Phelps County	\$24.50 + \$21.50	43	17
4	Randolph County	\$27.50 + \$21.50	43	17
4	Stone County	\$23.75 + \$10.83	19	--

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	\$33.60	\$ 7.96 + 42.5%	33	15
KC	\$33.83	\$ 15.25 + 10%	23	8
1	\$29.92	\$ 11.73 + 13%	6	15
2	\$30.85	\$ 5.40 + 22%	17	30
3	\$23.40	\$ 10.46 + 8%	15	18
4	\$23.93	\$ 11.17 + 10%	8	34
5	\$28.17	\$ 10.62 + 10%	8	34
6	\$19.72	\$ 10.77 + 10%	8	34
7	\$28.16	\$ 4.85 + 35%	1	31

AREA	COUNTY	HOURLY RATE + FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
8	Howell County	\$14.00 + \$0.54	19	--
8	Pulaski County	\$29.07 + \$11.32 + 13%	6	15
8	Taney County	\$23.52 + \$10.62 + 10%	8	34
8	Texas County	\$29.07 + \$11.32 + 13%	6	15

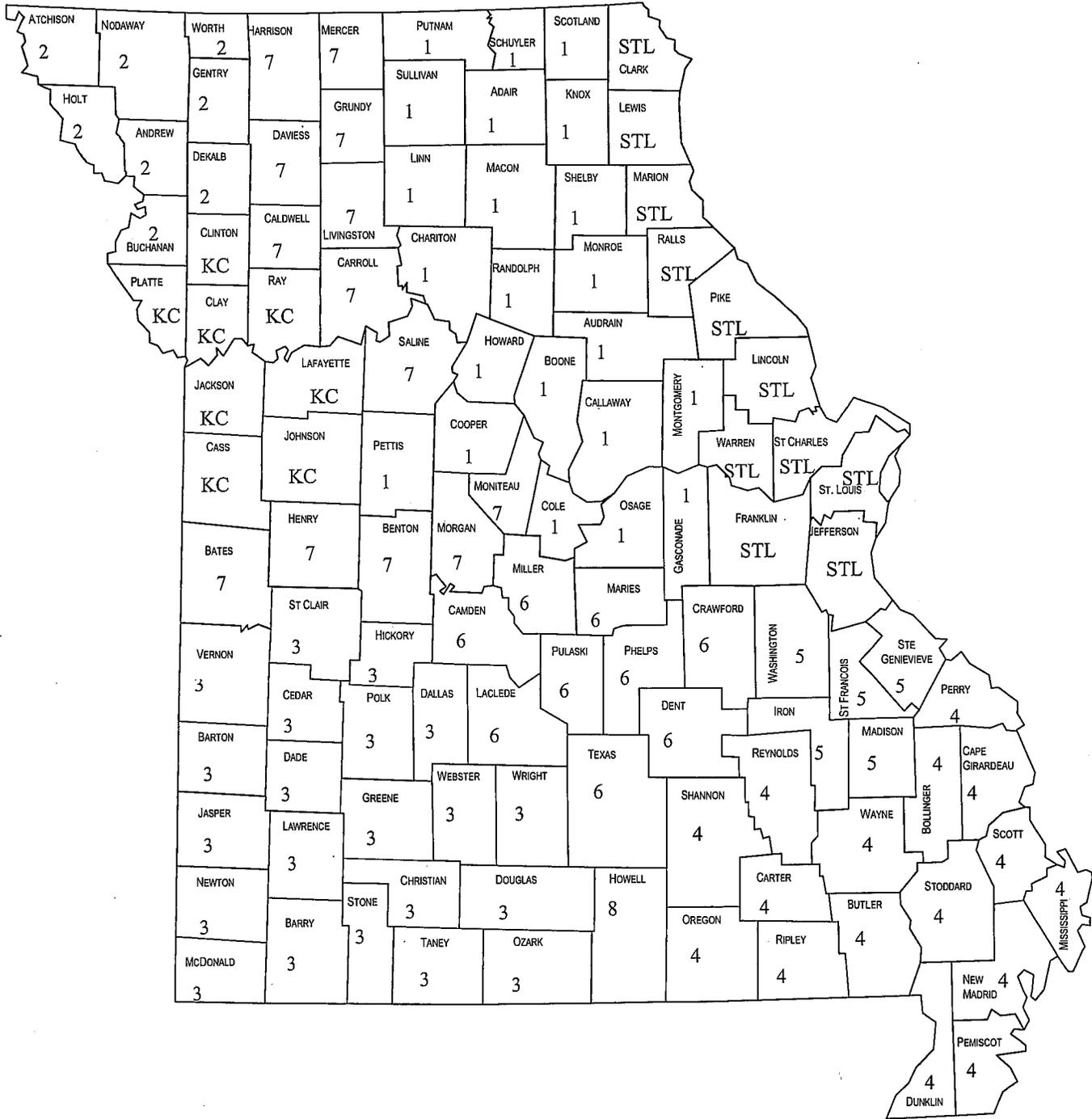
ELECTRICIAN, OUTSIDE – AREAS BY COUNTIES



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	\$37.28 \$34.78 \$24.70	\$ 4.75 + 34%	16	20
1	Journeyman Lineman Lineman Operator Groundman	\$36.02 \$34.10 \$23.28	\$ 4.75 + 34%	16	20
2	Journeyman Lineman Lineman Operator Groundman	\$39.36 \$28.42 \$22.48	\$ 4.93 + 28.75%	40	15

PAINTER – 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
PAINTER
For the entire Counties of the following Areas:

AREAS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL	\$29.58	\$ 10.51	46	13
KC	\$28.31	\$ 13.37	34	17
1	\$21.40	\$ 10.57	35	15
2	\$24.43	\$ 11.17	36	3
3	\$19.26	\$ 11.49	20	21
4	\$19.23	\$ 10.00	45	35
5	\$21.33	\$ 10.00	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	\$13.00 + \$ 0.35	19	--

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