FRANKLIN COUNTY

PURCHASING DEPARTMENT

INVITATION FOR BID (IFB) COVER PAGE

IFB NO: 201814

TITLE: Hot Mix Overlay – Fox Creek Road

Bid Schedule & Deadlines:

June 2, 2018	Bid Release Date
June 2, 6, 9, 2018	Advertising Period
June 11, 2018, 8:00 am	Deadline for Submitting Questions
June 11, 2018 4:30 pm	Deadline to post Addendum
June 19, 2018 at 9:00 AM	Deadline to Submit Bids
June 19, 2018 at 9:30 AM	Bid Opening Date I Time

BID responses must be received no later than "Deadline to Submit Bids"

June 19, 2018 at 9 am

**Awarding is good for one year from awarding date, subject to annual appropriation. **

Kathy Hardeman, Purchasing Agent Ann Struttmann, Assistant Purchasing Agent

Phone: 636-584-6274 Email: purchasing@franklinmo.net

Submittal Instructions: Print this BID Packet in its entirety and complete all pages per instructions. Print the SEALED BID LABEL found in Attachment 1 of this packet and attach to the front of your envelope.

BID SUBMISSION CHECKLIST

_____ I have reviewed the bid schedule and deadlines, located on the IFB cover page

_____ I have read ALL Terms and Conditions and Bid documents closely

(Located at www.franklinmo.org/current)

THE ITEMS LISTED BELOW ARE THE REQUIRED DOCUMENTATION FOR SUBMITTING A BID

USE THESE FORMS ONLY

_____IFB Cover page (page 1)

_____Bid Pricing Form completed and signed (page 6&7)

_____Contractual Terms and Conditions Acknowledgement (page 8)

_____Affidavit for Work Authorization is completed and Notarized (page 9&10)

_____Current, signed W-9 is included in Bid (page 11)

_____Completed Affidavit of Paid Property Taxes and Notarized (page 12)

_____Completed Vendor Information Request (page 13)

_____I have one original and two copies that are labeled accordingly

_____ Envelope is sealed and label attached (page 14)

_____ I have reviewed Attachment 2, Special Provisions (page 15, 16, 17, 18)

_____ I have reviewed Attachment 3, Insurance Requirements (page 19&20)

_____ I have completed and signed Affidavit Compliance With The Prevailing Wage Law (pg21)

_____ I have completed Prevailing Wage Project Notification – Contractor Information (pg 22)

_____ I have reviewed Annual Wage Order No. 25, included in packet

PROJECT OVERVIEW

Contractor to provide hot mix overlay for Fox Creek Road, running from Missouri Highway 185 to Missouri Highway EE. The work shall consist of a bituminous overlay on an existing asphalt surface. The completion date of the project is no later than October 1, 2018.

The bid is to include all labor, materials, equipment, services, etc. required for the performance and completion of the project. Items listed with respective quantities on the price sheet are tack coat, bituminous pavement, milling, pavement marking, traffic control, and mobilization.

SPECIFIC REQUIREMENTS

1. The awarded contractor must be able to provide hot mix overlay as outlined in solicitation.
2. The contractor, when awarded, must provide properly executed certificates of insurance upon awarding prior to start of project. Insurance requirements are detailed in "Attachment 3".
3. Special Provisions pertaining to this bid are included as "Attachment 2."
4. Franklin County, upon receipt of an acceptable Certificate of Insurance and any applicable contractor agreements, shall within a reasonable amount of time issue the Notice to Proceed. A written Notice to Proceeds shall be used with each project.
5. The project shall be defined by the road the work is located on.
6. The contractor will be responsible for obtaining all permits required to complete the work as described in the bid documents.
7. Specifications, with MoDOT Sections listed, are from the Missouri Department of Transportation (MoDOT) Standard Specifications for Highway Construction 2017 and will govern the work performed (including testing) where applicable. In all MoDOT Sections, Franklin County Highway Administrator will be substituted for Construction and Materials and the Commission.
8. All hand-held equipment and materials will be considered incidental to the work.
9. If dumping waste, a waste disposal agreement between the property owner and Franklin County Highway Department will need to be filled out and on file at the Franklin County Highway Department Office before removing any waste from the site. Using a known dump or recycler is exempt from this requirement.
10. One (1) week prior to beginning work, the Contractor shall notify the Highway Administrator of the tentative schedule.
11. No work shall be performed between 3:30 pm on Fridays and 7:00 am on Mondays. No work shall be performed between 3:30 pm the day prior to a holiday and 7:00 am the day following a holiday. A list of County observed holidays may be provided upon request.
12. In accordance with the 2009 Manual of Uniform Traffic Control Devices, Section 6D.03 Worker Safety Considerations shall apply. Paragraph 04 contains the standard.
13. If additional equipment is required, an hourly price will be negotiated and agreed to. If no agreement is reached, the Federal Emergency Management Agency (FEMA) established hourly rates will be used. If the piece of equipment is not listed, the next closest piece of equipment will be used.
14. A 10% retainage will be held for each project, until all work is satisfactorily completed, this includes final paperwork.
15. All invoices must show purchase order numbers, provided by Franklin County, and the total for each purchase order number listed on each project and the total amount for that project. All final paperwork including final payment shall be submitted to the Highway Administrator within 1 month of final written acceptance of each project. After that period, liquidated damages will apply as noted on the Proposal.
16. If additional services are necessary for the completion of this bid project, a change order is required.

SPECIFIC REQUIREMENTS - CONTINUED

17. Each bid must be accompanied by a certified check or bid bond payable to County of Franklin, Missouri for five percent (5%) of the total amount of the bid as a guarantee that the offeror, if awarded the bid will later furnish a satisfactory Performance and Payment Bond as described therein; execute the contract; and proceed with the work. Upon failure to do so, the offeror shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the offeror shall excuse the offeror or entitle the offeror to a return of the deposit or Bid Bond. Failure to include the Bid Bond may result in finding the offer unacceptable to the County without further evaluation.

    Certified checks will be returned to the unsuccessful bidders after the contract has been awarded. The check of the successful bidder will be retained until the project has been fully executed.

18. Respondents are to include, as part of the proposal, the name and address of some surety authorized to do business in the state of Missouri for one hundred percent (100%) of the contract (proposal) price, condition on the faithful performance of this contract and the guarantee of the work. The original bond must be received within fifteen (15) calendar days after notice of award is given to the successful bidder. Bond must be executed by attorney-in-fact for surety company before a licensed notary public. No waivers will be given and the project will not start until the bond is executed.

19. Prevailing Wage

    a.) The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works.

    b.) If the bid/quote is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county: Franklin. The Annual Wage Order #25 is attached to the bid documents. Pursuant to the requirements of the Chapter 290 RSMo, not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.

    c.) The contractor shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.

    d.) The contractor shall forfeit a penalty to the contracting public body of $500 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

    e.) The Contractor shall complete the Affidavit Compliance with the Prevailing Wage Law and Prevailing Wage Project Notification – Contractor Information included in the bid packet, pages 21-22).

BID PRICING FORM

201814 Hot Mix Overlay Fox Creek Road

REQUIRED PRICING

The bidder shall complete the following pricing table and provide firm, fixed pricing necessary to meet the mandatory requirements of the IFB.

Company: _____

Item	Description	Quantity	Units	Unit Price	Item Total
1	Tack Coat	3,019	GA	_____	_____
2	Bituminous Pavement	4,182	TN	_____	_____
				_____	_____
3	Milling	1,108	SY	_____	_____
4	Pavement Marking	37,807	LF	_____	_____
5	Traffic Control	1.0	LS	_____	_____
6	Mobilization	1.0	LS	_____	_____

Project Total: $ _____

Signature: _____

Printed Name: _____

Printed Title: _____

Address:

_____

Business Phone: _____ Cell Phone: _____

Fax: _____ Email: _____

Franklin County reserves the right to request supporting documentation for the proposed pricing. In addition, it may be necessary to evaluate the bidder's expertise and experience in order to award a bid. Franklin County reserves the right to request reference information and/or proof of expertise if necessary.

BID PRICING FORM - CONTINUED

201814 Hot Mix Overlay Fox Creek Road

Bidder's Certification: The contractor's signature on this document constitutes execution of all certifications which are a part of this bid.

1. Certification Regarding Anti-Collusion: In accordance with 23USC #112 the bidder hereby states, under penalty of perjury, that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive bidding in connection with this bid.
2. Certification of Contractor Responsibility: By submitting this bid without marking the box below, the contractor certifies that it, and its affiliates and principals, are responsible, and they have not committed within the last seven years and will not commit during the life of this contract any act specified in Sec 108.11 and its subsections which may place the contractor in default to the contract, if it is the successful bidder. The contractor understands and affirms that if an act of default as specified in Sec 108.11 has occurred or later occurs, any existing contract between the contractor and Franklin County may be subject to immediate termination by Franklin County without liability for that action.
3. ☐ By marking this box, the bidder states that it, or a principal or affiliate of the bidder, may have committed an act of default, as defined in Sec 108.11, on this bid or within the last seven years. The bidder has attached to this bid a full and complete explanation and documentation of the possible act of default, and what actions if any were taken as a response to or result of that act by any federal, state, or local government agency or private person or firm.

Signature and Identity of Bidder: The undersigned states that the correct legal name and address of:

The Individual Bidder

Each partner or joint venture (whether individuals or corporation, and whether doing business under a fictitious name), or

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 responsibility and sole bidder) 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 the laws of the state of _____

Executed by this bidder this _____ day of _____ 2018.

Bidder: _____

Signature: _____

Title: _____

CONTRACTUAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

The undersigned Vendor/Contractor has read, understood, and accepted the Terms and Conditions as published in the Vendor Information Packet on the Franklin County Official Website located at:

http://www.franklinmo.org/bidopps

All terms and conditions as stated shall be adhered to by Vendor/Contractor upon acceptance of contract. Vendor/Contractor enters into this agreement voluntarily, with full knowledge of its effect.

_____

Vendor/Contractor Signature Date

_____

Vendor/Contractor Name and Title

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now_____(Name of Business Entity Authorized Representative)
as_____(Position/Title)

first being duly sworn on my oath, affirm_____(Business Entity Name) is enrolled and will continue to participate in the E-Verify Federal Work Authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to _____ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____(Business Entity Name)

does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to _____
(Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

_____
Authorized Representative's Signature Printed Name

_____
Title Date

Subscribed and sworn to before me this of _____. I am
Day Month, Year

_____
commissioned as a notary public within the County of _____, State of
_____ and my commission expires on Date

_____
Signature of Notary Date

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify Federal Work Authorization Program (Website: http://www.dhs.gov/e-verify; Phone: 888-464-4218 Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

  AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify Federal Work Authorization Program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's. or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

AFFIDAVIT OF PAID PROPERTY TAXES

I certify that_____(Business name) does not owe any unpaid personal or real estate taxes to Franklin County for either the current tax year or prior years.

_____

Authorized Representative's Signature Printed Name

_____

Title Date

Subscribed and sworn to before me this of _____. I am

Day Month, Year

_____

commissioned as a notary public within the County of _____, State of _____ and my commission expires on Date

_____

Signature of Notary Date

VENDOR REQUEST FOR INFORMATION

Company Name_____

Mailing Address_____

_____

Phone number_____

Contact Name_____

Contact Name Title_____

Email Address_____

May we send Bid Packet and Bid Information via email? _____

ATTACHMENT 1

SEALED BID LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE

SEALED BID RESPONSE ENCLOSED

DELIVER TO:

Purchasing Department

400 East Locust St, Rm 004

Union, MO 63084

BID # 201814 DATE: 06/19/2018

DESCRIPTION: Hot Mix Overlay Fox Creek Road

Vendor Name: _____

Vendor Address: _____

ATTACHMENT 2

SPECIAL PROVISIONS

Period of Performance

If the proposal is accepted, the Contractor agrees that the work will not begin before the authorization date in the notice to proceed and will be diligently prosecuted at such rate and in such manner as, in judgment of the engineer, is necessary for the completion of the work within the time specified for this project as October 1, 2018.

Liquidated Damages

The Contractor agrees that, should he/she fail to complete the work in the time specified or such additional time as may be allowed by the Engineer under the contract, the amount of liquidated damages to be recovered shall be $500 per working day.

Communications with Franklin County

Each day the contractor will be responsible for informing Franklin County Highway Engineer or his duly appointed representative of the next day's work.

Mobilization

Mobilization will be the cost to move in, setup, teardown, and leave the site. Mobilization will be paid one (1) lump sum per location as noted on the quantities sheet.

Asphalt Cement Price Index MoDOT Section 109.15

The bidder is responsible for adjusting asphalt prices according to MoDOT's Asphalt Cement Price Index prior to submitting invoice. The Bidder may request to not use MoDOT's Asphalt Cement Price Index using a letter with the bid documents. MoDOT's Asphalt Cement Price Index can be found posted on the MoDOT website, www.modot.org, go to Business, then Contractor Resources, the Bid Opening Info, under the heading Documents click on Asphalt Price Index. Viewing the month of the letting will show the Asphalt Price Index for the month. The Asphalt Cement Price Index is posted the Monday prior to the third Friday of each month. Please use the most current Asphalt Cement Price Index.

Adjustments will be made to the payments due the bidder for any plant mix bituminous base, plant mix bituminous pavement, plant mix bituminous surface leveling, asphaltic concrete pavement and ultrathin bonded asphalt wearing surface that contains PG64-22, PG70-22 or PG76-22 when it has been determined that the monthly average price for the midpoint of the published prices of PG64-22 for St. Louis, Missouri area and Kansas City area has fluctuated from the monthly average price of the month the project was bid. The St. Louis, Missouri area and Kansas City area prices will be obtained from the Asphalt Weekly published by Pten &

ATTACHMENT 2

SPECIAL PROVISIONS - CONTINUED

Partners Inc. The monthly base price will be the price from the last published Asphalt Weekly Monitor prior to the bid opening. The monthly base price, established prior to the monthly bid opening, shall apply to payment estimates for the following month.

The adjusted contract unit price will be applied to the actual amount of asphalt binder. The percentage of virgin asphalt, as shown in the job mix formula, will be the basis for adjustments for any asphalt mix purchased during the monthly index period. The effective asphalt obtained from the use of Recycled Asphalt Pavement (RAP) and/or Recycled Asphalt Shingles (RAS) will not be eligible for adjustment. The base price index for PG64-22 will be applied to the asphalt mix for mixed using PG64-22.

To determine the adjustment for any material specified in this provision the following formula will be used.

$A = (B \times C) \times (D-E)$

Where:
A = Adjustment for mix placed during monthly average index period
B = Tons of Mix Placed during the monthly average index period
C = % of virgin asphalt binder as listed in the job mix formula in use
D = monthly average price at time of mix placement
E = monthly average price at time of bid

Bituminous Pavement MoDOT Section 401

All Bituminous Pavement is to be 2 inches thick unless otherwise noted. The edges past the required paving width shall be tapered down at a rate of 4 horizontal to 1 vertical on the edges if a surface exists to place the taper on. All tapers shall be compacted by rolling. No density will be required on tapers.

Section 401.2.1 The grade of asphalt binder to be used is PG64-22.

Section 401.4 Job Mix Formula. The mix used shall be a pavement mix. In addition to the MoDOT Specification, the mix used shall be a mix previously used by MoDOT within the time limit requirements of Section 401.4.6.

ATTACHMENT 2

SPECIAL PROVISIONS - CONTINUED

Section 401.7.3 Subgrade Preparation. The existing roadway shall be considered the subgrade. The subgrade shall be cleaned and tacked according to Section 407. **Any rutting or damage to the subgrade shall be fixed at the contractor's expense.**

A certified testing agency shall be contracted by the contractor to perform Quality Assurance (QA) Testing. QA testing shall address depth and compaction. Reports will be submitted to the Franklin County Highway Department in a timely manner. Payment will be incidental to the cost for bituminous material.

Tack Coat MoDOT Section 407
Tack coat shall be applied at the rate of 0.05 Gallon/square yard or as directed by the inspector.

Prime Coat
Prime coats shall be applied at the rate of 0.3 Gallons/square yard or as directed by the inspector.

Traffic Control MoDOT Section 616
Traffic control will be paid one (1) lump sum as noted on the quantities sheet.

Each road will require One (1) Road Work Ahead and one (1) Flagger Ahead Sign be placed at the beginning and end of each road. A minimum of Two (2) flaggers will be provided to direct traffic around the work zone.

Cost to relocate signs and flaggers shall be included in the bid.

Construction Signs and Flagger will meet MUTCD standards.

Please note Section 616.4.2

Pavement Marking MoDOT Section 620.50
Section 620.2.2.1 Permanent pavement markings shall be in place no later than 30 days after final paving operations. Payment shall be made in lineal feet in place.

Pavement marking shall be a 4 inch wide yellow centerline paint mark. Centerline pavement marking shall be 10 feet long with 30 feet spacing. Edge lines shall be 4 inch wide white paint mark along the entire length of the improved roadway.

ATTACHMENT 2

SPECIAL PROVISIONS - CONTINUED

Traffic Flow
One lane of traffic is required to be open at all times. Exposed oil shall not be open to traffic.

ENS Number and Addresses on Bid Sheet
The ENS Numbers listed on the bid sheet are posted in the field as a black sign on a T-post at a driveway. They are they Emergency Numbering System used in Franklin County. The addresses used are on the mailboxes.

Milling
Milling will be required along the edge of the roadway where it abuts improved entrances, other than rock surfaces. Milling shall be a minimum of six (6) feet in width, minimum one and one-half (1 ½) inches thick at the entrance tapering to nothing in six (6) feet and shall be paid based on surface square yard milled. No extra payment will be made for width of any milling great than six (6) feet in width. The length of each mill for an improved surface shall be extended 25 feet on either side of the end of the entrance radii. Butt joints shall be placed at roadways intersecting the road being overlaid. Milling shall be a minimum of one and one half (1 ½) inches at the intersecting road edge and tapering to nothing in twenty five (25) feet. Payment shall be based on surface square yard milled. Milling will be butt joints at Missouri Highway 185 and Missouri Highway EE. Intersecting roadways to be milled will be Stuesse Road and Anglers Road. Private entrances to be milled will be 3363, 3365, 3523 and 3530 Fox Creek Road.

Rollers
Contractor shall provide adequate sized breakdown and finish roller to meet compaction requirements.

ATTACHMENT 3

INSURANCE REQUIREMENTS

Execution of Agreement

The party to whom the bid is awarded will be required to execute the Agreement within fifteen (15) calendar days from the date when the bid is accepted formally by the County Commission. In case of failure of the Bidder to execute the Agreement, the County may consider the bidder in default, in which case the check or bid bond accompanying the proposal shall become the property of the County. Upon default by the first low bidder, the award may then be made to the next lowest responsible bidder, or the work may be re-advertised as the County may decide.

Upon receipt of the property executed Insurance Agreement, the County may then issue a Notice to Proceed.

Requirements:

- Worker's Compensation: Equal to or in excess of limits of Worker's Compensation Law's in the State of Missouri.
- Liability Insurance: The contractor shall indemnity and save harmless the County from all suits or action of every name and description brought against the County for or on account of any personal injuries, including accidental or resulting death, or property damages, received or claimed to be received or sustained by any persons due to the construction of the work, or by, or in consequence or assigns in safeguarding it, or by, or on account of any act or omission of the Contractor, his employees, agents, or assigns.
- The Contractor shall carry adequate public liability and property damage insurance for the joint and several benefits of the contractor and the County with a company licensed to do business in the State of Missouri and satisfactory to the County and in the amount not less than those specified below. The amounts of coverage required are for public liability of the Contractor in protecting the County from damage or injury claims. The County shall have the right to require the contractor to increase any or all such insurance policy limits while the contract work is in progress in the event the County Highway Administrator determines that unusual or special risks revealed by the work so required and in such amounts as the County Highway Administrator may determine to be adequate, and without hereby limits the liability of the Contractor in protecting

the County from damage or claim. Franklin County shall be named as an additional insured under General Liability.

- The coverage shall insure the County and its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.
- The cost of the insurance shall be included in the prices for the various items of work and no additional payment will be made therefore.

- The minimum acceptable coverage in U.S. dollars is tabulated below:

Coverage Item	Public Liability	Property Damage
Each Person Each Occurrence	$400,000	$3,000,000
Each Accident Each Occurrence	$3,000,000	$3,000,000
Aggregate Each Occurrence	$3,000,000	$3,000,000

- Certificate of Insurance sent to the County as evidence of insurance shall contain the following statements; and in their absence, the Certificate will not be satisfactory to the County.

  a) The insurance evidenced by this certificate cancelled or altered thirty (30) days from date of receipt by the County will require written notice thereof.

  b) The insurance evidenced by this certificate expressly includes blanket underground coverage including, but not limited to, injury or destruction of wire, conduit pipes, mains, sewers or other similar property, or any apparatus in connection therewith below the surface of the ground, whether or not such injury is caused by and occurs during the use of mechanical equipment, for the purpose of grading of land, paving, backfilling, excavating or drilling, or to injury to destruction of property at any time resulting therefrom.

  c) The insurance evidenced by this certificate expressly includes personal injury or death by injury to or destruction of any property arising out of blasting or explosion, or the collapse of a structural injury to any buildings or structures due to grading of land, excavation, burrowing filling, backfilling or tunneling.

DIVISION OF LABOR STANDARDS

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)

_____ of _____; (2) all requirements of
(Title) *(Name of Company)*

§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; and (8) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the ____ day of _____, _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

_____
Signature

Subscribed and sworn to me this ____ day of _____, _____.

My commission expires _____, _____.

_____
Notary Public

_____
Receipt by Authorized Public Representative

DIVISION OF LABOR STANDARDS

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

PREVAILING WAGE PROJECT NOTIFICATION – CONTRACTOR INFORMATION

The information below is requested pursuant to Sections 290.210 through 290.340, RSMo.

1. Date of Notification	2. Annual Wage Order Number Included in Bid Specifications
3. Popular or Descriptive Name of Project	
4. Estimated Project Cost of Completion *(total construction contracts to be awarded)* $	
5. Exact Location of Project County City Township	
6. Official Name of Public Body or Agency	
7. Name of Contact Person	8. Phone Number *(include area code)*
9. Address	
10. E-mail Address Website	
11. Anticipated Date for Soliciting or Advertising for Bids	12. Contract Award Date
13. Estimated Start Date of Work / 14. Estimated Date of Project Completion	15. Will There Be Any Federal Funds Used in this Contract? ☐ Yes ☐ No

16. Contractor Information Notification

General Contractor:
Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ E-mail Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

List all Subcontractors:
Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ E-mail Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ E-mail Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

The state of Missouri requires workers on public works projects be paid the prevailing wage. Public bodies have duties as required under Section 290.210 - 290.340, RSMo.

Mail, Fax, or E-mail completed form to: DIVISION OF LABOR STANDARDS
Attn: Prevailing Wage Section
P.O. Box 449 Jefferson City, MO 65102-0449

Phone: 573-751-3403 Fax: 573-751-3721 E-mail: prevailingwage@labor.mo.gov Website: www.labor.mo.gov/DLS

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.

PW-2 (02-14) AI

Missouri
Division of Labor Standards

WAGE AND HOUR SECTION

ERIC R. GREITENS, Governor

Annual Wage Order No. 25

Section 036

FRANKLIN COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Matt Cowell, Director
Division of Labor Standards

Filed With Secretary of State: **March 9, 2018**

Last Date Objections May Be Filed: **April 9, 2018**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			$38.70	55	60	$23.17
Boilermaker			$35.41	126	7	$30.38
Bricklayer and Stone Mason			$33.00	72	5	$22.56
Carpenter		d	$37.29	93	42	$17.05
Cement Mason		e	$30.74	80	6	$18.45
Communication Technician			$33.21	44	47	$20.24
Electrician (Inside Wireman)			$36.92	82	71	$10.84 + 39%
Electrician (Outside-Line Construction\Lineman)			$44.56	43	45	$5.75 + 36%
Lineman Operator			$38.35	43	45	$5.75 + 36%
Groundman			$29.48	43	45	$5.75 + 36%
Elevator Constructor		a	$47.07	26	54	$33.275
Glazier			$34.55	87	31	$26.20
Ironworker			$33.96	11	8	$25.745
Laborer (Building):						
General		c	$28.66	113	3	$13.07
First Semi-Skilled		b	$28.86	113	3	$13.07
Second Semi-Skilled		b	$28.86	113	3	$13.07
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			$32.33	92	26	$16.75
Marble Mason			$32.12	76	51	$15.25
Marble Finisher			$26.67	76	51	$14.48
Millwright			$37.35	77	41	$17.05
Operating Engineer						
Group I			$32.66	3	66	$26.14
Group II			$32.66	3	66	$26.14
Group III			$30.76	3	66	$26.14
Group III-A			$32.66	3	66	$26.14
Group IV			$27.30	3	66	$26.14
Group V			$27.30	3	66	$26.14
Painter			$33.40	104	12	$14.26
Pile Driver			USE CARPENTER RATE			
Pipe Fitter			$39.25	91	69	$27.18
Plasterer			$31.81	67	3	$18.68
Plumber			$39.25	91	69	$27.18
Roofer \ Waterproofer			$32.70	15	73	$17.97
Sheet Metal Worker			$41.55	32	25	$22.72
Sprinkler Fitter - Fire Protection			$34.79	33	19	$20.17
Terrazzo Worker			$32.40	116	5	$14.26
Terrazzo Finisher			$30.65	116	5	$12.73
Tile Setter			$32.12	76	51	$15.25
Tile Finisher			$26.67	76	51	$14.48
Traffic Control Service Driver			$28.775	22	55	$9.045
Truck Driver-Teamster			$30.41	35	36	$10.82

Fringe Benefit Percentage is of the Basic Hourly Rate

Building Construction Rates for
FRANKLIN County Footnotes

Section 036

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
b - Projects over $500,000 - $28.86; Projects under $500,000 - $27.36
c - Projects over $500,000 - $28.66; Projects under $500,000 - $27.16
d - Projects over $2 Million - $37.29; Projects under $2 Million - $24.51
e - Projects over $10 Million - $30.74; Projects under $10 Million - $30.04

FRANKLIN COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 3: 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 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, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. 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 (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. 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.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 15: Means the regular working day shall be scheduled to consist of at least eight (8) hours, but no more than ten (10) consecutive hours, exclusive of the lunch period. The regular working day may be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. All work performed in excess of forty (40) hours in one work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale. Any work performed on a Saturday shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday Make-Up Day. Any work performed by Employees anywhere on Sunday or recognized holidays, shall be paid for at the rate of double (2) time the regular wage scale. If, during the course of a work week, an Employee is unable to work for any reason, and, as a result, that Employee has not accumulated forty (40) hours of compensable time at the straight time rate, the Employer, at his option may offer the Employee the opportunity to work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1½) times the regular hourly wage scale.

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

FRANKLIN COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 32: The regular working day shall consist of eight (8) hours of labor on the job between six (6) a.m. and four (4) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour days of labor on the job beginning with Monday and ending with Friday of each week. The normal work week is 40 hours. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All work performed during regular work hours on Saturdays will be paid at time and one-half (1½). All work performed outside of regular working hours and performed during the regular work week, shall be at double (2) times the regular rate, except that the first two (2) hours following the regular work day shall be paid at one and one-half (1½) times the regular rate. An early starting time of 6:00 a.m. may be used mutually agreed upon by the interested parties. SHIFT RATE: Shift work would start after 4:00 p.m. to 6:00 a.m. The first 8 hours would be at 115% of the basic wage rate. Overtime Monday through Friday would be at 1½ of base shift rate. Saturday regular work day hours – 1½ of base shift rate. Saturday – work after 8 hours – 2 times the basic wage rate. Sunday and Holidays – 2 times the basic wage rate. All work performed on recognized holidays and Sundays shall be paid double (2) time. Appropriate overtime rates to be based on fifteen minute increments.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 35: 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 maybe 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 maybe 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.

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

FRANKLIN COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE

NO. 44: Means forty (40) hours shall constitute a work week, Monday through Friday. Eight (8) hours shall constitute a work day. Hours of work shall be between the hours of 7:00 a.m. and 4:30 p.m. All work performed before 7:00 a.m. and after 4:30 p.m. and all work performed in excess of eight (8) hours in any one work day, over forty (40) hours in any work week and the first eight (8) hours of work on Saturday, shall be paid at the rate of one and one-half (1½) times the regular rate of pay. All hours worked in excess of eight (8) hours on Saturday, all hours worked on Sunday and on holidays, or days that may be celebrated as such, and as designated by the federal government, shall be paid at two (2) times the regular rate of pay. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall receive eight (8) hours pay at the regular hourly rate of pay plus two dollars ($2.00) per clock hour. All work performed between the hours of 12:30 a.m. and 9:00 a.m. on a third shift shall receive eight (8) hours pay at the regular hourly rate plus four dollars ($4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1½ x) the "shift" hourly rate.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 67: Means eight (8) hours shall constitute a day's work, with a flexible starting time to begin between 6:00 a.m. to 8:00 a.m., five (5) days a week, Monday through Friday. Any work over eight (8) hours in any one day shall be at the overtime rate, which is time & one-half (1½). Any work on Saturday shall be at time & one-half (1½), unless a Make-Up Day due to inclement weather is in effect. Any work on Sundays or holidays shall be at double (2) time. Four (4) days, ten (10) hours each day to be worked during Monday through Friday, shall be paid at straight time. A Make-Up Day Due To Inclement Weather Only - Employee(s) will be permitted to work an eight (8) hour make-up day on Saturday only, and the employee will receive the regular straight time wage rate.

NO. 72: Means that except as is otherwise provided herein, the work week shall be determined to begin at 8:00 a.m. Wednesday and end at 4:30 p.m. on the following Tuesday. Except as herein provided, working hours are from 8:00 a.m. to 11:55 a.m. and 12:30 p.m. to 4:25 p.m. and no more than the regular hours shall be worked during the forenoon or afternoon at the regular rate. In the case of days of inclement weather starting time and quitting time may be adjusted so long as the hours worked on such days do not exceed eight (8) and do not extend beyond 4:30 p.m. In circumstances where the Employee or Employees have regularly been working overtime on a particular day or days, no adjustment in the starting time shall operate to deprive Employees of overtime pay, which they would have otherwise received but for the change in the starting time. The parties understand that the application of the provisions of the preceding sentence will result in Employees receiving overtime pay even where they have not worked more than with (8) hours on a particular day. Regardless of the staring time, the forenoon working hours shall end at 11:55 a.m. and the afternoon working hours shall begin at 12:30 p.m. and end 8 hours and 25 minutes after the staring time fixed by the Employer for forenoon hours. Work performed by an employee on a non-holiday Saturday, except as hereinafter provided, or at night or before or after regular working hours on a non-holiday weekday, shall be considered overtime work, for which Employees working during such time shall be paid at the rate of one and one-half (1½) times their regular hourly wage rate for each hour or fraction thereof, worked during such time. Work performed on a Sunday or the recognized holidays shall be considered overtime work for which the Employee shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day.

NO. 76: Means the standard workday shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. with a thirty (30) minute unpaid lunch hour occurring in the middle of the shift. The standard workweek shall consist of five standard workdays commencing on Monday and ending on Friday. The normal starting and quitting times may be changed by mutual consent of interested parties. All time worked before and after the established eight (8) hour workday, Monday through Friday, and all time worked on Saturday, shall be paid for at the rate of time & one-half (1½) the hourly base wage rate in effect. All time worked on Sunday and holidays shall be paid at the rate of double (2) the hourly wage in effect. All work done on Saturday will be done at time & one-half (1½), unless Saturday shall be used as a make-up day. If an employee should lose one or more days in a work week and use Saturday as a make-up day the pay shall be at the regular hourly base wage rate and benefits.

FRANKLIN COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE

NO. 77: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1 ½) shall be paid for all overtime hours worked during the week, Monday through Friday and for all work performed on Saturday. Double (2) time shall be paid for all time worked on Sunday and recognized holidays.

NO. 80: 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. through 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.

NO. 82: Means the work day shall consist of eight (8) hours worked between 7:00 a.m. and 4:30 p.m. Forty (40) hours will constitute the work week from Monday through Friday, inclusive. Up to four (4) hours of overtime work per day performed before or after the assigned normal work day, (twelve (12) continuous hours, starting no earlier than 6:00 a.m., Monday through Friday), shall be paid at a rate of one and one-half times (1.5x) that employee's hourly rate. Any additional overtime, Monday through Friday, shall be paid at two times (2x) the regular rate of pay. The first eight hours of overtime work on Saturday shall be paid at the rate of one and one-half times (1.5x) the regular rate of pay. Hours worked in excess of eight (8) hours on Saturday shall be paid at two times (2x) the regular rate of pay. Double time shall be paid for work performed on Sundays, recognized legal holidays or days that may be celebrated as such as designated by the federal government. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall be paid at the regular hourly rate plus two dollars ($2.00) per clock hour. All shifts for work performed between the hours of 12:30 a.m. and 9:00 a.m. shall be paid at the regular hour rate plus four dollars ($4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1.5x) the "shift" hourly rate.

NO. 87: Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

FRANKLIN COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. SHIFT WORK: When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus $2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus $3.00 per hour premium for eight (8) hours work.

NO. 92: Means all work performed from 8:00 a.m. to 4:30 p.m., Monday through Friday, will be at straight time pay up to forty (40) hours per week. All work performed Monday through Friday before 8:00 a.m. and after 4:30 p.m. will be done at time and one-half (1½). All work done on Saturday will be done at time and one-half (1½), unless the employer and employee agree that Saturday shall be used as a make-up day. The Employer may use a flexible starting time of 7:00 a.m. to 8:00 a.m., and quitting time of 3:30 p.m. to 4:30 p.m., and any such different work starting time shall determine whether wages are payable at the straight rate or the premium rate. All work performed on Saturday shall be paid for at time and one-half (1½), unless the Saturday has been used as a make-up day. All work performed on Sunday and holidays shall be paid for at the rate of double (2) time.

NO. 93: 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 minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a 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. Starting time will be designated by the Employer. Time and one-half (1½) shall be paid for all overtime hours worked during the week, Monday through Friday and for all work performed on Saturday. Double (2) time shall be paid for all time worked on Sunday and all recognized holidays.

NO. 104: Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 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.

FRANKLIN COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE

NO. 113: 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 6:00 a.m. and 9:00 a.m. Overtime rates shall not be broken down into less than thirty (30) minute units of time. The Employer shall have the option of working five (5) eight (8) hour days or four (4) ten (10) hour days, Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. 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. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work, Monday through Thursday. In the event a job is down due to weather conditions, 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. If an Employer elects to work eight (8) hour days and loses a day due to inclement weather, he may work ten (10) hour days the remainder of the week at straight time. In the event the Laborer working is assisting another craft being paid overtime wage rates, the laborer will receive time and one-half (1½) for hours worked on Saturday. Sundays and recognized Holidays or days observed as such, shall be paid at the double (2) time rate. Projects That Cannot Be Performed During Regular Workday: If required by owner, the contractor may perform work outside the normal work hours, and employees shall be paid the applicable straight time hourly wage rate plus a premium of ($2.50) per hour for the first eight hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the ($2.50) per hour premium. Shift work: Shifts shall be established for a minimum of three (3) consecutive workdays. Shift hours will be defined as: First shift eight (8) hours including thirty (30) minutes for lunch. Second shift-eight (8) hours including thirty (30) minutes for lunch. Third shift eight (8) hours including thirty (30) minutes for lunch. The first shift will be paid at eight (8) hours straight time. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cent ($2.50) per hour premium, and the third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cent ($3.50) per hour premium. Payment for shift work shall be determined by when an Employer first begins his shift operation, i.e., the shifts which begin on Friday morning and end on Saturday morning will be paid at straight time; the shifts which start on Saturday morning and end on Sunday morning will be paid at time and one-half (1½); the shifts which start on Sunday morning and end on Monday morning will be paid at double time. Employees working during the normal workday shall receive first shift pay; employees working predominantly during the evening hours shall receive second shift pay; employees working predominately during the early morning hours shall receive third shift pay.

NO. 116: Means the standard work day shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. The standard work week shall consist of five standard work days commencing on Monday and ending on Friday inclusive. All time worked before and after the established eight (8) hour work day, Monday through Friday, and all time worked on Saturdays, shall be paid for at the rate of time & one-half (1½) the hourly base wage rate in effect. All time worked on Sundays and recognized holidays shall be paid for at the rate of double (2) the hourly base wage rate in effect.

NO. 123: Means except as provided, eight (8) hours a day (8:00 A.M. to 4:30 P.M.) shall constitute a standard work day, excluding the 30-minute lunch period, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (except as herein provided). All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) day ten-hour work week is in effect, the standard work week shall consist of forty (40) hours, Monday through Friday, which will consist of any four (4) consecutive ten (10) hour days within the five day period. In the event the job is down for any reason beyond the control of the Employer, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours or forty (40) hours per week. Starting time will be designated by the Employer. When the five (5) day eight (8) hour work week is in effect forty (40) hours per week will constitute a week's work (normal work week being Monday through Friday). In the event the job is down for any reason beyond the control of the Employer, then Saturday may, at the option of the Employer, be worked as a make-up day; at straight time not to exceed eight (8) hours or forty (40) hours per week.

FRANKLIN COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE

NO. 126: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional $0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional $0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked $29.14 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining $1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

FRANKLIN COUNTY
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day .

NO. 6: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and any additional holidays which may be mutually agreed upon. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. Work performed on Sundays and holidays shall be paid at the double time rate of pay. No work shall be performed on Labor Day.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 12: 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.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 25: All work done on New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, Presidential Election Day, or days locally observed as such, and Saturday and Sunday shall be recognized as holidays and shall be paid at the double (2) time rate of pay. If a named holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a named holiday falls on Sunday, the Monday after will be observed as the holiday. Appropriate overtime rates to be based on fifteen minute increments.

NO. 26: All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. When a Holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular work days. If such a holiday occurs on Sunday it shall be observed on the following Monday.

NO. 31: All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

FRANKLIN COUNTY
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE

NO. 36: 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 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 double (2) the regular rate of pay for such work.

NO. 41: The following days shall be observed as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

NO. 42: The following days shall be observed as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the Monday following shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

NO. 45: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

NO. 47: The following holidays are recognized: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. When a holiday listed above falls on Saturday, it shall be celebrated on the Friday preceding the holiday. When a holiday falls on Sunday, the following Monday shall be observed. Holidays referred to above shall be paid for at the double (2) time rate of pay when worked.

NO. 51: All time worked on Sundays and recognized holidays shall be paid for at the rate of double (2) the hourly base wage rate in effect. The Employer agrees to recognize the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. If the holiday falls on Sunday, it shall be recognized on the following Monday. If the holiday falls on a Saturday, it shall be recognized as a Saturday only holiday.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a makeup 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.

FRANKLIN COUNTY
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 71: All work performed on the following recognized holidays, or days that may be celebrated as such, shall be paid at the double (2) time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. If a holiday falls on Sunday, it shall be celebrated on Monday. If a holiday falls on Saturday, it shall be celebrated on the Friday proceeding such Saturday.

NO. 73: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day (or mutually agreed date of the Friday after Thanksgiving Day may be substituted for Veteran's Day), Thanksgiving Day and Christmas Day, or in the event that any of said Holidays falls on Sunday, then the day or days generally recognized as such. Any work performed anywhere on any of the aforesaid Holidays, or on the day or days recognized and observed as such, shall be paid for at double (2) time the regular hourly rate.

Heavy Construction Rates for
FRANKLIN County

Section 036

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		$34.16	23	16	$16.85
Cement Mason		$30.74	34	22	$18.38
Electrician (Outside-Line Construction\Lineman)		$44.56	9	12	$5.75 + 36%
Lineman Operator		$38.35	9	12	$5.75 + 36%
Lineman - Tree Trimmer		$25.62	32	31	$10.20 + 3%
Groundman		$29.48	9	12	$5.75 + 36%
Groundman - Tree Trimmer		$20.30	32	31	$7.57 + 3%
Laborer					
General Laborer		$30.36	2	4	$13.52
Skilled Laborer		$30.96	2	4	$13.52
Millwright		$34.16	23	16	$16.85
Operating Engineer					
Group I		$32.66	10	9	$26.14
Group II		$32.66	10	9	$26.14
Group III		$31.36	10	9	$26.14
Group IV		$27.90	10	9	$26.14
Oiler-Driver		$28.36	10	9	$26.14
Pile Driver		$34.16	23	16	$16.85
Traffic Control Service Driver		$28.775	26	25	$9.045
Truck Driver-Teamster		$30.41	25	21	$10.82

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

FRANKLIN COUNTY
HEAVY CONSTRUCTION - OVERTIME SCHEDULE

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: 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 1 ½ 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 (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. 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 multiple 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 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

FRANKLIN COUNTY
HEAVY CONSTRUCTION - OVERTIME SCHEDULE

NO. 10: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. The regular workweek 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 at the applicable overtime rate. If the Employer elects to work Monday through Thursday and is stopped due to inclement weather, holidays 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) hour workweek. 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 (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate, plus an amount equal to the hourly Total Indicated Fringe Benefits. 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.

NO. 17: 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. through 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.

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday $16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays $16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining $.60 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

FRANKLIN COUNTY
HEAVY CONSTRUCTION - OVERTIME SCHEDULE

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending 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 maybe 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 maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 26: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 32: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

NO. 34: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute unpaid lunch period, with pay at the straight time rate. If the workday starts at 8:00 a.m., the quitting time shall be no later than 4:30 p.m. When separate crews are used, the start time may be adjusted from 6:00 AM through 9:00 AM. The start time may be further adjusted to 9:30 AM throughout the year if required by government agency or municipal ordinance. Time and one-half (1½) shall be paid after eight (8) consecutive hours Monday through Saturday. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. If a crew of another trade working for the employer is receiving overtime pay, the Cement Mason crew shall receive overtime pay. The Employer has the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. When an Employer schedules 4-10's, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. If the Employer elects to work 4-10's Monday through Thursday and is stopped due to inclement weather, or other conditions beyond the control of the Employer, the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. Shifts may be established when considered necessary by the employer. Shift hours and rates will be as follows. All shifts shall be eight (8) hours plus one-half (1/2) hour for unpaid lunch. First shift will begin at 8:00 a.m. and end at 4:30 p.m. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and will be paid the straight time rate plus $2.50 per hour premium. The third shift shall start eight hours after the start of the second shift and will be paid the straight time rate plus $3.50 per hour premium. Shifts will be established for a minimum of three consecutive workdays. If only two shifts are worked, the Employer may regulate the start time to take maximum advantage of daylight hours.

FRANKLIN COUNTY
HEAVY CONSTRUCTION - HOLIDAY SCHEDULE

NO. 4: 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.

NO. 9: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 12: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 21: 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 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 double (2) the regular rate of pay for such work.

NO. 22: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and any additional holidays which may be mutually agreed upon. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. Work performed on Sundays and holidays shall be paid at the double time rate of pay. No work shall be performed on Labor Day.

NO. 25: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 31: All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.