

House \_\_\_\_\_ Amendment NO. \_\_\_\_\_

**Offered By**

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1 AMEND House Bill No. 34, Page 1, Section A, Line 2, by inserting after all said line the following:  
2 "8.675. As used in sections 8.675 to 8.687, the following terms mean:

3 (1) "Construction management services" includes:

4 (a) Services provided in the planning and design phases of the project including, but not  
5 limited to, consulting with, advising, assisting and making recommendations to the public owner and  
6 architect, engineer or registered landscape architect on all aspects of planning for project  
7 construction; reviewing all plans and specifications as they are being developed and making  
8 recommendations with respect to construction feasibility, availability of material and labor, time  
9 requirements for procurement and construction, and projected costs; making, reviewing and refining  
10 budget estimates based on the public owner's program and other available information; making  
11 recommendations to the public owner and the architect or engineer regarding the division of work in  
12 the plans and specifications to facilitate the bidding and awarding of contracts; soliciting the interest  
13 of capable contractors and assisting the owner in taking bids on the project; analyzing the bids  
14 received and awarding contracts; and preparing and monitoring a progress schedule during the  
15 design phase of the project and preparation of a proposed construction schedule; and

16 (b) Services provided in the construction phase of the project including, but not limited to,  
17 maintaining competent supervisory staff to coordinate and provide general direction of the work and  
18 progress of the contractors on the project; observing the work as it is being performed for general  
19 conformance with working drawings and specifications; establishing procedures for coordinating  
20 among the public owner, architect or engineer, contractors and construction manager with respect to  
21 all aspects of the project and implementing such procedures; maintaining job site records and making  
22 appropriate progress reports; implementing labor policy in conformance with the requirements of the  
23 public owner; reviewing the safety and equal opportunity programs of each contractor for  
24 conformance with the public owner's policy and making recommendations; reviewing and  
25 processing all applications for payment by involved contractors and material suppliers in accordance  
26 with the terms of the contract; making recommendations for and processing requests for changes in  
27 the work and maintaining records of change orders; scheduling and conducting job meetings to  
28 ensure orderly progress of the work; developing and monitoring a project progress schedule,  
29 coordinating and expediting the work of all contractors and providing periodic status reports to the  
30 owner and the architect or engineer; and, establishing and maintaining a cost control system and  
31 conducting meetings to review costs;

Action Taken \_\_\_\_\_ Date \_\_\_\_\_

1 (2) "Construction manager", any person providing construction management services for a  
2 public owner;

3 (3) "Public owner", any public body, [as defined in section 290.210] which includes the state  
4 of Missouri or any officer, official, authority, board or commission of the state, or other political  
5 subdivision thereof, or any institution supported in whole or in part by public funds.

6 8.683. Upon award of a construction management services contract, the successful  
7 construction manager shall contract with the public owner to furnish his skill and judgment in  
8 cooperation with, and reliance upon, the services of the project architect or engineer. The  
9 construction manager shall furnish business administration, management of the construction process  
10 and other specified services to the public owner and shall perform in an expeditious and economical  
11 manner consistent with the interest of the public owner. Should the public owner determine it to be  
12 in the public's best interest, the construction manager may provide or perform basic services for  
13 which reimbursement is provided in the general conditions to the construction management services  
14 contract. The construction manager shall not, however, be permitted to bid on or perform any of the  
15 actual construction on a public works project in which he is acting as construction manager, nor shall  
16 any construction firm which controls, is controlled by, or shares common ownership or control with,  
17 the construction manager be allowed to bid on or perform work on such project. The actual  
18 construction work on the project shall be awarded by competitive bidding as provided by law. All  
19 successful bidders shall contract directly with the public owner, but shall perform at the direction of  
20 the construction manager unless otherwise provided in the construction manager's contract with the  
21 public owner. All successful bidders shall provide payment and performance bonds to the public  
22 owner. [All successful bidders shall meet all the obligations of a prime contractor to whom a contract  
23 is awarded, pertaining to the payment of prevailing wages pursuant to sections 290.210 to 290.340.]  
24 In addition, all nonresident employers shall meet the bonding and registration requirements of  
25 sections 285.230 to 285.234.

26 34.217. Notwithstanding the provisions of section 1.140[,] and the provisions of [sections  
27 290.095 and 290.250 and] sections 34.203 to 34.216 shall not be severable. In the event a court of  
28 competent jurisdiction rules that any part of this act is unenforceable, the entire act shall be rendered  
29 null and void.

30 65.230. The following township officers shall be entitled to compensation at the following  
31 rates for each day necessarily devoted by them to the services of the township in discharging the  
32 duties of their respective offices:

33 (1) The township clerk, as clerk, the township trustee, as trustee, members of the township  
34 board, shall each receive a maximum amount of fifty dollars per day for the first meeting each month  
35 and a maximum amount of twenty dollars for each meeting thereafter during the month;

36 (2) The township trustee as ex officio treasurer shall receive a compensation of two percent  
37 for receiving and disbursing all moneys coming into his hands for the first fifty thousand dollars  
38 received as ex officio treasurer when the same shall not exceed the sum of one thousand dollars and  
39 one percent of all sums over this amount; and

40 (3) Township officials may receive an hourly wage set by the township board for labor  
41 performed for the benefit of the township. [Such wage shall not exceed the local prevailing wage

1 limits and shall not include pay received for attending monthly meetings or pay received by the  
2 treasurer for performing duties required of his or her office.]

3 89.410. 1. The planning commission shall recommend and the council may by ordinance  
4 adopt regulations governing the subdivision of land within its jurisdiction. The regulations, in  
5 addition to the requirements provided by law for the approval of plats, may provide requirements for  
6 the coordinated development of the city, town or village; for the coordination of streets within  
7 subdivisions with other existing or planned streets or with other features of the city plan or official  
8 map of the city, town or village; for adequate open spaces for traffic, recreation, light and air; and for  
9 a distribution of population and traffic; provided that, the city, town or village may only impose  
10 requirements for the posting of bonds, letters of credit or escrows for subdivision-related  
11 improvements as provided for in subsections 2 to 5 of this section.

12 2. The regulation may include requirements as to the extent and the manner in which the  
13 streets of the subdivision or any designated portions thereto shall be graded and improved as well as  
14 including requirements as to the extent and manner of the installation of all utility facilities.  
15 Compliance with all of these requirements is a condition precedent to the approval of the plat. The  
16 regulations or practice of the council may provide for the tentative approval of the plat previous to  
17 the improvements and utility installations; but any tentative approval shall not be entered on the plat.  
18 The regulations may provide that, in lieu of the completion of the work and installations previous to  
19 the final approval of a plat, the council shall accept, at the option of the developer, an escrow secured  
20 with cash or an irrevocable letter of credit deposited with the city, town, or village. The city, town,  
21 or village may accept a surety bond, and such bond shall be in an amount and with surety and other  
22 reasonable conditions, providing for and securing the actual construction and installation of the  
23 improvements and utilities within a period specified by the council and expressed in the bond. The  
24 release of any such escrow, letter of credit, or bond by the city, town or village shall be as specified  
25 in this section. The council may enforce the escrow or bond by all appropriate legal and equitable  
26 remedies. The regulations may provide, in lieu of the completion of the work and installations  
27 previous to the final approval of a plat, for an assessment or other method whereby the council is put  
28 in an assured position to do the work and make the installations at the cost of the owners of the  
29 property within the subdivision. The regulations may provide for the dedication, reservation or  
30 acquisition of lands and open spaces necessary for public uses indicated on the city plan and for  
31 appropriate means of providing for the compensation, including reasonable charges against the  
32 subdivision, if any, and over a period of time and in a manner as is in the public interest.

33 3. The regulations shall provide that in the event a developer who has posted an escrow, or  
34 letter of credit, or bond with a city, town, or village in accordance with subsection 2 of this section  
35 transfers title of the subdivision property prior to full release of the escrow, letter of credit, or bond,  
36 the municipality shall accept a replacement escrow or letter of credit from the successor developer in  
37 the form allowed in subsection 2 of this section and in the amount of the escrow or letter of credit  
38 held by the city, town, or village at the time of the property transfer, and upon receipt of the  
39 replacement escrow or letter of credit, the city, town, or village shall release the original escrow or  
40 letter of credit in full and release the prior developer from all further obligations with respect to the  
41 subdivision improvements if the successor developer assumes all of the outstanding obligations of

1 the previous developer. The city, town, or village may accept a surety bond from the successor  
2 developer in the form allowed in subsection 2 of this section and in the amount of the bond held by  
3 the city, town, or village at the time of the property transfer, and upon receipt of the replacement  
4 bond, the city, town, or village shall release the original bond in full, and release the prior developer  
5 from all further obligations with respect to the subdivision improvements.

6 4. The regulations shall provide that any escrow or bond amount held by the city, town or  
7 village to secure actual construction and installation on each component of the improvements or  
8 utilities shall be released within thirty days of completion of each category of improvement or utility  
9 work to be installed, minus a maximum retention of five percent which shall be released upon  
10 completion of all improvements and utility work. The city, town, or village shall inspect each  
11 category of improvement or utility work within twenty business days after a request for such  
12 inspection. Any such category of improvement or utility work shall be deemed to be completed  
13 upon certification by the city, town or village that the project is complete in accordance with the  
14 ordinance of the city, town or village including the filing of all documentation and certifications  
15 required by the city, town or village, in complete and acceptable form. The release shall be deemed  
16 effective when the escrow funds or bond amount are duly posted with the United States Postal  
17 Service or other agreed-upon delivery service or when the escrow funds or bond amount are hand  
18 delivered to an authorized person or place as specified by the owner or developer.

19 5. If the city, town or village has not released the escrow funds or bond amount within thirty  
20 days as provided in this section or provided a timely inspection of the improvements or utility work  
21 after request for such inspection, the city, town or village shall pay the owner or developer in  
22 addition to the escrow funds due the owner or developer, interest at the rate of one and one-half  
23 percent per month calculated from the expiration of the thirty-day period until the escrow funds or  
24 bond amount have been released. Any owner or developer aggrieved by the city's, town's or village's  
25 failure to observe the requirements of this section may bring a civil action to enforce the provisions  
26 of this section. In any civil action or part of a civil action brought pursuant to this section, the court  
27 may award the prevailing party or the city, town or village the amount of all costs attributable to the  
28 action, including reasonable attorneys' fees.

29 6. Nothing in this section shall apply to performance, maintenance and payment bonds  
30 required by cities, towns or villages.

31 7. Before adoption of its subdivision regulations or any amendment thereof, a duly  
32 advertised public hearing thereon shall be held by the council.

33 8. The provisions of subsection 2 of this section requiring the acceptance of an escrow  
34 secured by cash or an irrevocable letter of credit, rather than a surety bond, at the option of the  
35 developer, all of the provisions of subsection 3 of this section, and the provisions of subsections 4  
36 and 5 of this section regarding an inspection of improvements or utility work within twenty business  
37 days shall not apply to any home rule city with more than four hundred thousand inhabitants and  
38 located in more than one county.

39 [9. Notwithstanding the provisions of section 290.210 to the contrary, improvements secured  
40 by escrow, letter of credit, or bond as provided in this section shall not be subject to the terms of  
41 sections 290.210 to 290.340 unless they are paid for wholly or in part out of public funds.]

1 177.088. 1. As used in this section, the following terms shall mean:

2 (1) "Board", the board of education, board of trustees, board of regents, or board of  
3 governors of an educational institution;

4 (2) "Educational institution", any school district, including all community college districts,  
5 and any state college or university organized under chapter 174.

6 2. The board of any educational institution may enter into agreements as authorized in this  
7 section with a not-for-profit corporation formed under the general not-for-profit corporation law of  
8 Missouri, chapter 355, in order to provide for the acquisition, construction, improvement, extension,  
9 repair, remodeling, renovation and financing of sites, buildings, facilities, furnishings and equipment  
10 for the use of the educational institution for educational purposes.

11 3. The board may on such terms as it shall approve:

12 (1) Lease from the corporation sites, buildings, facilities, furnishings and equipment which  
13 the corporation has acquired or constructed; or

14 (2) Notwithstanding the provisions of this chapter or any other provision of law to the  
15 contrary, sell or lease at fair market value, which may be determined by appraisal, to the corporation  
16 any existing sites owned by the educational institution, together with any existing buildings and  
17 facilities thereon, in order for the corporation to acquire, construct, improve, extend, repair, remodel,  
18 renovate, furnish and equip buildings and facilities thereon, and then lease back or purchase such  
19 sites, buildings and facilities from the corporation; provided that upon selling or leasing the sites,  
20 buildings or facilities, the corporation agrees to enter into a lease for not more than one year but with  
21 not more than twenty-five successive options by the educational institution to renew the lease under  
22 the same conditions; and provided further that the corporation agrees to convey or sell the sites,  
23 buildings or facilities, including any improvements, extensions, renovations, furnishings or  
24 equipment, back to the educational institution with clear title at the end of the period of successive  
25 one-year options or at any time bonds, notes or other obligations issued by the corporation to pay for  
26 the improvements, extensions, renovations, furnishings or equipment have been paid and discharged.

27 4. Any consideration, promissory note or deed of trust which an educational institution  
28 receives for selling or leasing property to a not-for-profit corporation pursuant to this section shall be  
29 placed in a separate fund or in escrow, and neither the principal or any interest thereon shall be  
30 commingled with any other funds of the educational institutions. At such time as the title or deed for  
31 property acquired, constructed, improved, extended, repaired, remodeled or renovated under this  
32 section is conveyed to the educational institution, the consideration shall be returned to the  
33 corporation.

34 5. The board may make rental payments to the corporation under such leases out of its  
35 general funds or out of any other available funds, provided that in no event shall the educational  
36 institution become indebted in an amount exceeding in any year the income and revenue of the  
37 educational institution for such year plus any unencumbered balances from previous years.

38 6. Any bonds, notes and other obligations issued by a corporation to pay for the acquisition,  
39 construction, improvements, extensions, repairs, remodeling or renovations of sites, buildings and  
40 facilities, pursuant to this section, may be secured by a mortgage, pledge or deed of trust of the sites,  
41 buildings and facilities and a pledge of the revenues received from the rental thereof to the

1 educational institution. Such bonds, notes and other obligations issued by a corporation shall not be  
2 a debt of the educational institution and the educational institution shall not be liable thereon, and in  
3 no event shall such bonds, notes or other obligations be payable out of any funds or properties other  
4 than those acquired for the purposes of this section, and such bonds, notes and obligations shall not  
5 constitute an indebtedness of the educational institution within the meaning of any constitutional or  
6 statutory debt limitation or restriction.

7 7. The interest on such bonds, notes and other obligations of the corporation and the income  
8 therefrom shall be exempt from taxation by the state and its political subdivisions, except for death  
9 and gift taxes on transfers. Sites, buildings, facilities, furnishings and equipment owned by a  
10 corporation in connection with any project pursuant to this section shall be exempt from taxation.

11 8. The board may make all other contracts or agreements with the corporation necessary or  
12 convenient in connection with any project pursuant to this section. [The corporation shall comply  
13 with sections 290.210 to 290.340.]

14 9. Notice that the board is considering a project pursuant to this section shall be given by  
15 publication in a newspaper published within the county in which all or a part of the educational  
16 institution is located which has general circulation within the area of the educational institution, once  
17 a week for two consecutive weeks, the last publication to be at least seven days prior to the date of  
18 the meeting of the board at which such project will be considered and acted upon.

19 10. Provisions of other law to the contrary notwithstanding, the board may refinance any  
20 lease purchase agreement that satisfies at least one of the conditions specified in subsection 6 of  
21 section 165.011 for the purpose of payment on any lease with the corporation under this section for  
22 sites, buildings, facilities, furnishings or equipment which the corporation has acquired or  
23 constructed, but such refinance shall not extend the date of maturity of any obligation, and the  
24 refinancing obligation shall not exceed the amount necessary to pay or provide for the payment of  
25 the principal of the outstanding obligations to be refinanced, together with the interest accrued  
26 thereon to the date of maturity or redemption of such obligations and any premium which may be  
27 due under the terms of such obligations and any amounts necessary for the payments of costs and  
28 expenses related to issuing such refunding obligations and to fund a capital projects reserve fund for  
29 the obligations.

30 11. Provisions of other law to the contrary notwithstanding, payments made from any source  
31 by a school district, after the latter of July 1, 1994, or July 12, 1994, that result in the transfer of the  
32 title of real property to the school district, other than those payments made from the capital projects  
33 fund, shall be deducted as an adjustment to the funds payable to the district pursuant to section  
34 163.031 beginning in the year following the transfer of title to the district, as determined by the  
35 department of elementary and secondary education. No district with modular buildings leased in  
36 fiscal year 2004, with the lease payments made from the incidental fund and that initiates the transfer  
37 of title to the district after fiscal year 2007, shall have any adjustment to the funds payable to the  
38 district under section 163.031 as a result of the transfer of title.

39 12. Notwithstanding provisions of this section to the contrary, the board of education of any  
40 school district may enter into agreements with the county in which the school district is located, or  
41 with a city, town, or village wholly or partially located within the boundaries of the school district, in

1 order to provide for the acquisition, construction, improvement, extension, repair, remodeling,  
 2 renovation, and financing of sites, buildings, facilities, furnishings, and equipment for the use of the  
 3 school district for educational purposes. Such an agreement may provide for the present or future  
 4 acquisition of an ownership interest in such facilities by the school district, by lease, lease-purchase  
 5 agreement, option to purchase agreement, or similar provisions, and may provide for a joint venture  
 6 between the school district and other entity or entities that are parties to such an agreement providing  
 7 for the sharing of the costs of acquisition, construction, repair, maintenance, and operation of such  
 8 facilities. The school district may wholly own such facilities, or may acquire a partial ownership  
 9 interest along with the county, city, town, or village with which the agreement was executed.

10 285.500. For the purposes of sections 285.500 to 285.515 the following terms mean:

11 (1) "Employee", any individual who performs services for an employer that would indicate  
 12 an employer-employee relationship in satisfaction of the factors in IRS Rev. Rule 87-41, 1987-1  
 13 C.B.296.;

14 (2) "Employer", any individual, organization, partnership, political subdivision, corporation,  
 15 or other legal entity which has or had in the entity's employ five or more individuals performing  
 16 public works [as defined in section 290.210];

17 (3) "Knowingly", a person acts knowingly or with knowledge:

18 (a) With respect to the person's conduct or to attendant circumstances when the person is  
 19 aware of the nature of the person's conduct or that those circumstances exist; or

20 (b) With respect to a result of the person's conduct when the person is aware that the person's  
 21 conduct is practically certain to cause that result;

22 (4) "Public works", all fixed works constructed for public use or benefit or paid for wholly  
 23 or in part out of public funds. It also includes any work done directly by any public utility company  
 24 when performed by it pursuant to the order of the public service commission or other public  
 25 authority whether or not it be done under public supervision or direction or paid for wholly or in part  
 26 out of public funds when let to contract by said utility. It does not include any work done for or by  
 27 any drainage or levee district.

28 290.342. Except for federally-funded projects and services provided to the federal  
 29 government, no person in this state shall be paid a prevailing hourly wage. " ; and

30  
 31 Further amend said bill, Page 1, Section 290.344, Line 10, by inserting after all of said line the  
 32 following:

33 "292.630. 1. At all construction projects at which twenty people or more are engaged in the  
 34 performance of work, the primary employer or contractor at such project shall provide at least one  
 35 portable toilet for each twenty people; except that, the provisions of this section shall not apply to  
 36 any railroad company.

37 2. The provisions of this section shall be enforced by the department of labor and industrial  
 38 relations through the division of labor standards. Upon a finding by a court of competent jurisdiction  
 39 that a primary employer or contractor has willfully violated or omitted to comply with the  
 40 requirements of this section, such person or persons shall be [subject to penalty as provided by  
 41 section 290.340] punished for each violation thereof by a fine not exceeding five hundred dollars, or

1 by imprisonment not exceeding six months, or by both such fine and imprisonment. Each day such  
2 violation or omission continues shall constitute a separate offense as contemplated by this section.

3 393.715. 1. The general powers of a commission to the extent provided in section 393.710  
4 to be exercised for the benefit of its contracting members shall include the power to:

5 (1) Plan, develop, acquire, construct, reconstruct, operate, manage, dispose of, participate in,  
6 maintain, repair, extend or improve one or more projects, either exclusively or jointly or by  
7 participation with electric cooperative associations, municipally owned or public utilities or acquire  
8 any interest in or any rights to capacity of a project, within or outside the state, and act as an agent, or  
9 designate one or more other persons participating in a project to act as its agent, in connection with  
10 the planning, acquisition, construction, operation, maintenance, repair, extension or improvement of  
11 such project;

12 (2) Acquire, sell, distribute and process fuels necessary to the production of electric power  
13 and energy; provided, however, the commission shall not have the power or authority to erect, own,  
14 use or maintain a transmission line which is parallel or generally parallel to another transmission line  
15 in place within a distance of two miles, which serves the same general area sought to be served by  
16 the commission unless the public service commission finds that it is not feasible to utilize the  
17 transmission line which is in place;

18 (3) Acquire by purchase or lease, construct, install, and operate reservoirs, pipelines, wells,  
19 check dams, pumping stations, water purification plants, and other facilities for the production,  
20 wholesale distribution, and utilization of water and to own and hold such real and personal property  
21 as may be necessary to carry out the purposes of its organization; provided, however, that a  
22 commission shall not sell or distribute water, at retail or wholesale, within the certificated area of a  
23 water corporation which is subject to the jurisdiction of the public service commission unless the sale  
24 or distribution of water is within the boundaries of a public water supply district or municipality  
25 which is a contracting municipality in the commission and the commission has obtained the approval  
26 of the public service commission prior to commencing such said sale or distribution of water;

27 (4) Acquire by purchase or lease, construct, install, and operate lagoons, pipelines, wells,  
28 pumping stations, sewage treatment plants and other facilities for the treatment and transportation of  
29 sewage and to own and hold such real and personal property as may be necessary to carry out the  
30 purposes of its organization;

31 (5) Enter into operating, franchises, exchange, interchange, pooling, wheeling, transmission  
32 and other similar agreements with any person;

33 (6) Make and execute contracts and other instruments necessary or convenient to the exercise  
34 of the powers of the commission;

35 (7) Employ agents and employees;

36 (8) Contract with any person, within or outside the state, for the construction of any project  
37 or for any interest therein or any right to capacity thereof, without advertising for bids, preparing  
38 final plans and specifications in advance of construction, or securing performance and payment of  
39 bonds, except to the extent and on such terms as its board of directors or executive committee shall  
40 determine[. Any contract entered into pursuant to this subdivision shall contain a provision that the  
41 requirements of sections 290.210 to 290.340 shall apply];



1 (9) Purchase, sell, exchange, transmit, treat, dispose or distribute water, sewage, gas, heat or  
2 electric power and energy, or any by-product resulting therefrom, within and outside the state, in  
3 such amounts as it shall determine to be necessary and appropriate to make the most effective use of  
4 its powers and to meet its responsibilities, and to enter into agreements with any person with respect  
5 to such purchase, sale, exchange, treatment, disposal or transmission, on such terms and for such  
6 period of time as its board of directors or executive committee shall determine. A commission may  
7 not sell or distribute water, gas, heat or power and energy, or sell sewage service at retail to ultimate  
8 customers outside the boundary limits of its contracting municipalities except pursuant to subsection  
9 2 or 3 of this section;

10 (10) Acquire, own, hold, use, lease, as lessor or lessee, sell or otherwise dispose of,  
11 mortgage, pledge, or grant a security interest in any real or personal property, commodity or service  
12 or interest therein;

13 (11) Exercise the powers of eminent domain for public use as provided in chapter 523,  
14 except that the power of eminent domain shall not be exercised against any electric cooperative  
15 association, municipally owned or public utility;

16 (12) Incur debts, liabilities or obligations including the issuance of bonds pursuant to the  
17 authority granted in section 27 of article VI of the Missouri Constitution;

18 (13) Sue and be sued in its own name;

19 (14) Have and use a corporate seal;

20 (15) Fix, maintain and revise fees, rates, rents and charges for functions, services, facilities  
21 or commodities provided by the commission. The powers enumerated in this subdivision shall  
22 constitute the power to tax for purposes of article X, section 15 of the Missouri Constitution;

23 (16) Make, and from time to time, amend and repeal bylaws, rules and regulations not  
24 inconsistent with this section to carry into effect the powers and purposes of the commission;

25 (17) Notwithstanding the provisions of any other law, invest any funds held in reserve or  
26 sinking funds, or any funds not required for immediate disbursement, including the proceeds from  
27 the sale of any bonds, in such obligations, securities and other investments as the commission deems  
28 proper;

29 (18) Join organizations, membership in which is deemed by the board of directors or its  
30 executive committee to be beneficial to accomplishment of the commission's purposes;

31 (19) Exercise any other powers which are deemed necessary and convenient by the  
32 commission to effectuate the purposes of the commission; and

33 (20) Do and perform any acts and things authorized by this section under, through or by  
34 means of an agent or by contracts with any person.

35 2. When a municipality purchases a privately owned water utility and a commission is  
36 created pursuant to sections 393.700 to 393.770, the commission may continue to serve those  
37 locations previously receiving water from the private utility even though the location receives such  
38 service outside the geographical area of the municipalities forming the commission. New water  
39 service may be provided in such areas if the site to receive such service is located within one-fourth  
40 of a mile from a site serviced by the privately owned water utility.

41 3. When a commission created by any of the contracting entities listed in subdivision (4) of

1 section 393.705 becomes a successor to any nonprofit water corporation, nonprofit sewer  
2 corporation or other nonprofit agency or entity organized to provide water or sewer service, the  
3 commission may continue to serve, as well as provide new service to, those locations and areas  
4 previously receiving water or sewer service from such nonprofit entity, regardless of whether or not  
5 such location receives such service outside the geographical service area of the contracting entities  
6 forming such commission; provided that such locations and areas previously receiving water and  
7 sewer service from such nonprofit entity are not located within:

8 (1) Any county of the first classification with a population of more than six hundred  
9 thousand and less than nine hundred thousand;

10 (2) The boundaries of any sewer district established pursuant to article VI, section 30(a) of  
11 the Missouri Constitution; or

12 (3) The certificated area of a water or sewer corporation that is subject to the jurisdiction of  
13 the public service commission.

14 407.828. 1. Notwithstanding any provision in a franchise to the contrary, each franchisor  
15 shall specify in writing to each of its franchisees in this state the franchisee's obligations for  
16 preparation, delivery, and warranty service on its products. The franchisor shall fairly and  
17 reasonably compensate the franchisee for preparation, delivery, and warranty service required of the  
18 franchisee by the franchisor. The franchisor shall provide the franchisee with the schedule of  
19 compensation to be paid to the franchisee for parts, labor, and service, and the time allowance for the  
20 performance of the labor and service for the franchisee's obligations for preparation, delivery, and  
21 warranty service.

22 2. The schedule of compensation shall include reasonable compensation for diagnostic work,  
23 as well as repair service and labor for the franchisee to meet its obligations for preparation, delivery,  
24 and warranty service. The schedule shall also include reasonable and adequate time allowances for  
25 the diagnosis and performance of preparation, delivery, and warranty service to be performed in a  
26 careful and professional manner. [In the determination of what constitutes reasonable compensation  
27 for labor and service pursuant to this section, the principal factor to be given consideration shall be  
28 the prevailing wage rates being charged for similar labor and service by franchisees in the market in  
29 which the franchisee is doing business, and in no event shall the compensation of a franchisee for  
30 labor and service be less than the rates charged by the franchisee for similar labor and service to  
31 retail customers for nonwarranty labor and service, provided that such rates are reasonable. The  
32 primary factor in determining a fair and reasonable compensation for parts under this section shall be  
33 the prevailing amount charged for similar parts by other same line-make franchisees in the market in  
34 which the franchisee is doing business and the fair and reasonable compensation for parts shall not  
35 be less than the amount charged by the franchisee for similar parts to retail customers for  
36 nonwarranty parts, provided that such rates are reasonable. If another same line-make franchisee is  
37 not available within the market, then the prevailing amount charged for similar parts by other  
38 franchisees in the market shall be used as the primary factor.]

39 3. A franchisor shall perform all warranty obligations, including recall notices; include in  
40 written notices of franchisor recalls to new motor vehicle owners and franchisees the expected date  
41 by which necessary parts and equipment will be available to franchisees for the correction of the

1 defects; and reasonably compensate any of the franchisees in this state for repairs required by the  
2 recall. Reasonable compensation for parts, labor, and service shall be determined under subsection 2  
3 of this section.

4 4. No franchisor shall require a franchisee to submit a claim authorized under this section  
5 sooner than thirty days after the franchisee completes the preparation, delivery, or warranty service  
6 authorizing the claim for preparation, delivery, or warranty service. All claims made by a franchisee  
7 under this section shall be paid within thirty days after their approval. All claims shall be either  
8 approved or disapproved by the franchisor within thirty days after their receipt on a proper form  
9 generally used by the franchisor and containing the usually required information therein. Any claims  
10 not specifically disapproved in writing within thirty days after the receipt of the form shall be  
11 considered to be approved and payment shall be made within fifteen days thereafter. A franchisee  
12 shall not be required to maintain defective parts for more than thirty days after submission of a  
13 claim.

14 5. A franchisor shall compensate the franchisee for franchisor-sponsored sales or service  
15 promotion events, including but not limited to, rebates, programs, or activities in accordance with  
16 established written guidelines for such events, programs, or activities, which guidelines shall be  
17 provided to each franchisee.

18 6. No franchisor shall require a franchisee to submit a claim authorized under subsection 5 of  
19 this section sooner than thirty days after the franchisee becomes eligible to submit the claim. All  
20 claims made by a franchisee pursuant to subsection 5 of this section for promotion events, including  
21 but not limited to rebates, programs, or activities shall be paid within ten days after their approval.  
22 All claims shall be either approved or disapproved by the franchisor within thirty days after their  
23 receipt on a proper form generally used by the franchisor and containing the usually required  
24 information therein. Any claim not specifically disapproved in writing within thirty days after the  
25 receipt of this form shall be considered to be approved and payment shall be made within ten days.

26 7. In calculating the retail rate customarily charged by the franchisee for parts, service, and  
27 labor, the following work shall not be included in the calculation:

28 (1) Repairs for franchisor, manufacturer, or distributor special events, specials, or  
29 promotional discounts for retail customer repairs;

30 (2) Parts sold at wholesale;

31 (3) Engine assemblies and transmission assemblies;

32 (4) Routine maintenance not covered under any retail customer warranty, such as fluids,  
33 filters, and belts not provided in the course of repairs;

34 (5) Nuts, bolts, fasteners, and similar items that do not have an individual part number;

35 (6) Tires; and

36 (7) Vehicle reconditioning.

37 8. If a franchisor, manufacturer, importer, or distributor furnishes a part or component to a  
38 franchisee, at no cost, to use in performing repairs under a recall, campaign service action, or  
39 warranty repair, the franchisor shall compensate the franchisee for the part or component in the same  
40 manner as warranty parts compensation under this section by compensating the franchisee at the  
41 average markup on the cost for the part or component as listed in the price schedule of the franchisor,

1 manufacturer, importer, or distributor, less the cost for the part or component.

2 9. A franchisor shall not require a franchisee to establish the retail rate customarily charged  
3 by the franchisee for parts, service, or labor by an unduly burdensome or time-consuming method or  
4 by requiring information that is unduly burdensome or time consuming to provide, including, but not  
5 limited to, part-by-part or transaction-by-transaction calculations. A franchisee shall not request a  
6 franchisor to approve a different labor rate or parts rate more than twice in one calendar year.

7 10. If a franchisee submits any claim under this section to a franchisor that is incomplete,  
8 inaccurate, or lacking any information usually required by the franchisor, then the franchisor shall  
9 promptly notify the franchisee, and the time limit to submit the claim shall be extended for a  
10 reasonable length of time, not less than five business days following notice by the franchisor to the  
11 franchisee, for the franchisee to provide the complete, accurate, or lacking information to the  
12 franchisor.

13 11. (1) A franchisor may only audit warranty, sales, or incentive claims and charge-back to  
14 the franchisee unsubstantiated claims for a period of twelve months following payment, subject to all  
15 of the provisions of this section. Furthermore, if the franchisor has good cause to believe that a  
16 franchisee has submitted fraudulent claims, then the franchisor may only audit suspected fraudulent  
17 warranty, sales, or incentive claims and charge-back to the franchisee fraudulent claims for a period  
18 of two years following payment, subject to all provisions of this section.

19 (2) A franchisor shall not require documentation for warranty, sales, or incentive claims  
20 more than twelve months after the claim was paid.

21 (3) Prior to requiring any charge-back, reimbursement, or credit against a future transaction  
22 arising out of an audit, the franchisor shall submit written notice to the franchisee along with a copy  
23 of its audit and the detailed reason for each intended charge-back, reimbursement, or credit. A  
24 franchisee may file a complaint with the administrative hearing commission within thirty days after  
25 receipt of any such written notice challenging such action. If a complaint is filed within the thirty  
26 days, then the charge-back, reimbursement, or credit shall be stayed pending a hearing and  
27 determination of the matter under section 407.822. If the administrative hearing commission  
28 determines that any portion of the charge-back, reimbursement, or credit is improper, then that  
29 portion of the charge-back, reimbursement, or credit shall be void and not allowed.

30 407.1047. 1. The provisions of this section shall apply to franchisors and franchisees  
31 engaged in the sale of motorcycles and all-terrain vehicles.

32 2. Each franchisor shall specify in writing to each of its franchisees in this state the  
33 franchisee's obligations for preparation, delivery, and warranty service on its products. The  
34 franchisor shall compensate the franchisee for warranty service required of the franchisee by the  
35 franchisor.

36 3. The franchisor shall provide the franchisee with the schedule of compensation to be paid  
37 to the franchisee for parts, work, and service, and the time allowance for the performance of the  
38 work and service. The schedule of compensation shall include reasonable compensation for  
39 diagnostic work, as well as repair service and labor. Time allowances for the diagnosis and  
40 performance of warranty work and service shall be reasonable and adequate for the work performed.  
41 [In the determination of what constitutes reasonable compensation under this section, the principal

1 factor to be given consideration shall be the prevailing wage rates being paid by the franchisees in  
2 the community in which the franchisee is doing business, and in no event shall the compensation of a  
3 franchisee for warranty labor be less than the rates charged by the franchisee for like service to retail  
4 customers for nonwarranty service and repairs, provided that such rates are reasonable.]

5 4. A franchisor shall not:

6 (1) Fail to perform any warranty obligation;

7 (2) Fail to include in written notices of franchisor recalls to owners of new motorcycles and  
8 all-terrain vehicles the expected date by which necessary parts and equipment will be available to  
9 franchisees for the correction of the defects; or

10 (3) Fail to compensate any of the franchisees in this state for repairs effected by the recall.

11 5. All claims made by a franchisee pursuant to this section for labor and parts shall be paid  
12 within thirty days after their approval. All claims shall be either approved or disapproved by the  
13 franchisor within thirty days after their receipt on a proper form generally used by the franchisor and  
14 containing the usually required information therein. Any claims not specifically disapproved in  
15 writing within thirty days after the receipt of the form shall be considered to be approved and  
16 payment shall be made within thirty days. A claim that has been approved and paid may not be  
17 charged back to the franchisee unless the franchisor can show that the claim was fraudulent, false, or  
18 unsubstantiated, except that a charge back for false or fraudulent claims shall not be made more than  
19 two years after payment, and a charge back for unsubstantiated claims shall not be made more than  
20 fifteen months after payment. A franchisee shall maintain all records of warranty repairs, including  
21 the related time records of its employees, for at least two years following payment of any warranty  
22 claim.

23 6. A franchisor shall compensate the franchisee for franchisor-sponsored sales or service  
24 promotion events, programs, or activities in accordance with established guidelines for such events,  
25 programs, or activities.

26 7. All claims made by a franchisee pursuant to subsection 5 of this section for promotion  
27 events, programs, or activities shall be paid within twenty-five days after their approval or program  
28 close, whichever comes later. All claims except those of the type set forth in subdivisions (1) and (2)  
29 of this subsection shall be either approved or disapproved by the franchisor within thirty days after  
30 their receipt on a proper form generally used by the franchisor and containing the usually required  
31 information therein. Any claim not specifically disapproved in writing within thirty days after the  
32 receipt of this form shall be considered to be approved, and payment shall be made within thirty  
33 days. The franchisor has the right to charge back any claim for twelve months after the later of  
34 either the close of the promotion event, program, or activity, or the date of the payment. The  
35 provisions of this subsection shall not apply to:

36 (1) Claims related to holdbacks, retail sales bonuses, or similar programs in which the  
37 franchisor accrues a certain portion of the vehicle sales price for the franchisee and then at a later  
38 point in time pays that amount to the franchisee, in which event the franchisor shall compensate a  
39 franchisee no later than forty-five days following the payment date that the franchisor specified in  
40 the program;

41 (2) Claims related to franchisor's use of a "balance forward account" to make

1 reimbursement, in which event the franchisor shall compensate a franchisee no later than  
2 seventy-five days following the date that the franchisee properly registered the manufacturer's  
3 limited warranty for the vehicle.

4 516.130. Within three years:

5 (1) An action against a sheriff, coroner or other officer, upon a liability incurred by the doing  
6 of an act in his official capacity and in virtue of his office, or by the omission of an official duty,  
7 including the nonpayment of money collected upon an execution or otherwise;

8 (2) An action upon a statute for a penalty or forfeiture, where the action is given to the party  
9 aggrieved, or to such party and the state[;

10 (3) An action under section 290.300].

11 630.546. 1. The commissioner of administration is authorized to enter into a lease purchase  
12 agreement for the use of facilities to be constructed by a private developer on the grounds of the  
13 existing St. Louis state hospital for the use of the department of mental health, provided any facilities  
14 to be constructed shall contain provisions for a possible adaptive re-use of the present "dome"  
15 building.

16 2. The attorney general shall approve the instrument of conveyance as to form.

17 [3. Not less than the prevailing hourly rate of wages paid generally in the locality in which  
18 the work is performed shall be paid by contractors or subcontractors to employees or other workers  
19 when such contractors or subcontractors construct facilities for private developers on the grounds of  
20 the existing St. Louis state hospital for the use of the department of mental health. Such construction  
21 projects shall be considered public works and the determination of the prevailing hourly rate of  
22 wages for the locality shall be made in accordance with the provisions of sections 290.210 to  
23 290.340.]

24 [290.095. 1. No contractor or subcontractor may directly or indirectly receive a  
25 wage subsidy, bid supplement, or rebate for employment on a public works project if  
26 such wage subsidy, bid supplement, or rebate has the effect of reducing the wage rate  
27 paid by the employer on a given occupational title below the prevailing wage rate as  
28 provided in section 290.262.

29 2. In the event a wage subsidy, bid supplement, or rebate is lawfully provided or  
30 received under subsections 1 or 2 of this section, the entity receiving such subsidy,  
31 supplement, or rebate shall report the date and amount of such subsidy, supplement,  
32 or rebate to the public body within thirty days of receipt of payment. This disclosure  
33 report shall be a matter of public record under chapter 610.

34 3. Any employer in violation of this section shall owe to the public body  
35 double the dollar amount per hour that the wage subsidy, bid supplement, or rebate  
36 has reduced the wage rate paid by the employer below the prevailing wage rate as  
37 provided in section 290.262 for each hour that work was performed. It shall be the  
38 duty of the department to calculate the dollar amount owed to the public body under  
39 this section.]

40  
41 [290.210. As used in sections 290.210 to 290.340, unless the context indicates

1 otherwise:

2 (1) "Construction" includes construction, reconstruction, improvement, enlargement,  
3 alteration, painting and decorating, or major repair.

4 (2) "Department" means the department of labor and industrial relations.

5 (3) "Locality" means the county where the physical work upon public works is  
6 performed, except that if there is not available in the county a sufficient number of  
7 competent skilled workmen to construct the public works efficiently and properly,  
8 "locality" may include two or more counties adjacent to the one in which the work or  
9 construction is to be performed and from which such workers may be obtained in  
10 sufficient numbers to perform the work, and that, with respect to contracts with the  
11 state highways and transportation commission, "locality" may be construed to include  
12 two or more adjacent counties from which workmen may be accessible for work on  
13 such construction.

14 (4) "Maintenance work" means the repair, but not the replacement, of existing  
15 facilities when the size, type or extent of the existing facilities is not thereby changed  
16 or increased.

17 (5) "Prevailing hourly rate of wages" means the wages paid generally, in the locality  
18 in which the public works is being performed, to workmen engaged in work of a  
19 similar character including the basic hourly rate of pay and the amount of the rate of  
20 contributions irrevocably made by a contractor or subcontractor to a trustee or to a  
21 third person pursuant to a fund, plan or program, and the amount of the rate of costs  
22 to the contractor or subcontractor which may be reasonably anticipated in providing  
23 benefits to workmen and mechanics pursuant to an enforceable commitment to carry  
24 out a financially responsible plan or program which was communicated in writing to  
25 the workmen affected, for medical or hospital care, pensions on retirement or death,  
26 compensation for injuries or illness resulting from occupational activity, or insurance  
27 to provide any of the foregoing, for unemployment benefits, life insurance, disability  
28 and sickness insurance, accident insurance, for vacation and holiday pay, for  
29 defraying costs of apprenticeship or other similar programs, or for other bona fide  
30 fringe benefits, but only where the contractor or subcontractor is not required by other  
31 federal or state law to provide any of the benefits; provided, that the obligation of a  
32 contractor or subcontractor to make payment in accordance with the prevailing wage  
33 determinations of the department, insofar as sections 290.210 to 290.340 are  
34 concerned, may be discharged by the making of payments in cash, by the making of  
35 irrevocable contributions to trustees or third persons as provided herein, by the  
36 assumption of an enforceable commitment to bear the costs of a plan or program as  
37 provided herein, or any combination thereof, where the aggregate of such payments,  
38 contributions and costs is not less than the rate of pay plus the other amounts as  
39 provided herein.

40 (6) "Public body" means the state of Missouri or any officer, official, authority, board  
41 or commission of the state, or other political subdivision thereof, or any institution

1 supported in whole or in part by public funds.

2 (7) "Public works" means all fixed works constructed for public use or benefit or  
3 paid for wholly or in part out of public funds. It also includes any work done directly  
4 by any public utility company when performed by it pursuant to the order of the  
5 public service commission or other public authority whether or not it be done under  
6 public supervision or direction or paid for wholly or in part out of public funds when  
7 let to contract by said utility. It does not include any work done for or by any  
8 drainage or levee district.

9 (8) "Workmen" means laborers, workmen and mechanics.]

10  
11 [290.220. It is hereby declared to be the policy of the state of Missouri that a wage of  
12 no less than the prevailing hourly rate of wages for work of a similar character in the  
13 locality in which the work is performed shall be paid to all workmen employed by or  
14 on behalf of any public body engaged in public works exclusive of maintenance  
15 work.]

16  
17 [290.230. 1. Not less than the prevailing hourly rate of wages for work of a similar  
18 character in the locality in which the work is performed, and not less than the  
19 prevailing hourly rate of wages for legal holiday and overtime work, shall be paid to  
20 all workmen employed by or on behalf of any public body engaged in the  
21 construction of public works, exclusive of maintenance work. Only such workmen as  
22 are directly employed by contractors or subcontractors in actual construction work on  
23 the site of the building or construction job shall be deemed to be employed upon  
24 public works.

25 2. When the hauling of materials or equipment includes some phase of construction  
26 other than the mere transportation to the site of the construction, workmen engaged in  
27 this dual capacity shall be deemed employed directly on public works.]

28  
29 [290.240. 1. The department shall inquire diligently as to any violation of sections  
30 290.210 to 290.340, shall institute actions for penalties herein prescribed, and shall  
31 enforce generally the provisions of sections 290.210 to 290.340.

32 2. The department may establish rules and regulations for the purpose of  
33 carrying out the provisions of sections 290.210 to 290.340.]

34  
35 [290.250. 1. Every public body authorized to contract for or construct public works  
36 before advertising for bids or undertaking such construction shall request the  
37 department to determine the prevailing rates of wages for workmen for the class or  
38 type of work called for by the public works, in the locality where the work is to be  
39 performed. The department shall determine the prevailing hourly rate of wages in the  
40 locality in which the work is to be performed for each type of workman required to  
41 execute the contemplated contract and such determination or schedule of the



1 prevailing hourly rate of wages shall be attached to and made a part of the  
2 specifications for the work. The public body shall then specify in the resolution or  
3 ordinance and in the call for bids for the contract what is the prevailing hourly rate of  
4 wages in the locality for each type of workman needed to execute the contract and  
5 also the general prevailing rate for legal holiday and overtime work. It shall be  
6 mandatory upon the contractor to whom the contract is awarded and upon any  
7 subcontractor under him to pay not less than the specified rates to all workmen  
8 employed by them in the execution of the contract. The public body awarding the  
9 contract shall cause to be inserted in the contract a stipulation to the effect that not  
10 less than the prevailing hourly rate of wages shall be paid to all workmen performing  
11 work under the contract. The employer shall forfeit as a penalty to the state, county,  
12 city and county, city, town, district or other political subdivision on whose behalf the  
13 contract is made or awarded one hundred dollars for each workman employed, for  
14 each calendar day, or portion thereof, such workman is paid less than the said  
15 stipulated rates for any work done under said contract, by him or by any subcontractor  
16 under him, and the said public body awarding the contract shall cause to be inserted in  
17 the contract a stipulation to this effect. It shall be the duty of such public body  
18 awarding the contract, and its agents and officers, to take cognizance of all complaints  
19 of all violations of the provisions of sections 290.210 to 290.340 committed in the  
20 course of the execution of the contract, and, when making payments to the contractor  
21 becoming due under said contract, to withhold and retain therefrom all sums and  
22 amounts due and owing as a result of any violation of sections 290.210 to 290.340. It  
23 shall be lawful for any contractor to withhold from any subcontractor under him  
24 sufficient sums to cover any penalties withheld from him by the awarding body on  
25 account of said subcontractor's failure to comply with the terms of sections 290.210 to  
26 290.340, and if payment has already been made to him, the contractor may recover  
27 from him the amount of the penalty in a suit at law.

28 2. In determining whether a violation of sections 290.210 to 290.340 has occurred,  
29 and whether the penalty under subsection 1 of this section shall be imposed, it shall be  
30 the duty of the department to investigate any claim of violation. Upon completing  
31 such investigation, the department shall notify the employer of its findings. If the  
32 department concludes that a violation of sections 290.210 to 290.340 has occurred  
33 and a penalty may be due, the department shall notify the employer of such finding by  
34 providing a notice of penalty to the employer. Such penalty shall not be due until  
35 forty-five days after the date of the notice of the penalty.

36 3. The employer shall have the right to dispute such notice of penalty in writing to  
37 the department within forty-five days of the date of the notice. Upon receipt of this  
38 written notice of dispute, the department shall notify the employer of the right to  
39 resolve such dispute through arbitration. The state and the employer shall submit to  
40 an arbitration process to be established by the department by rule, and in conformance  
41 with the guidelines and rules of the American Arbitration Association or other

1 arbitration process mutually agreed upon by the employer and the state. If at any time  
2 prior to the department pursuing an enforcement action to enforce the monetary  
3 penalty provisions of subsection 1 of this section against the employer, the employer  
4 pays the back wages as determined by either the department or the arbitrator, the  
5 department shall be precluded from initiating any enforcement action to impose the  
6 monetary penalty provisions of subsection 1 of this section.

7 4. If the employer fails to pay all wages due as determined by the arbitrator within  
8 forty-five days following the conclusion of the arbitration process, or if the employer  
9 fails to exercise the right to seek arbitration, the department may then pursue an  
10 enforcement action to enforce the monetary penalty provisions of subsection 1 of this  
11 section against the employer. If the court orders payment of the penalties as  
12 prescribed in subsection 1 of this section, the department shall be entitled to recover  
13 its actual cost of enforcement from such penalty amount.

14 5. Nothing in this section shall be interpreted as precluding an action for enforcement  
15 filed by an aggrieved employee as otherwise provided in law.]

16  
17 [290.260. 1. The department, as it deems necessary, shall from time to time  
18 investigate and determine the prevailing hourly rate of wages in the localities. A  
19 determination applicable to every locality to be contained in a general wage order  
20 shall be made annually on or before July first of each year for the Missouri state  
21 highways and transportation commission and shall remain in effect until superseded  
22 by a new general wage order. In determining prevailing rates, the department shall  
23 ascertain and consider the applicable wage rates established by collective bargaining  
24 agreements, if any, and the rates that are paid generally within the locality.

25 2. A certified copy of the determination so made shall be filed immediately with the  
26 secretary of state and with the department in Jefferson City. Copies shall be supplied  
27 by the department to all persons requesting them within ten days after the filing.

28 3. At any time within thirty days after the certified copies of the determinations have  
29 been filed with the secretary of state and the department, any person who is affected  
30 thereby may object in writing to the determination or the part thereof that he deems  
31 objectionable by filing a written notice with the department, stating the specific  
32 grounds of the objection.

33 4. Within thirty days of the receipt of the objection, the department shall set a date for  
34 a hearing on the objection. The date for the hearing shall be within sixty days of the  
35 receipt of the objection. Written notice of the time and place of the hearing shall be  
36 given to the objectors at least ten days prior to the date set for the hearing.

37 5. The department at its discretion may hear each written objection separately or  
38 consolidate for hearing any two or more written objections. At the hearing the  
39 department shall first introduce in evidence the investigation it instituted and the other  
40 facts which were considered at the time of the original determination which formed  
41 the basis for its determination. The department, or the objector, or any interested

1 party, thereafter may introduce any evidence that is material to the issues.

2 6. Within twenty days of the conclusion of the hearing, the department must rule on  
3 the written objection and make the final determination that it believes the evidence  
4 warrants. Immediately, the department shall file a certified copy of its final  
5 determination with the secretary of state and with the department and shall serve a  
6 copy of the final determination on all parties to the proceedings by personal service or  
7 by registered mail.

8 7. This final decision of the department of the prevailing wages in the locality  
9 is subject to review in accordance with the provisions of chapter 536. Any person  
10 affected, whether or not the person participated in the proceedings resulting in the  
11 final determination, may have the decision of the department reviewed. The filing of  
12 the final determination with the secretary of state shall be considered a service of the  
13 final determination on persons not participating in the administrative proceedings  
14 resulting in the final determination.

15 8. At any time before trial any person affected by the final determination of the  
16 department may intervene in the proceedings to review under chapter 536 and be  
17 made a party to the proceedings.

18 9. All proceedings in any court affecting a determination of the department under the  
19 provisions of sections 290.210 to 290.340 shall have priority in hearing and  
20 determination over all other civil proceedings pending in the court, except election  
21 contests.]

22  
23 [290.262. 1. Except as otherwise provided in section 290.260, the department shall  
24 annually investigate and determine the prevailing hourly rate of wages in each  
25 locality for each separate occupational title. A final determination applicable to every  
26 locality to be contained in an annual wage order shall be made annually on or before  
27 July first of each year and shall remain in effect until superseded by a new annual  
28 wage order or as otherwise provided in this section. In determining prevailing rates,  
29 the department shall ascertain and consider the applicable wage rates established by  
30 collective bargaining agreements, if any, and the rates that are paid generally within  
31 the locality, and shall, by March tenth of each year, make an initial determination for  
32 each occupational title within the locality.

33 2. A certified copy of the initial determinations so made shall be filed immediately  
34 with the secretary of state and with the department in Jefferson City. Copies shall be  
35 supplied by the department to all persons requesting them within ten days after the  
36 filing.

37 3. At any time within thirty days after the certified copies of the determinations have  
38 been filed with the secretary of state and the department, any person who is affected  
39 thereby may object in writing to a determination or a part thereof that he deems  
40 objectionable by filing a written notice with the department, stating the specific  
41 grounds of the objection. If no objection is filed, the determination is final after thirty

1 days.

2 4. After the receipt of the objection, the department shall set a date for a hearing on  
3 the objection. The date for the hearing shall be within sixty days of the receipt of the  
4 objection. Written notice of the time and place of the hearing shall be given to the  
5 objectors at least ten days prior to the date set for the hearing.

6 5. The department at its discretion may hear each written objection separately or  
7 consolidate for hearing any two or more written objections. At the hearing the  
8 department shall first introduce in evidence the investigation it instituted and the other  
9 facts which were considered at the time of the original determination which formed  
10 the basis for its determination. The department, or the objector, or any interested  
11 party, thereafter may introduce any evidence that is material to the issues.

12 6. Within twenty days of the conclusion of the hearing, the department shall rule on  
13 the written objection and make the final determination that it believes the evidence  
14 warrants. Immediately, the department shall file a certified copy of its final  
15 determination with the secretary of state and with the department and shall serve a  
16 copy of the final determination on all parties to the proceedings by personal service or  
17 by registered mail.

18 7. This final decision of the department of the prevailing wages in the locality for  
19 each occupational title is subject to review in accordance with the provisions of  
20 chapter 536. Any person affected, whether or not the person participated in the  
21 proceedings resulting in the final determination, may have the decision of the  
22 department reviewed. The filing of the final determination with the secretary of state  
23 shall be considered a service of the final determination on persons not participating in  
24 the administrative proceedings resulting in the final determination.

25 8. At any time before trial any person affected by the final determination of the  
26 department may intervene in the proceedings to review under chapter 536 and be  
27 made a party to the proceedings.

28 9. Any annual wage order made for a particular occupational title in a locality may be  
29 altered once each year, as provided in this subsection. The prevailing wage for each  
30 such occupational title may be adjusted on the anniversary date of any collective  
31 bargaining agreement which covers all persons in that particular occupational title in  
32 the locality in accordance with any annual incremental wage increases set in the  
33 collective bargaining agreement. If the prevailing wage for an occupational title is  
34 adjusted pursuant to this subsection, the employee's representative or employer in  
35 regard to such collective bargaining agreement shall notify the department of this  
36 adjustment, including the effective date of the adjustment. The adjusted prevailing  
37 wage shall be in effect until the next final annual wage order is issued pursuant to this  
38 section. The wage rates for any particular job, contracted and commenced within  
39 sixty days of the contract date, which were set as a result of the annual or revised  
40 wage order, shall remain in effect for the duration of that particular job.

41 10. In addition to all other reporting requirements of sections 290.210 to 290.340,

1 each public body which is awarding a contract for a public works project shall, prior  
2 to beginning of any work on such public works project, notify the department, on a  
3 form prescribed by the department, of the scope of the work to be done, the various  
4 types of craftsmen who will be needed on the project, and the date work will  
5 commence on the project.]

6  
7 [290.263. The hourly wages to be paid as prescribed in section 290.250 to workmen  
8 upon public works shall not be less than the minimum wage specified under Section  
9 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.]

10  
11 [290.265. A clearly legible statement of all prevailing hourly wage rates to be paid to  
12 all workmen employed in order to execute the contract and employed on the  
13 construction of the public works shall be kept posted in a prominent and easily  
14 accessible place at the site thereof by each contractor and subcontractor engaged in  
15 the public works projects under the provisions of this law and such notice shall  
16 remain posted during the full time that any such workman shall be employed on the  
17 public works.]

18  
19 [290.270. The finding of the department ascertaining and declaring the prevailing  
20 hourly rate of wages shall be final for the locality, unless reviewed under the  
21 provisions of sections 290.210 to 290.340. Nothing in sections 290.210 to 290.340,  
22 however, shall be construed to prohibit the payment to any workman employed on  
23 any public work of more than the prevailing rate of wages. Nothing in sections  
24 290.210 to 290.340 shall be construed to limit the hours of work which may be  
25 performed by any workman in any particular period of time.]

26  
27 [290.280. The authorized representative of the department may administer oaths,  
28 take or cause to be taken the depositions of witnesses, and require by subpoena the  
29 attendance and testimony of witnesses and the production of all books, records, and  
30 other evidence relative to any matter under investigation or hearing. The subpoena  
31 shall be signed and issued by the department's authorized representative. In case of  
32 failure of any person to comply with any subpoena lawfully issued under this section,  
33 or on the refusal of any witness to produce evidence or to testify to any matter  
34 regarding which he may be lawfully interrogated, the authorized representative of the  
35 department may proceed to enforce obedience to the subpoenas in the manner  
36 provided by section 536.077 for administrative agencies. The authorized  
37 representative of the department shall have the power to certify to official acts.]

38  
39 [290.290. 1. The contractor and each subcontractor engaged in any construction of  
40 public works shall keep full and accurate records clearly indicating the names,  
41 occupations and crafts of every workman employed by them in connection with the

1 public work together with an accurate record of the number of hours worked by each  
2 workman and the actual wages paid therefor. The payroll records required to be so  
3 kept shall be open to inspection by any authorized representative of the contracting  
4 public body or of the department at any reasonable time and as often as may be  
5 necessary and such records shall not be destroyed or removed from the state for the  
6 period of one year following the completion of the public work in connection with  
7 which the records are made.

8 2. Each contractor and subcontractor shall file with the contracting public body upon  
9 completion of the public work and prior to final payment therefor an affidavit stating  
10 that he had fully complied with the provisions and requirements of this chapter, and  
11 no public body shall be authorized to make final payment until such affidavit is filed  
12 therewith in proper form and order.

13 3. Each contractor and subcontractor engaged in any construction of public works  
14 shall have its name, acceptable abbreviation or recognizable logo and the name of the  
15 city and state of the mailing address of the principal office of the company, on each  
16 motor vehicle and motorized self-propelled piece of equipment which is used in  
17 connection with such public works project during the time the contractor or  
18 subcontractor is engaged on such project. The sign shall be legible from a distance of  
19 twenty feet but the size of the lettering need not be larger than two inches. In cases  
20 where equipment is leased or where affixing a legible sign to the equipment is  
21 impractical, the contractor may place a temporary stationary sign, with the  
22 information required pursuant to this subsection, at the main entrance of the  
23 construction project in place of affixing the required information on the equipment so  
24 long as such sign is not in violation of any state or federal statute, rule or regulation.  
25 Motor vehicles which are required to have similar information affixed thereto  
26 pursuant to requirements of a regulatory agency of the state or federal government are  
27 exempt from the provisions of this subsection.

28 4. The provisions of subsection 3 of this section shall not apply to construction of  
29 public works for which the contract awarded is in the amount of two hundred fifty  
30 thousand dollars or less.]

31  
32 [290.300. Any workman employed by the contractor or by any subcontractor under  
33 the contractor who shall be paid for his services in a sum less than the stipulated rates  
34 for work done under the contract, shall have a right of action for double whatever  
35 difference there may be between the amount so paid and the rates provided by the  
36 contract together with a reasonable attorney's fee to be determined by the court, and  
37 an action brought to recover same shall be deemed to be a suit for wages, and any and  
38 all judgments entered therein shall have the same force and effect as other judgments  
39 for wages.]

40  
41 [290.305. No person, firm or corporation shall violate the wage provisions of any

1 contract contemplated in sections 290.210 to 290.340 or suffer or require any  
2 employee to work for less than the rate of wages so fixed, or violate any of the  
3 provisions contained in sections 290.210 to 290.340. Where workmen are employed  
4 and their rate of wages has been determined as provided in sections 290.210 to  
5 290.340, no person, either for himself or any other person, shall request, demand or  
6 receive, either before or after such workman is engaged, that such workman pay back,  
7 return, donate, contribute, or give any part or all of said workman's wages, salary, or  
8 thing of value, to any person, upon the statement, representation, or understanding  
9 that failure to comply with such request or demand will prevent such workman from  
10 procuring or retaining employment, and no person shall, directly or indirectly, pay,  
11 request or authorize any other person to violate this section. This section does not  
12 apply to any agent or representative of a duly constituted labor organization acting in  
13 the collection of dues or assessments of such organization.]

14  
15 [290.315. All contractors and subcontractors required in sections 290.210 to 290.340  
16 to pay not less than the prevailing rate of wages shall make full payment of such  
17 wages in legal tender, without any deduction for food, sleeping accommodations,  
18 transportation, use of small tools, or any other thing of any kind or description. This  
19 section does not apply where the employer and employee enter into an agreement in  
20 writing at the beginning of said term of employment covering deductions for food,  
21 sleeping accommodations, or other similar items, provided such agreement is  
22 submitted by the employer to the public body awarding the contract and the same is  
23 approved by such public body as fair and reasonable.]

24  
25 [290.320. No public body, officer, official, member, agent or representative  
26 authorized to contract for public works shall fail, before advertising for bids or  
27 contracting for such construction, to have the department determine the prevailing  
28 rates of wages of workmen for each class of work called for by the public works in  
29 the locality where the work is to be performed as provided in sections 290.210 to  
30 290.340.]

31  
32 [290.325. No public body, officer, official, member, agent or representative thereof  
33 authorized to contract for public works shall award a contract for the construction of  
34 such improvement or disburse any funds on account of the construction of such public  
35 improvement, unless such public body has first had the department determine the  
36 prevailing rates of wages of workmen for the class of work called for by such public  
37 works in the locality where the work is to be performed and such determination has  
38 been made a part of the specifications and contract for such public works.]

39  
40 [290.330. The department after investigation, upon complaint or upon its own  
41 initiative, shall file with the secretary of state a list of the contractors and

1 subcontractors who it finds have been prosecuted and convicted for violations of  
2 sections 290.210 to 290.340 and such contractor or subcontractor, or simulations  
3 thereof, shall be prohibited from contracting directly or indirectly with any public  
4 body for the construction of any public works or from performing any work on the  
5 same as a contractor or subcontractor for a period of one year from the date of the  
6 first conviction for such violation and for a period of three years from the date of each  
7 subsequent violation and conviction thereof. No public body shall award a contract  
8 for a public works to any contractor or subcontractor, or simulation thereof, during  
9 the time that its name appears on said list. The filing of the notice of conviction with  
10 the secretary of state shall be notice to all public bodies and their officers, officials,  
11 members, agents and representatives.]  
12

13 [290.335. If it is found that a public body, contractor or subcontractor has not  
14 complied with any of the terms of sections 290.210 to 290.340, the department shall  
15 give notice of the precise violation in writing to such public body, contractor or  
16 subcontractor. Sufficient time may be allowed for compliance therewith as the  
17 department deems necessary. After the expiration of the time prescribed in said  
18 notice, the department may in writing inform the attorney general of the fact that such  
19 notice has been given and that the public body, contractor or subcontractor or the  
20 authorized representative or agent thereof to whom it was directed has not complied  
21 with such notice. Upon receipt thereof, the attorney general shall at the earliest  
22 possible time bring suit in the name of the state in the circuit court of the county in  
23 which such public body is located or where any such contractor or subcontractor is  
24 engaged in any public works to enjoin the award of such contract for a public works,  
25 or any further work or payments thereunder if the contract has been awarded, until the  
26 requirements of such notice are fully complied with. The court may issue a  
27 temporary restraining order with due notice to the defendant in such action. The  
28 plaintiff shall in any such injunctive action post an adequate bond to be set by the  
29 circuit judge. Upon final hearing thereof, if the court is satisfied that the requirements  
30 of the notice by the department to the defendant were not unreasonable or arbitrary, it  
31 shall issue an order enjoining the awarding of such contract for a public works, or any  
32 further work or payments thereunder if the contract has been awarded, until the notice  
33 is fully complied with. Such injunction shall continue operative until the court is  
34 satisfied that the requirements of such notice have been complied with and the court  
35 shall have and exercise with respect to the enforcement of such injunctions all the  
36 power in it in other similar cases. Both the plaintiff and defendant in such action have  
37 the same rights of appeal as are provided by law in other injunction proceedings.]  
38

39 [290.340. Any officer, official, member, agent or representative of any public body,  
40 contractor or subcontractor who willfully violates and omits to comply with any of  
41 the provisions and requirements of sections 290.210 to 290.340 shall be punished for



1           each violation thereof by a fine not exceeding five hundred dollars, or by  
2           imprisonment not exceeding six months, or by both such fine and imprisonment.  
3           Each day such violation or omission continues shall constitute a separate offense as  
4           contemplated by this section.]" ; and  
5  
6 Further amend said bill by amending the title, enacting clause, and intersectional references  
7 accordingly.