MISSOURI DEPARTMENT OF TRANSPORTATION
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION
FOR PURCHASES $3,000 TO $24,999.99
THIS IS NOT AN ORDER

REQUEST FOR INFORMAL QUOTATION

Please quote the lowest prices covering material specified and provide all information requested.

TODAY'S DATE:	11-19-2010	QUOTE DUE BY:	11-30-2010 BY 1:00 PM CST	F.O.B. REQUIREMENTS:	DESTINATION
TIME REQUIRED FOR COMPLETION:	ASAP	QUOTATION NO:	Q4-10-036	BUYER NAME /TELEPHONE NUMBER:	ROBIN WARREN 816-347-4111
TO BE COMPLETED NO LATER THAN:	30 DAYS ARO				
District Mailing Address/Facsimile #:	600 NE COLBERN ROAD LEE'S SUMMIT, MO 64086 **FAX – 816-622-0070**	Project Location:	I-35 Bridge over Southwest Trafficway		

Quantity	U/M	DESCRIPTION (including size and/or part #'s)	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
1	Project	Paved Slope Repairs			

Scope of Work

- Location of project is at I-35 bridge over Southwest Trafficway – See Attachment A and B
- Contractor to crush in place or remove damaged paved tiles under the bridge filling the void with 7 to 10 inch riprap, provided by the Contractor.
- All broken tile and debris to be hauled away by the Contractor.
- Attached General Wage Order No. 54 applies to this project.

Contact Tony Bryant at 816-863-7822
with questions on Scope of Work or to view project location.

Notification of award will 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.

Company Name:	

All responses to this Request for an Informal Quotation MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District fax number 816-622-0070.

******If your bid is in excess of $25,000, it must be returned as a sealed bid to the following address: MoDOT, 600 NE Colbern Road, Lee's Summit, MO 64086.***

Please indicate Procurement and the bid number on the outside of the envelope.***

VENDOR NOTES

VENDOR INFORMATION			
Vendor Name /Mailing Address		Vendor Contact Information (including area codes):	
		Phone #:	
		Fax #	
		Cellular #	
		E-Mail	
Printed Name and Title of Responsible Officer or Employee:		Signature:	

Is your company registered/certified with the State of Missouri as a (please circle):				
Is your firm MBE Certified?	Yes	☐	No	☐
Is your firm WBE Certified?	Yes	☐	No	☐
Would your company like information on becoming a registered/certified MBE/WBE vendor?	Yes	☐	No	☐

List all agencies your firm is currently certified with?	

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish <u>ALL</u> information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

_____

_____

_____

_____

_____

_____

_____

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

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, 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.

Definitions:

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:

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.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information	Business Information
Service-Disabled Veteran's Name, (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service-Disabled Veteran Business

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

( ) sole individual ( ) partnership ( ) joint venture

( ) corporation, incorporated under laws of state of _____

Dated _____.

Name of individual, all partners, or joint ventures:	Address of each:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

doing business under the name of:

	Address of principal place of business in Missouri
_____	_____
(If using a fictitious name, show this name above in addition to legal names)	
_____	_____
(If a corporation, show its name above)	

ATTEST: (SEAL)

_____	_____
Secretary	Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of
State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and 102.6.7.

Q4-10-036 - ATTACHMENT A
EAST END

Q4-10-036 - ATTACHMENT B
WEST END

STANDARD SOLICITATION PROVISIONS

a. The Missouri Department of Transportation (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.

b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.

d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.

e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.

f. **For bids/proposals of $25,000** or more, no bids/proposals by telephone, telegram or telefax will be accepted.

g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.

b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.

c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.

1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,

ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

a. By submitting a bid/quote/proposal, the Bidder/Offeror 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 proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.

c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.

d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the 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.

Subcontracting

a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and

equipped for such work.

b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.

c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

a. 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 Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.

b. 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.

c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.

d. 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.

e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.

b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

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 (6^{th}) 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. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

b. 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.**

c. 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, 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.

d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.

b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.

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

Cancellation of Contract

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

b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

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

Inventions, Patents, and Copyrights

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

Inspection and Acceptance

a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.

b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

a. 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 MoDOT, (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.

b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

a. 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.

Indemnification

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

SPECIAL TERMS AND CONDITIONS

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:

a. General Liability: Not less than $500,000 for any one person in a single accident or occurrence, and not less than $3,000,000 for all claims arising out of a single occurrence;

b. Automobile Liability: Not less than $500,000 for any one person in a single accident or occurrence, and not less than $3,000,000 for all claims arising out of a single occurrence;

c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

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.

Required Specifications

a. All materials, equipment, and/or services bid upon must comply with the attached provisions outlined in the solicitation documents.

b. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004,** and any revisions thereto, unless modified by these specifications.

Information and Reports

a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Prevailing Wage

a. If the bid/quote/proposal 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): **Jackson**. The General Wage Order #**54** may be inspected at any District Office or at the Central Office in Jefferson City, MO.

b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

Permits, Licenses and Safety Issues

a. 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.

b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

a. Award of this bid will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

Notice to Proceed

a. A purchase order will be provided as the Notice to Proceed, upon the final award of the bid.

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 the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.

b. If the Department 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. The Department 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 complete project 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 one-hundred dollars ($100.00) per day,** 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.

Environmental Issues

a. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.

The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.

Prohibition Of Employment Of Unauthorized Aliens:

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

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

Construction Safety Program

a. 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.

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

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

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
- I, the Affiant, am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
  title business name
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 though 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

_____
Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

_____
Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

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

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Cape Girardeau	E-3 - 28	E2 - 30	2 - 32	8 - 34	5 - 36
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Carter	E-3 - 28	E2 - 30	2 - 32	8A - 34	5 - 36
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Christian	W-2 - 28	W2 - 30	4 - 32	4A - 34	2 - 36
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DeKalb	W1 - 28	W2 - 30	3 - 32	4 - 34	
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Douglas	W-2 - 28	W2 - 30	4 - 32	4A - 34	2 - 36
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Barry	3 - 38	4 - 40	3 - 42	1 - 44	3 - 46
Barton	3 - 38	KC-2 - 40	3 - 42	1 - 44	3 - 46
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Benton	1 - 38	KC-2 - 40	KC - 42	KC - 44	7 - 46
Bollinger	4 - 38	1 - 40	STL - 42	2 - 44	4 - 46
Boone	1 - 38	STL-2 - 40	1 - 42	STL - 44	1 - 46
Buchanan	2 - 38	KC-1 - 40	2 - 42	1 - 44	2 - 46
Butler	4 - 38	1 - 40	STL - 42	2 - 44	4 - 46
Caldwell	1 - 38	KC-2 - 40	2 - 42	1 - 44	7 - 46
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Camden	1 - 38	KC-2 - 40	1 - 42	STL - 44	6 - 46
Cape Girardeau	4 - 38	1 - 40	STL - 42	2 - 44	4 - 46
Carroll	1 - 38	4 - 40	KC - 42	KC - 44	7 - 46
Carter	4 - 38	STL-1 - 40	STL - 42	STL - 44	4 - 46
Cass	KC - 38	KC-1 - 40	KC - 42	KC - 44	KC - 46
Cedar	3 - 38	KC-2 - 40	3 - 42	1 - 44	3 - 46
Chariton	1 - 38	KC-2 - 40	1 - 42	STL - 44	1 - 46
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Clark	5 - 38	3 - 40	7 - 42	STL - 44	STL - 46
Clay	KC - 38	KC-1 - 40	KC - 42	KC - 44	KC - 46
Clinton	2 - 38	KC-2 - 40	2 - 42	1 - 44	KC - 46
Cole	1 - 38	STL-2 - 40	1 - 42	STL - 44	1 - 46
Cooper	1 - 38	KC-2 - 40	KC - 42	STL - 44	1 - 46
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Dade	3 - 38	KC-2 - 40	3 - 42	1 - 44	3 - 46
Dallas	3 - 38	KC-2 - 40	4 - 42	1 - 44	3 - 46
Daviess	1 - 38	KC-2 - 40	2 - 42	1 - 44	7 - 46
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Dent	7 - 38	STL-2 - 40	1 - 42	STL - 44	6 - 46
Douglas	3 - 38	KC-2 - 40	4 - 42	1 - 44	3 - 46
Dunklin	4 - 38	1 - 40	STL - 42	2 - 44	4 - 46
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Gasconade	1 - 38	STL-2 - 40	1 - 42	STL - 44	1 - 46
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Henry	W-2	- 28	W1B	- 30	3	- 32	4	- 34	1	- 36
Hickory	W-2	- 28	W2	- 30	4	- 32	4A	- 34	2	- 36
Holt	W1	- 28	W3	- 30	3	- 32	4	- 34		
Howard	E-3	- 28	W2	- 30	3	- 32	6	- 34		
Howell	E-3	- 28	E3	- 30	2	- 32	8A	- 34	5A	- 36
Iron	E-3	- 28	E2	- 30	2	- 32	5	- 34	5	- 36
Jackson	KC	- 28	KC	- 30	KC	- 32	KC	- 34	1	- 36
Jasper	W-2	- 28	W2	- 30	4	- 32	4A	- 34		
Jefferson	E-5	- 28	E1	- 30	1	- 32	1	- 34	3A	- 36
Johnson	W-2	- 28	W1A	- 30	3	- 32	3	- 34	1	- 36
Knox	E-3	- 28	E3	- 30	2	- 32	6	- 34	5A	- 36
Laclede	W-2	- 28	W2	- 30	4	- 32	4A	- 34	2	- 36
Lafayette	W-1A	- 28	W1A	- 30	3	- 32	3	- 34	1	- 36
Lawrence	W-2	- 28	W2	- 30	4	- 32	4A	- 34		
Lewis	E-3	- 28	E3	- 30	2	- 32	7	- 34	5A	- 36
Lincoln	E-2	- 28	E1A	- 30	1	- 32	2A	- 34	4	- 36
Linn	E-3	- 28	W2	- 30	3	- 32	6	- 34		
Livingston	W1	- 28	W2	- 30	3	- 32	4	- 34		
McDonald	W-2	- 28	W3	- 30	4	- 32	4A	- 34		
Macon	E-3	- 28	E2	- 30	2	- 32	6	- 34	5	- 36
Madison	E-3	- 28	E2	- 30	2	- 32	5	- 34	5	- 36
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Montgomery	E-2	- 28	E2	- 30	2	- 32	5	- 34	5	- 36
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Newton	W-2	- 28	W2	- 30	4	- 32	4A	- 34		
Nodaway	W1	- 28	W3	- 30	3	- 32	4	- 34		
Oregon	E-3	- 28	E3	- 30	2	- 32	8A	- 34	5A	- 36
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Harrison	1 - 38	KC-2 - 40	2 - 42	1 - 44	7 - 46
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Hickory	3 - 38	KC-2 - 40	4 - 42	1 - 44	3 - 46
Holt	2 - 38	KC-2 - 40	2 - 42	1 - 44	2 - 46
Howard	1 - 38	KC-2 - 40	1 - 42	STL - 44	1 - 46
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Iron	7 - 38	STL-1 - 40	STL - 42	STL - 44	5 - 46
Jackson	KC - 38	KC-1 - 40	KC - 42	KC - 44	KC - 46
Jasper	3 - 38	2 - 40	3 - 42	1 - 44	3 - 46
Jefferson	STL - 38	STL-1 - 40	STL - 42	STL - 44	STL - 46
Johnson	2 - 38	KC-1 - 40	KC - 42	KC - 44	KC - 46
Knox	5 - 38	3 - 40	7 - 42	STL - 44	1 - 46
Laclede	3 - 38	KC-2 - 40	4 - 42	1 - 44	6 - 46
Lafayette	2 - 38	KC-1 - 40	KC - 42	KC - 44	KC - 46
Lawrence	3 - 38	4 - 40	3 - 42	1 - 44	3 - 46
Lewis	5 - 38	3 - 40	7 - 42	STL - 44	STL - 46
Lincoln	8 - 38	STL-1 - 40	STL - 42	STL - 44	STL - 46
Linn	1 - 38	KC-2 - 40	7 - 42	STL - 44	1 - 46
Livingston	1 - 38	KC-2 - 40	2 - 42	1 - 44	7 - 46
McDonald	3 - 38	2 - 40	3 - 42	1 - 44	3 - 46
Macon	1 - 38	3 - 40	7 - 42	STL - 44	1 - 46
Madison	7 - 38	STL-1 - 40	STL - 42	2 - 44	5 - 46
Maries	1 - 38	4 - 40	1 - 42	STL - 44	6 - 46
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Mercer	1 - 38	KC-2 - 40	2 - 42	1 - 44	7 - 46
Miller	1 - 38	KC-2 - 40	1 - 42	STL - 44	6 - 46
Mississippi	4 - 38	1 - 40	STL - 42	2 - 44	4 - 46
Moniteau	1 - 38	KC-2 - 40	1 - 42	STL - 44	7 - 46
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Phelps	E-3	- 28	E2	- 30	2	- 32	5	- 34	5	- 36
Pike	E-3	- 28	E2	- 30	2	- 32	2B	- 34	5	- 36
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Polk	W-2	- 28	W2	- 30	4	- 32	4A	- 34	2	- 36
Pulaski	E-3	- 28	E2	- 30	2	- 32	5	- 34	5	- 36
Putnam	E-3	- 28	E3	- 30	2	- 32	6	- 34	5A	- 36
Ralls	E-3	- 28	E2	- 30	2	- 32	7	- 34	5	- 36
Randolph	E-3	-28	W2	- 30	2	- 32	6	- 34		
Ray	KC	- 28	KC	- 30	KC	- 32	KC	- 34	1	- 36
Reynolds	E-3	- 28	E2	- 30	2	- 32	5	- 34	5	- 36
Ripley	E-3	- 28	E3	- 30	2	- 32	8A	- 34	5A	- 36
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Taney	W-2	- 28	W3	- 30	4	- 32	4A	- 34	2	- 36
Texas	E-3	- 28	E2	- 30	2	- 32	5	- 34	5	- 36
Vernon	W-2	- 28	W2	- 30	4	- 32	4A	- 34		
Warren	E-2	- 28	E1A	- 30	1	- 32	2	- 34	4	- 36
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Phelps	7 - 38	4 - 40	1 - 42	STL - 44	6 - 46
Pike	7 - 38	STL-2 - 40	7 - 42	STL - 44	STL - 46
Platte	KC - 38	KC-1 - 40	KC - 42	KC - 44	KC - 46
Polk	3 - 38	KC-2 - 40	4 - 42	1 - 44	3 - 46
Pulaski	7 - 38	STL-2 - 40	8 - 42	STL - 44	6 - 46
Putnam	1 - 38	KC-2 - 40	7 - 42	STL - 44	1 - 46
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Randolph	1 - 38	4 - 40	1 - 42	STL - 44	1 - 46
Ray	KC - 38	KC-1 - 40	KC - 42	KC - 44	KC - 46
Reynolds	7 - 38	STL-1 - 40	STL - 42	STL - 44	4 - 46
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St. Charles	STL - 38	STL-1 - 40	STL - 42	STL - 44	STL - 46
St. Clair	3 - 38	KC-2 - 40	STL - 42	1 - 44	3 - 46
St. Francois	7 - 38	STL-1 - 40	STL - 42	STL - 44	5 - 46
Ste. Genevieve	7 - 38	STL-1 - 40	STL - 42	STL - 44	5 - 46
St. Louis	STL - 38	STL-1 - 40	STL - 42	STL - 44	STL - 46
Saline	1 - 38	KC-2 - 40	KC - 42	KC - 44	7 - 46
Schuyler	1 - 38	3 - 40	7 - 42	STL - 44	1 - 46
Scotland	5 - 38	3 - 40	7 - 42	STL - 44	1 - 46
Scott	4 - 38	1 - 40	STL - 42	2 - 44	4 - 46
Shannon	7 - 38	STL-2 - 40	4 - 42	STL - 44	4 - 46
Shelby	5 - 38	3 - 40	7 - 42	STL - 44	1 - 46
Stoddard	4 - 38	1 - 40	STL - 42	2 - 44	4 - 46
Stone	3 - 38	4 - 40	6 - 42	1 - 44	3 - 46
Sullivan	1 - 38	KC-2 - 40	7 - 42	STL - 44	1 - 46
Taney	3 - 38	KC-2 - 40	8 - 42	1 - 44	3 - 46
Texas	7 - 38	STL-2 - 40	8 - 42	STL - 44	6 - 46
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Warren	8 - 38	STL-1 - 40	STL - 42	STL - 44	STL - 46
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WELDERS receive the rate of wages prescribed for the craft performing operation of which welding is incidental.

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

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

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

GENERAL WAGE ORDER NO. 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 preformed 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.

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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 Years Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day (Veterans' Day shall be celebrated the day after Thanksgiving), Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be celebrated on the following Monday. If a holiday falls on a day other than a Sunday, it shall be celebrated on that date. The contractor may shut down the job the day before or after a holiday.

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

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

HOLIDAY RATE NO. 31: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as such, shall be paid at the double (2) time rate of pay. The Friday following Thanksgiving will be worked at the Employer's option. If worked, it will be at the regular hourly rate of pay. Saturday holidays will be celebrated on Saturday. Sunday holidays will be celebrated on Monday following the holiday. Work performed on any of these Mondays will be paid at double (2) the rate of pay.

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

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

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

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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 SCHEDULE

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 SCHEDULE

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

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

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

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

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OVERTIME RATE NO. 13. Means 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 us 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 SCHEDULE

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 that 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.

GENERAL WAGE ORDER NO. 54
OVERTIME RATE SCHEDULE

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 intemperate summer weather, the working day may begin at 6:00 a.m. and straight time shall be paid for eight (8) hours of work.

OVERTIME RATE NO. 48: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

OVERTIME RATE NO. 49: Means eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. Forty (40) hours shall constitute a week's work, Sunday through Saturday. In the event time is lost due to weather or conditions beyond the control of the Employer, the Employer may schedule work on Saturday at straight time. All work over eight (8) hours in one day, forty (40) hours in one week, or on Saturday (except as herein provided) shall be classified as overtime and be paid at the rate of time and one-half (1½). All work on Sunday or recognized holidays shall be classified as overtime and be paid at the rate of double (2) time. When the four (4) day ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods. Forty (40) hours per week shall constitute a week's work Sunday through Saturday inclusive. In the event the job is down for reasons beyond the contractors control, then Friday and/or Saturday may, at the option of the Employer be worked as a make-up day, straight time not to exceed ten (10) hours per day or forty (40) hours per week.

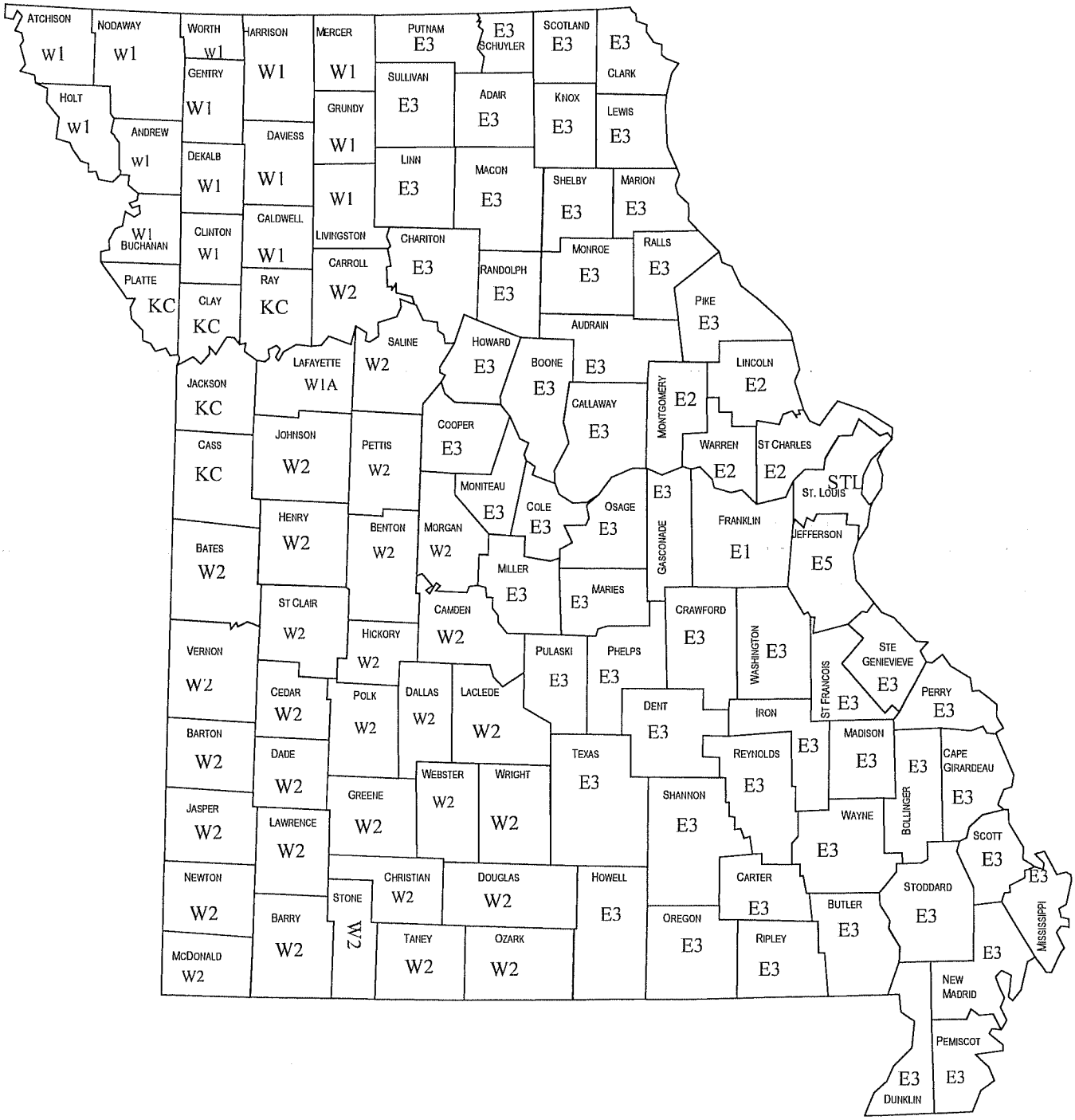
GENERAL WAGE ORDER NO. 54
OVERTIME RATE SCHEDULE

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 extend ten (10) hours or forty (40) hours per week. Starting time will be designated by the Employer. If an employee absents himself from work during a regularly scheduled work week, consisting of four (4) ten (10) hour days, he shall be required to work Friday and/or Saturday at straight time for the ten (10) hours of such days, as appropriate. When the five-day, eight (8) hour work week is in effect, forty hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, the Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed eight (8) hours or forty (40) hours per week. If an employee absents himself from work during a regular scheduled work week consisting of five (5) eight (8) hour days, he shall be required to work Friday and/or Saturday at straight time for the first eight (8) hours of such days, as appropriate. The Employer shall have the option of changing the regular workday or work week on any job when conditions as stipulated by the owner or the operating authority require accommodations by the Employer. Starting time may be adjusted to fit circumstances of the Employer.

LABORER – AREAS BY COUNTIES



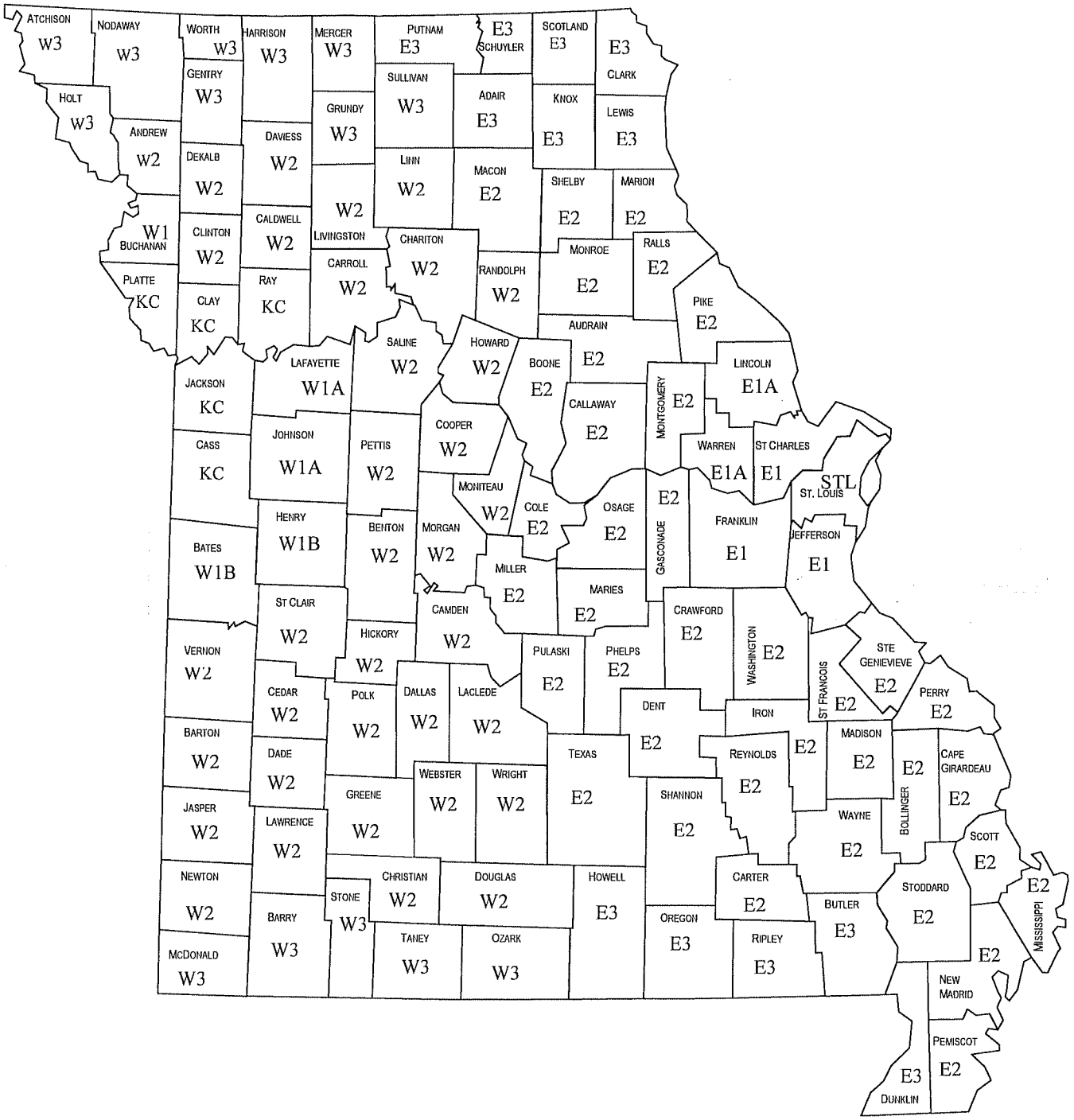
To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations
LABORER
For the entire Counties of the following Areas:

ST. LOUIS AREA	KANSAS CITY AREA
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

	AREA W-1A	AREA W-2	AREA E-1	AREA E-2	AREA E-3	AREA E-4	AREA 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
OVERTIME RATE NO.	28	28	44	41	44	44	44
HOLIDAY RATE NO.	9	9	18	16	18	18	18

	AREA W-1
General Laborer -	$23.54
Skilled Laborer -	$23.89
Total Fringes	$10.04

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

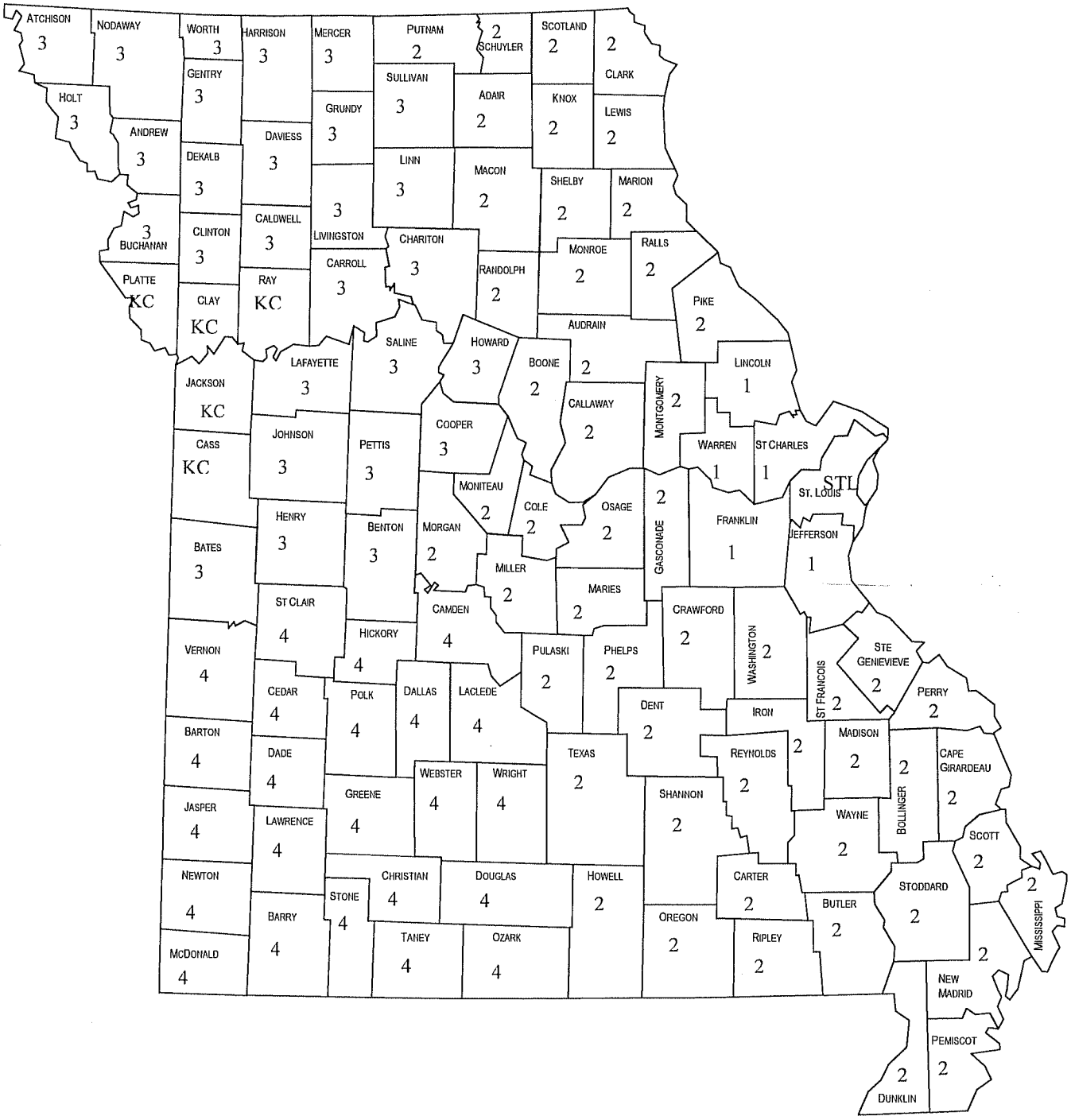
For the entire Counties of the following Areas:

ST. LOUIS (STL) AREA		KANSAS CITY (KC) AREA Area-KC-1	
Group I ----------	$27.05	Group I ----------	$28.64
Group II ----------	$27.25	Group II ----------	$28.64
Group III ----------	$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

	AREA W1	AREA W1A	AREA W1B	AREA W2	AREA 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

	AREA E1	AREA E1A	AREA E2	AREA 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

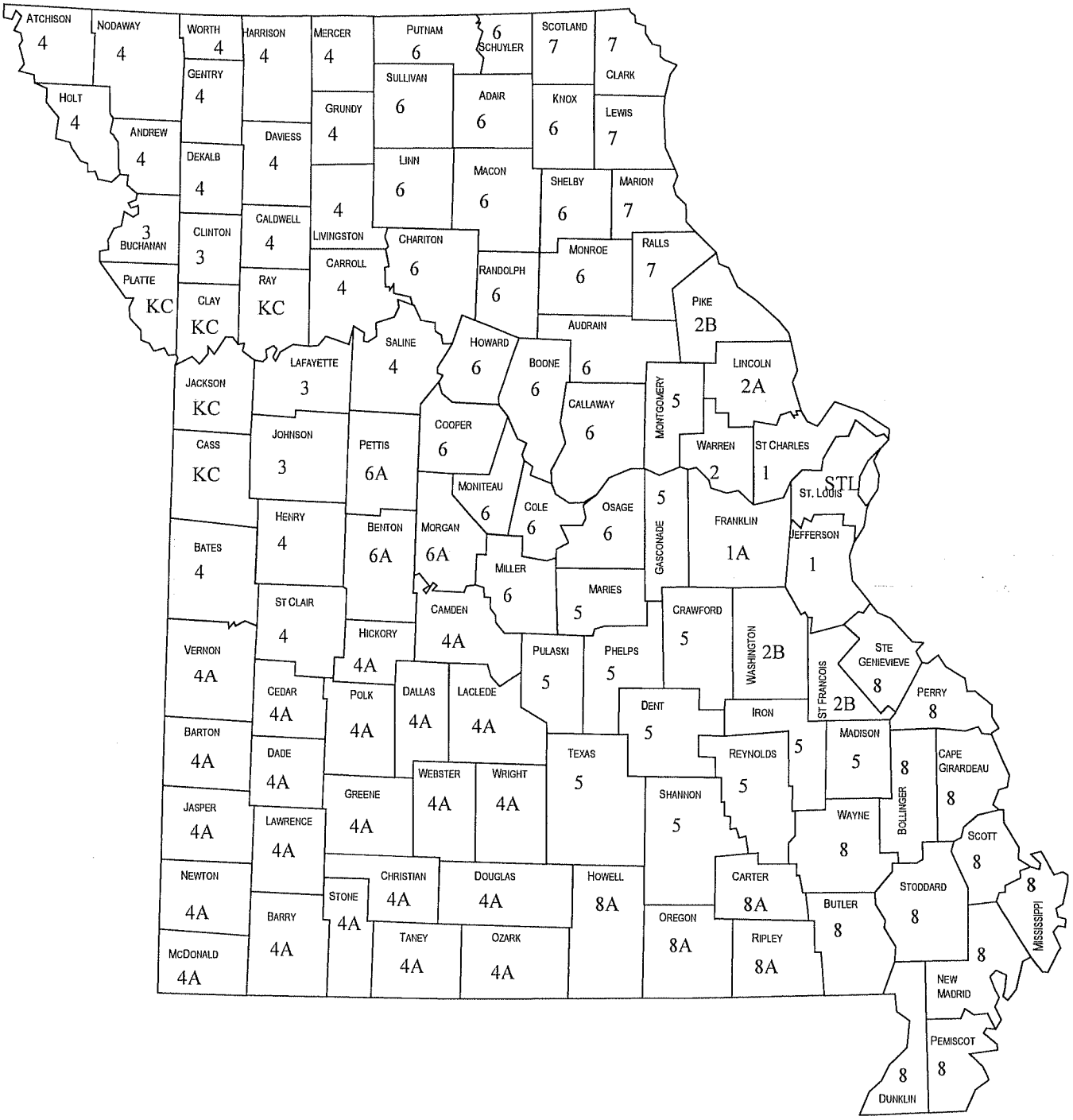


To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations
OPERATING ENGINEER
For the entire Counties of the following Areas:

AREA	HOURLY RATES	FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
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			

	AREA KC	AREA 1	AREA 2	AREA 3	AREA 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

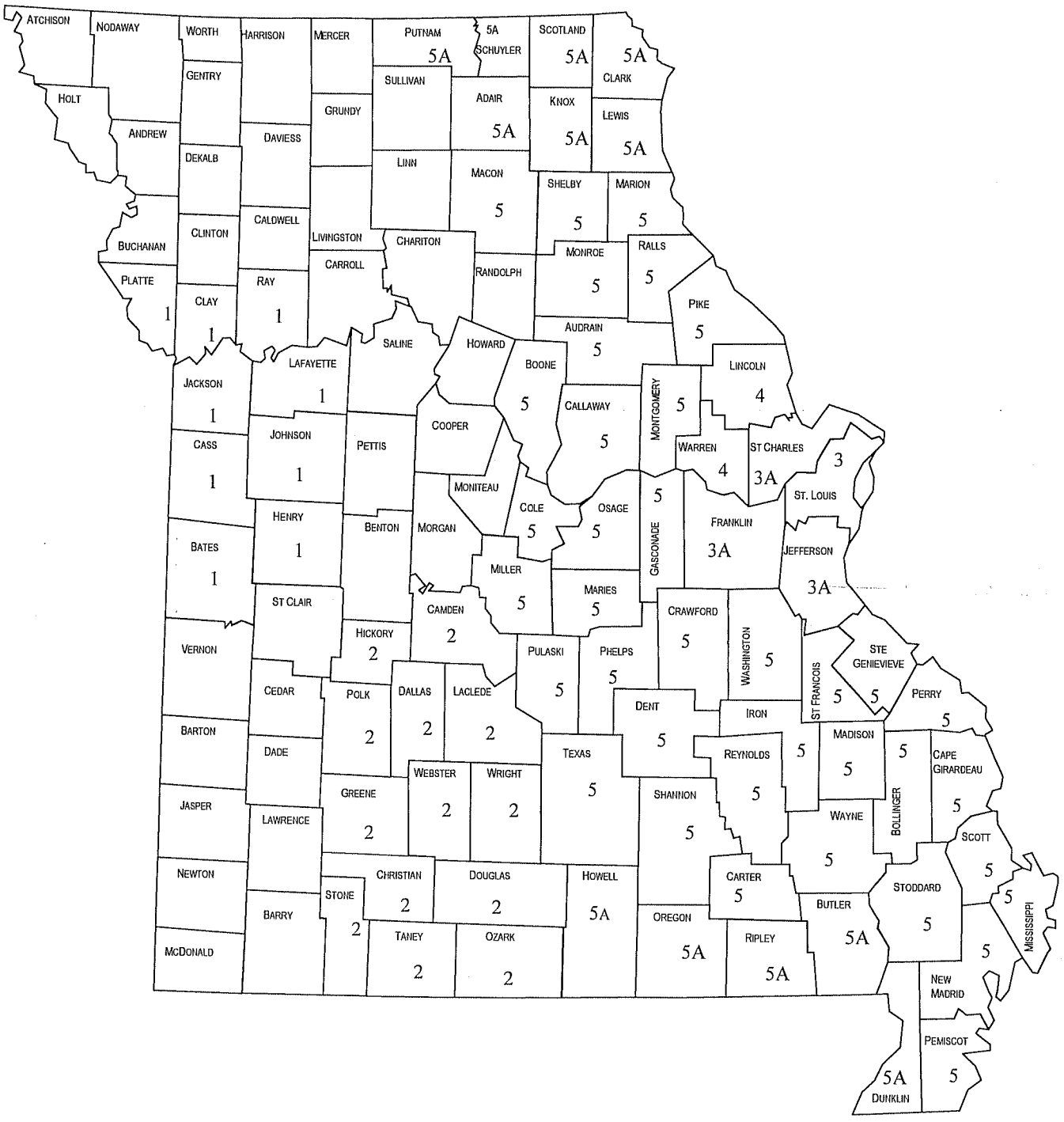
	AREA 1	AREA 1A	AREA 2	AREA 2A	AREA 2B	AREA 3
Hourly Rate	$32.78	$30.63	$30.38	$29.99	$29.04	$28.62
Total Fringes	$12.25	$12.25	$12.25	$12.25	$12.25	$11.40

	AREA 4	AREA 4A	AREA 5	AREA 6	AREA 6A	AREA 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

	AREA 8	AREA 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

TRAFFIC CONTROL SERVICE DRIVER – AREAS BY COUNTIES



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

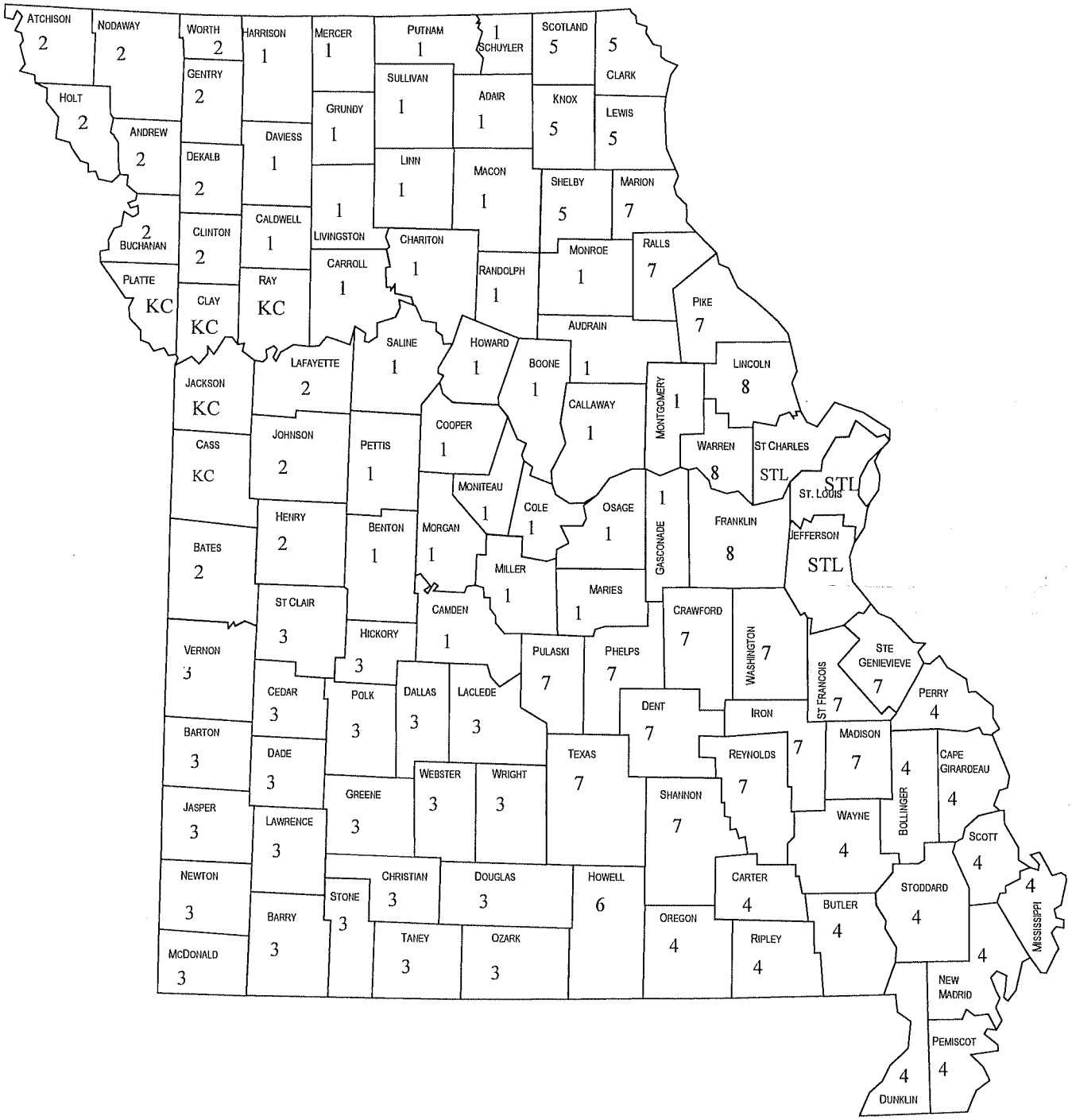
TRAFFIC CONTROL SERVICE DRIVER

For the entire Counties of the following Areas:

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

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

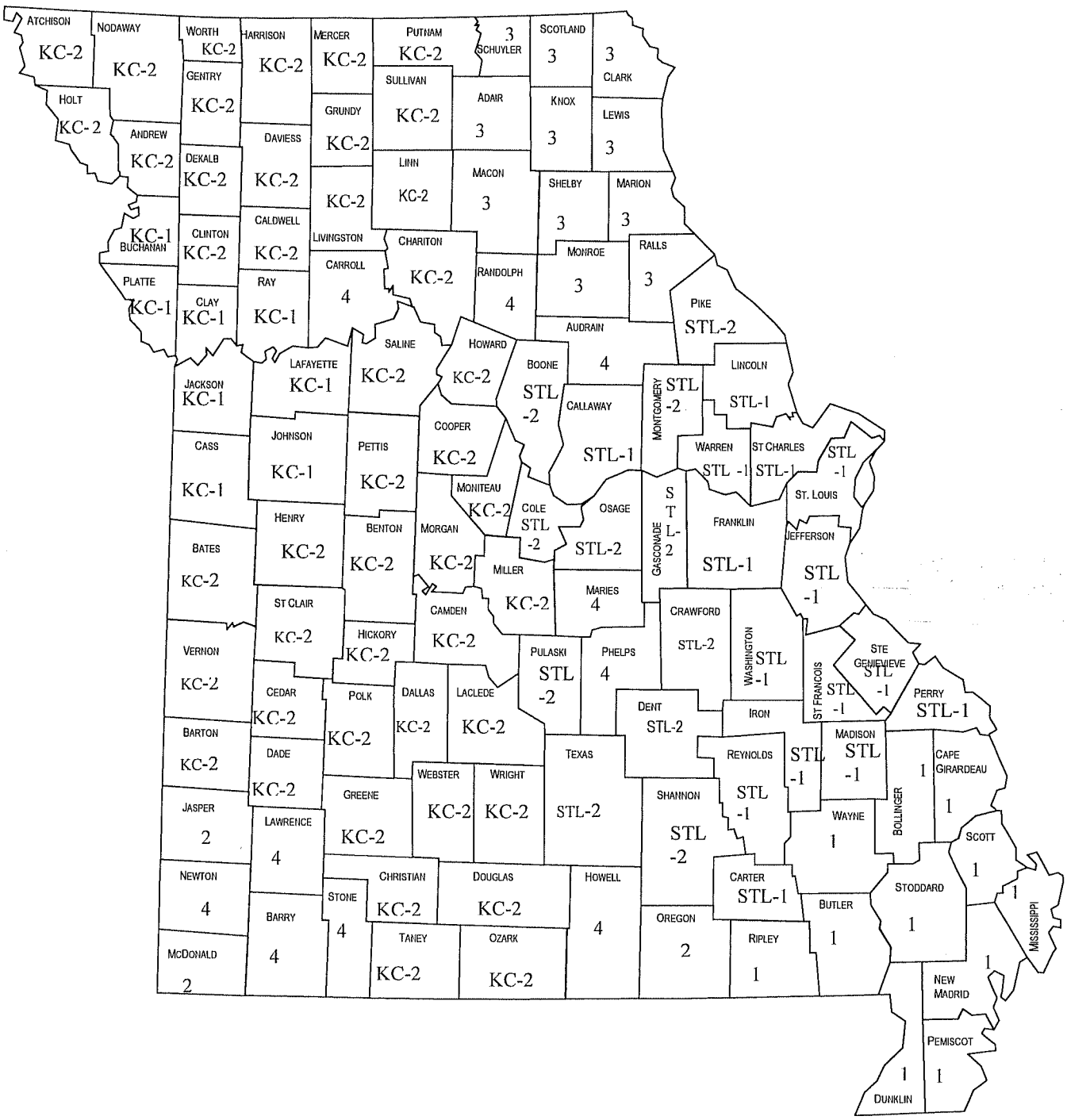
CEMENT MASON – AREAS BY COUNTIES



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

AREAS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL	$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

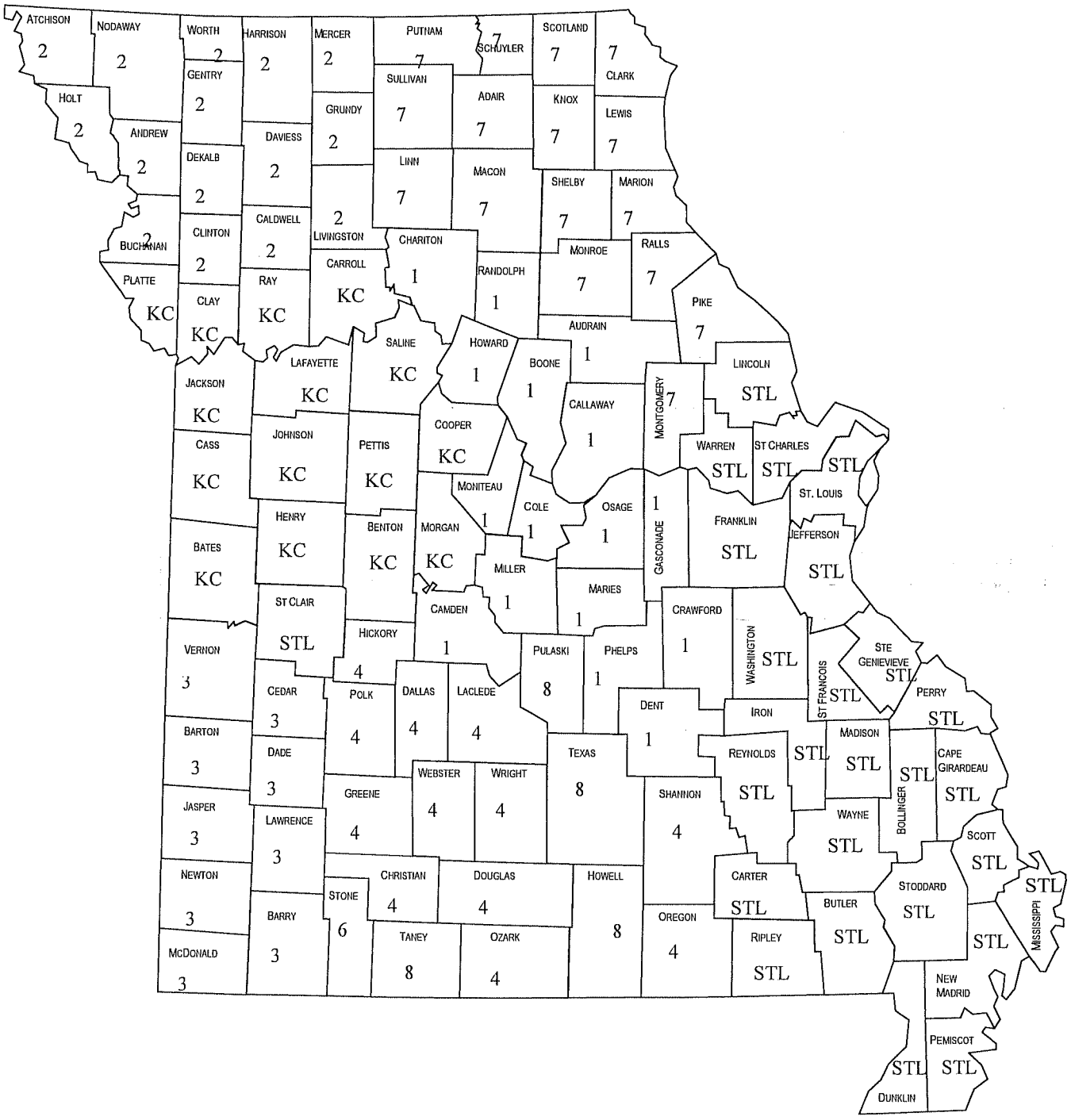
IRONWORKER

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	--

ELECTRICIAN, INSIDE WIREMAN – AREAS BY COUNTIES

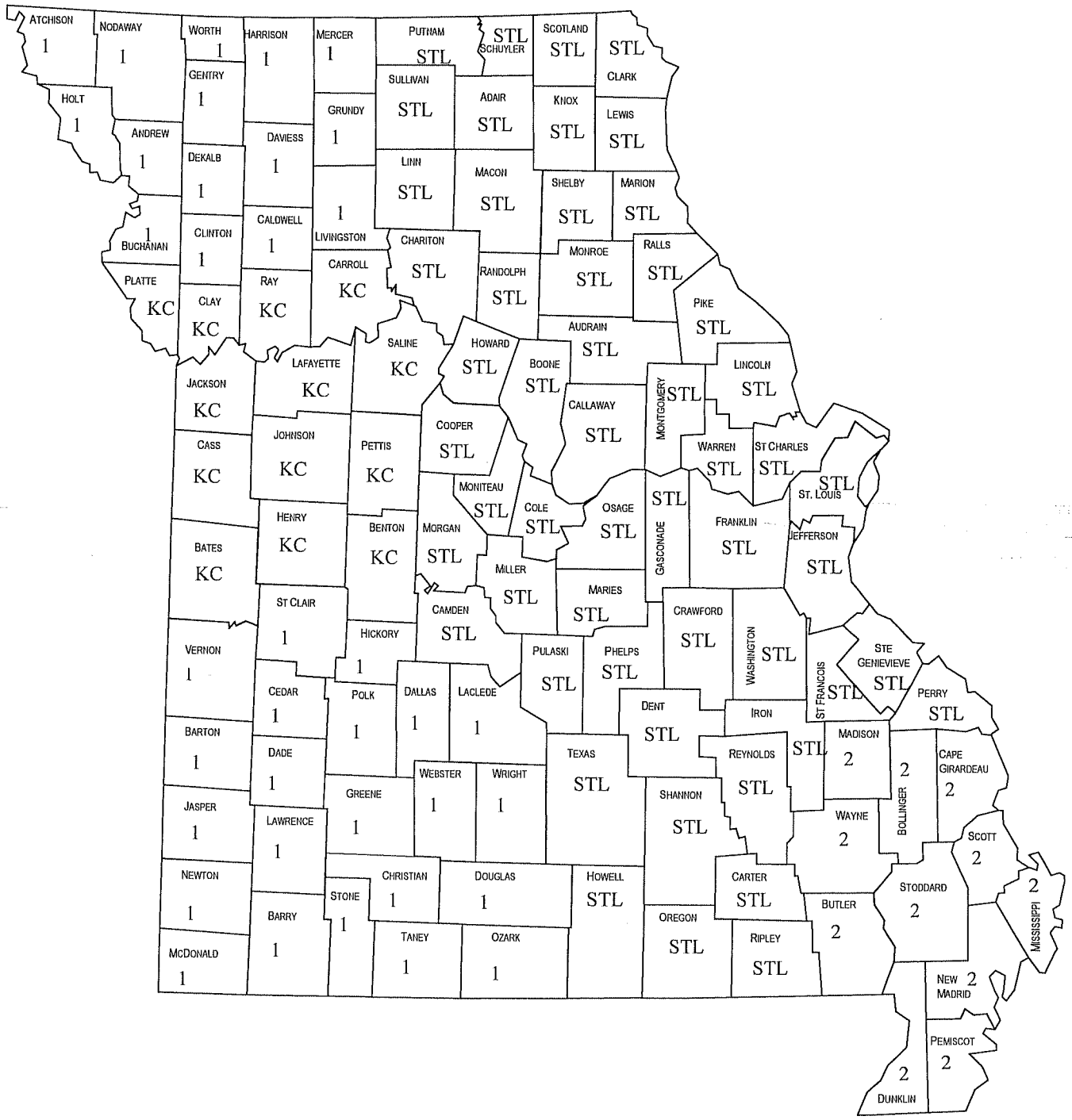


To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations
ELECTRICIAN, INSIDE WIREMAN
For the entire Counties of the following Areas:

AREAS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL	$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



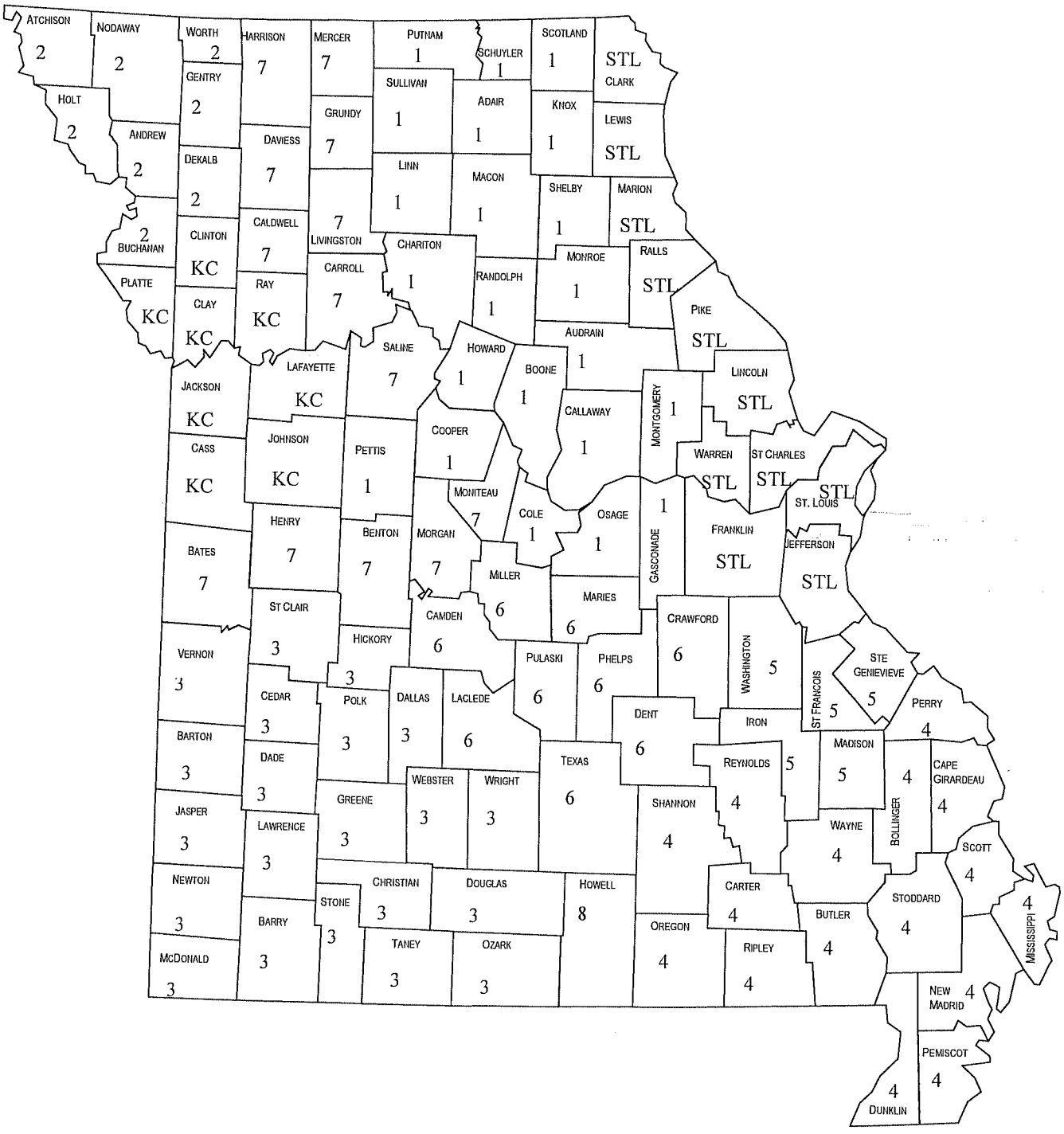
To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations

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 RATE BENEFITS	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.