REQUEST FOR PROPOSALS

MAIN WAREHOUSE DEMOLITION
PORT KC

*This RFP is open **only** to contractors prequalified by Port KC at the time of RFP issuance*

DATE OF ISSUANCE: January 30, 2017

REQUEST FOR PROPOSALS

MAIN WAREHOUS DEMOLITION, SLAB PREPARATION & GRADING PROJECT

INTRODUCTION

The Port Authority of Kansas City, Missouri ("Port KC"), a political subdivision authorized under RSMo Chapter 68 and chartered by the City of Kansas City, Missouri, is seeking written proposals to provide all labor, materials, and equipment required for the complete demolition of the main brick warehouse and office at the Port of Kansas City – Woodswether Terminal located at 1724 Market Street, Kansas City, MO 64105.

This opportunity is open to any general contractor prequalified by Port KC (see Eligibility section below).

All bidding documents for this RFP can be found via THIS LINK. Please consult Chapter 68 et seq., RSMo to review the scope and powers of Port KC.

ELIGIBILITY

Only firms currently listed as one of Port KC's Qualified Contractors in the **General Contracting Division** are eligible to bid on this package. If you have questions as to whether your company is a qualified contractor, please send an inquiry to info@portkc.com or phone 816-559-3750 and ask for Marissa Cleaver Wamble.

HISTORY

Port KC is a political subdivision of the State of Missouri created pursuant to Section 68.010 et seq., RSMo ("Port Authority") and chartered by the City of Kansas City, Missouri. Port KC is governed by a Board of Commissioners appointed by the Mayor of Kansas City.

Port KC is granted broad governmental and business enterprise powers for the purpose of promoting economic development and job creation. The most important of these powers are:

- To acquire, own, construct, redevelop, lease, maintain, and conduct land reclamation, residential, commercial and mixed-use development, industrial parks, facilities, terminals, terminal facilities and any other type of port facility;
- To promote and expand inland and river port commercial throughput of cargo and freight;
- To identify and pursue redevelopment opportunities at blighted and historic preservation sites;
- To redevelop the Downtown Kansas City Riverfront to promote and develop new opportunities for residence, commerce and leisure; and
- To promote the full integration of multi-modal transportation assets to increase commercial opportunities locally, nationally and internationally.

Port KC's statutory powers of issuing bonds, land reclamation and the ability to enter into contracts to implement its development projects make it a unique and influential agency. Port KC has the flexibility to engage in a wide variety of strategic economic development projects that are vital to the economic progress of Kansas City.

MISSION/VISION

Port KC's mission is to foster the economic vitality of Kansas City, Missouri through transportation, trade, commerce, and development.

RFP TIMELINE AND GROUND RULES

Submission. Submission of three (3) sealed Proposals and one (1) electronic format (USB or CD/DVD disc) will be accepted by Port KC at its offices located at 300 Wyandotte Street, Suite 100, Kansas City, Missouri 64105, **until 1:00 p.m., Central Standard Time, Thursday, February 16th, 2017**.The public bid opening will occur at the submission deadline. No fax or email proposals will be accepted.

Questions. Any general questions should be submitted to info@portkc.com before **Monday, February 13th, 2017 at 4 p.m. Central Standard Time**. Professionals shall not contact Port KC staff before Proposals are due. Unless otherwise specified, any and all inquiries must be directed to info@portkc.com. Failure to follow this procedure may result in a Professional's disqualification. A response will be generated promptly, with a goal of within one (1) business day of receipt of email. All questions and answers will be posted anonymously on the Port KC Website. The Professional understands and agrees that Port KC shall have no financial responsibility for any costs or losses incurred as a result of proposer responding to this Request for Proposals. Port KC reserves the right to reject any and all Proposals submitted, and to accept portions of any one Proposal.

SCOPE OF WORK

The scope of work is as defined in this Request for Proposals and related Project Documents. All contractors submitting a proposal are required to quote on all of the work outlined in the "Scope of Work" statement for the proposed bid. No proposal will be accepted that does not comply with this format or include the defined scope of work.

Contractors taking issue with the scope of work or wishing to add to or delete from the "Scope of Work" may do so only by quoting the defined scope of work, then submitting an add, alternate or delete statement clearly stating exactly what they propose to add or delete and how that add, alternate or delete will change the base price. No proposal will be accepted that does not comply with this format or include the defined scope of work.

Bid Bond

Proposals must also include a bid bond.

APPLICABLE POLICIES AND STATUTORY REQUIREMENTS

Port KC's Affirmative Action Policy - Port KC encourages participation by companies who have been certified as a Minority Business Enterprise ("MBE") or Women's Business Enterprise ("WBE") by the City of Kansas City, Missouri Human Relations Department. The company will be required to comply with Port KC's Affirmative Action Policy for any contract awarded in excess of $300,000.00. A copy of Port KC's Affirmative Action Policy can be viewed at this link to the Port KC website: http://portkc.com/wp-content/uploads/2016/03/Affirmative-Action-Policy.pdf.

If the scope of work is in excess of $300,000.00, the applicant must submit the attached Statement of Intended Utilization along with their bid, see **EXHIBIT A.**

Port KC's Construction Workforce Policy - Port KC encourages the recruitment, training and retention of residents, minorities and women on Port KC construction projects. Should the scope of work exceed $324,000.00, Port KC requires compliance with the Construction Workforce Policy, a copy of which can be viewed at this link to the Port KC website: http://portkc.com/wp-content/uploads/2016/03/Construction-Workforce-Policy5.pdf.

If the scope of work is in excess of $324,000.00, the applicant must submit the attached Construction Workforce Affidavit along with their bid, see **EXHIBIT B**.

Prevailing Wage - The Prevailing Wage Law (Section 290.250, RSMo) requires that on every construction project in the state that is for the public use or benefit, or uses local funds, not less than the prevailing hourly rate of wages, as set out in the attached wage order and made part of this specification for work, shall be paid to all workers performing under contact. See attached Wage Order in **EXHIBIT C**.

Participation in a Federal Work Authorization Program – Section 285.530.2, RSMO requires that as condition for the award of any contract in excess of five thousand dollars the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. This requirement will be incorporated into the final construction contract for the potential bid winner, and any potential bid winner's failure to sign the affidavit of compliance may result in revocation of the award.

Payment Bond –Section 107.170, RSMo requires that for any public works contract in excess of $50,000.00, contractors for such work must furnish the public entity (Port KC) with a payment bond for 5%. This will be required of contractors for public works projects in excess of $50,000.00, and any potential bid winner's failure to provide a payment bond may result in revocation of the award.

Performance Bond – Port KC also requires the winning bidder to provide a performance bond.

EXISTING CONDITIONS

The location of the project is 1724 Market Street, Kansas City, MO 64105. Access to the site is available for interested bidders on **Thursday, February 2, 2017 at 9:00 a.m.**

BIDDING AND PROJECT TIMELINE

The services sought are anticipated to start on **Monday, February 27th 2017**. Bidders shall provide estimates in weeks of their estimated required timeframe to complete the Services described herein.

QUALIFICATIONS OF CONSULTANTS

Proposals must address the specific items as outlined in the Bid Specifications and Civil Package. General Contractors are also required to submit a contractor's qualification statement using AIA-A305.

EXHIBIT A

AFFIRMATIVE ACTION POLICY
STATEMENT OF INTENDED UTILIZATION

The undersigned, being duly sworn upon his or her oath states:

1. I am more than 18 years of age.

2. I am _____ for _____.
   Name Business Name

3. The address for _____ is:
   Business Name

   _____

   _____

   _____

4. I am submitting my bid for _____
   Project

5. Affiant acknowledges receipt of the Port Authority of Kansas City, Missouri Affirmative Action Policy, see **Attachment** 1, and further acknowledges that, if awarded the bid, good faith efforts will be taken to meet or exceed the Default Goals during the period beginning with the date bids on the contract are received and ending on the date work under the contract is completed.

6. Should Affiant perform under contract with the Port Authority of Kansas City, Missouri, Affiant agrees to timely seek a Good Faith Waiver should issues with compliance arise.

AFFIANT SIGNATURE

Print Name: _____

Title: _____

Sign: _____ Date: _____

State of _____)
County of _____)

On this _____ day of _____, in the year 201__, before me, _____, a Notary Public in and for the State, of Missouri, personally appeared _____, known to me to be the person who executed this **Construction Hours Affidavit**, and acknowledged to me that __he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the date and year first above written.

_____
Notary Public

My Commission Expires:

Attachment 1

Port KC
Affirmative Action Policy
August 15, 2016
Resolution 2016-08-03

Section 1 – Background

1. City of Kansas City, Missouri

    a. In the 1990s, a consortium composed of the City of Kansas City, Missouri (the "City"), the Kansas City Area Transportation Authority, and the Kansas City Missouri School District undertook a study to analyze contracting activities in their respective marketing areas to determine whether a disparity existed between Minority Business Enterprise/Women Business Enterprise ("MBE/WBE") firms who were willing and able to provide goods and services and the utilization of those firms by the consortium members and their general contractors. The study concluded that MBE/WBE firms received significantly fewer contracts and contract dollars than would be expected given their availability in the geographic market from which the consortium members procure construction services, professional services, and other goods and services. The disparity was statistically significant and was corroborated by anecdotal evidence of discriminatory practices. The study concluded that the principal cause of the disparity was race, ethnicity, and gender discrimination.

    b. Accordingly, on May 7, 1996, the City amended Article II, Chapter 38 of the Code of General Ordinances by adding new sections 38-84 through 38-100. On May 1, 2013 the City repealed various provisions of Chapters 2, Code of Ordinances; repealing and reenacting various provisions of Chapter 38, Code of Ordinances; enacting a new Chapter 3, Code of Ordinances, dedicated to city contracting processes and programs titled Contracts and Leases, Article IV – Contracting Program Requirements, Division 2 – Minority and Women's Business Enterprises (M/WBE) to be known as the "Minority and Women's Business Enterprise Program of Kansas City, Missouri" (hereafter "City MBE/WBE Ordinance"). The City MBE/WBE Ordinance has been amended from time to time, including in response to a second disparity study commissioned by the City and published in October 2006.

2. State of Missouri

    a. The State of Missouri has established the Minority Business Development Commission under Chapter 37, sections 37.013-37.023, as amended from time to time, in order to address historical disparity issues at the state level.

    b. In order to conform with regulations put forth by the U.S. Department of Transportation in 49 CFR Part 26, the Missouri Department of Transportation

(MoDOT) External Civil Rights Division administers the Disadvantaged Business Enterprise Program, which provides certification for Disadvantaged Businesses under the federal transportation guidelines.

Section 2 – Policy Statements

Port KC desires to maintain an affirmative action program that adopts the goals set forth in the City MBE/WBE Ordinance, as amended, and establish an MBE, WBE and DBE Utilization Plan (defined below) consistent with the above stated goals. Further, as a political subdivision of the State of Missouri established pursuant to Chapter 68 of the Revised Missouri Statutes, Port KC desires to utilize the opportunities and resources available under RSMo 37.013 and through MoDOT in order to achieve those goals set forth in the City MBE/WBE Ordinance.

The purpose of this Affirmative Action Policy (the "Policy") is to establish and maintain such a program and to enhance the participation of qualified historically disadvantaged businesses in providing goods and services required by Port KC. This Policy describes procedures to accomplish this purpose and to monitor and evaluate progress. It is Port KC's intent to foster economic development in Kansas City, Missouri by establishing its MBE/WBE Goals. The scope of this Policy shall include requirements that Port KC shall:

1. Identify and work to eliminate barriers that inhibit MBE, WBE and DBE participation in Port KC's procurement process;

2. Establish goals to increase MBE, WBE and DBE utilization;

3. Meet or exert Best Faith Efforts to meet the Goals established by Port KC;

4. Provide information and assistance to MBEs, DBEs and WBEs regarding procurement opportunities with Port KC;

5. Implement mechanisms and procedures for monitoring MBE, WBE and DBE compliance by Contractors; and

6. Implement mechanisms to evaluate the Policy's progress.

Port KC shall also require its Contractors to do the following:

1. Meet or exert Best Faith Efforts to meet the Goals established by Port KC

2. Comply or exert Best Faith Efforts to comply with the Utilization Plans approved by Port KC;

3. Comply with all reporting requirements set forth in this Policy; and

4. Contractually require each Contractor, subcontractor and assignee to comply with this Policy and to enforce such contractual provisions.

Notwithstanding any of the foregoing, nothing in this Policy shall be interpreted to supersede the terms of any agreement between Port KC and a casino, including the Isle of Capri and Ameristar or their successors in interest. Casinos, to the extent possible, shall be encouraged to follow this Policy.

Section 3 – MBE, WBE and DBE Definitions

As used in this Policy, the following terms have the following definitions:

1. Statement of Intended Utilization: The statement that must be submitted with a Bid stating the Bidder's intent to meet the MBE, WBE and DBE goals or to request a timely waiver of MBE, WBE and DBE goals.

2. Best Faith Efforts: Best faith efforts are efforts that, given all relevant circumstances, a Bidder or Proposer actively and aggressively seeking to meet the Goals can reasonably be expected to make, including efforts more fully described in Section 6 hereinafter.

3. Bid: An offer to enter into a Contract submitted to Port KC or party to which this Policy applies pursuant to an Invitation for Bid.

4. Bidder: Any Person who submits a Bid in response to an Invitation for Bid.

5. Bid Opening: The event whereby Bids are opened and read aloud at the place, date and time specified in the Invitation for Bid and any subsequent amendment thereto.

6. Certified DBE: A business enterprise certified by the Missouri Department of Transportation as listed on the most current Missouri Regional Certification Committee (MRCC) Directory or addendum thereto on the date the Contractor Utilization Plan is submitted.

7. Certified MBE: A minority owned business enterprise certified by the Human Relations Department of the City of Kansas City, Missouri OR the State of Missouri Office of Equal Opportunity as listed in their respective MBE/WBE Directory or addendum thereto on the date the Contractor Utilization Plan is submitted.

8. Certified WBE: A woman owned business enterprise certified by the Human Relations Department of the City of Kansas City, Missouri OR the State of Missouri Office of Equal Opportunity as listed in their respective MBE/WBE Directory or addendum thereto on the date the Contractor Utilization Plan is submitted.

9. City: The City of Kansas City, Missouri.

10. City MBE/WBE Ordinance: Article IV of Chapter 3 of the Code, and particularly Division 2, as amended.

11. Code: The Code of Ordinances of the City, and particularly Article IV, Division 2 of Chapter 3 of that Code.

12. Commercially Useful Function: A Certified MBE, WBE or DBE is providing a commercially useful function when it is performing real and actual services that are a distinct and verifiable element of the contracted work based upon private sector trade or industry standards. In determining whether a Certified MBE/WBE is performing a Commercially Useful Function, factors including but not limited to the following will be considered:

    a. Whether the MBE, WBE or DBE has the skill and expertise to perform work for which it is being utilized;

    b. Whether the cost of materials is an ordinary and necessary part of the subcontractor's responsibility;

    c. Whether the MBE, WBE or DBE is in the business of performing, managing or supervising the work for which it has been certified and is being utilized;

    d. Whether the MBE, WBE or DBE is participating in the Contract as a middle person or broker in the normal course of that business or trade by purchasing the goods and/or services from another business, thereby qualifying expenditures for such goods and/or services to be counted toward utilization requirements for Certified MBEs, WBEs or DBEs.

    e. Whether the MBE, WBE or DBE is responsible for the purchase and quality of, and payment for, materials used to perform its work under the Contract.

13. Compliance Officer: The individual(s) designated by Port KC to monitor a compliance with this Policy on behalf of Port KC.

14. Construction Services: Activities undertaken to complete the construction, reconstruction, improvement, enlargement or alteration of any fixed work that relates to the implementation of a Contract, including environmental remediation and demolition, but excluding Professional Services.

15. Contract: Any construction contract for more than $300,000.00, adjusted as set forth herein, and all other contracts for more than $117,000.00 in which Port KC is a party, except the following:

    a. Personal services contracts;

    b. Emergency contracts;

16. Contractor: Any Person who enters into a Contract.

17. Contractor Utilization Plan or Utilization Plan: The statement that must be submitted by a Bidder or Proposer pursuant to this Policy that states its plan to utilize Qualified, Certified MBEs, WBEs and/or DBEs in the performance of a Contract.

18. Default Goals: Goals set forth in the attached **Exhibit A** that may be amended from time to time to reflect the results of any disparity study conducted by the City.

19. Directories: Lists compiled by the Department or State containing names and addresses of Certified MBEs, WBEs and DBEs in the business of providing Construction Services, Professional Services and other services and goods from whom Bids and Proposals can be solicited. The Directories facilitate identifying MBEs, WBEs and DBEs within categories relevant to general contracting requirements and to particular solicitations.

20. Disadvantaged Business Enterprise (DBE): A for-profit small business concern that:

    a. is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

    b. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and

    c. Is certified by the Missouri Regional Certification Committee (MRCC).

21. Port KC: The Port Authority of Kansas City, Missouri.

22. President/CEO: The President/CEO of Port KC, or that President/CEO 's authorized representative.

23. Goal: A numerical objective stated as a percentage of contract dollars for participation by Qualified, Certified MBEs, WBEs or DBEs in Contracts.

24. Good Faith Waiver: A waiver that is granted by Port KC based upon a showing by a Contractor that despite undertaking in good faith the actions outlined in this Policy, the Contractor may be unable to achieve the goals set forth in the Contractor Utilization Plan.

25. Invitation for Bid: A request or invitation for submission of an offer to enter into a Contract pursuant to a competitive bidding process.

26. Minority: A person who is a citizen or lawful permanent resident of the United States and who meets the definition of a "minority" in the City MBE/WBE Ordinance OR RSMo 37.013 *et. seq*.

27. Minority Business Enterprise (MBE): A for-profit small business concern that:

    a. Is at least 51 percent owned and independently controlled by one or more Minorities;

    b. Meets the size standards imposed by 13 CFR 121.201; and

    c. Is certified by the Department or State, with preference given to those certified by the Department.

28. Person: One or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, limited liability companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries and other organizations; except "Person" does not include any local, state or federal governmental entity.

29. Professional Services: Advisory or consulting activities including, but not limited to, architectural, engineering, legal, accounting, marketing, environmental studies and financial services, but excluding Construction Services.

30. Proposal: Any offer or list of qualifications submitted to Port KC in response to a Request for Proposals or otherwise, but not pursuant to an Invitation for Bid.

31. Proposer: Any person who submits a Proposal, either in response to a Request for Proposals or otherwise, but not pursuant to an Invitation for Bid.

32. Qualified: Possessing the demonstrated ability to perform the contracted task.

33. Request for Proposals: An invitation for submission of an offer to enter into a Contract pursuant to a negotiated process and not a competitive bid, including a request for proposals and a request for qualifications.

34. State: The State of Missouri, including the Missouri Department of Transportation (MoDOT) and the Missouri Office of Equal Opportunity (OEO).

35. Utilization Goals: Goals for individual Contracts as set and/or agreed to by Port KC.

36. Woman: A person who is a citizen or lawful permanent resident of the United States and who is a female.

37. Women's Business Enterprise (WBE): A for-profit small business concern that is not an MBE and that:

    a. Is at least 51 percent owned and independently controlled by one or more Women; and

    b. Meets the size standards imposed by 13 CFR 121.201.

    c. Is certified by the Department or State, with preference given to those certified by the Department.

38. Workforce: Those individual persons employed to perform Construction Services, Professional Services and other services.

Section 4 – Port KC or Contractor Compliance

Reasonable efforts shall be made to:

1. Advertise contract opportunities in general circulation media, trade and professional publications, small business media and publications of minority and women's business organizations;

2. Send written notice of specific contract opportunities to minority and women's business organizations and those MBEs, WBEs and DBEs listed on Port KC's approved provider lists;

3. Shape the scope, specifications and size of a Contract to enhance participation opportunities for Qualified, Certified MBEs, WBEs and DBEs;

4. Give preference to MBEs and WBEs certified by the City or State when possible;

5. Include Qualified, Certified MBEs, WBEs and DBEs on Port KC's approved provider lists; and

6. Add, within all Invitations for Bid and Requests for Proposals, a provision that encourages MBEs, WBEs and DBEs to become certified with the City.

Section 5 – MBE, WBE and DBE Policy Statement and Goals

It is the policy of Port KC that specific Goals shall be set for MBE/WBE participation in Port KC's procurement process in order to ensure that MBEs/WBEs have equal opportunity to participate in Port KC Contracts and subcontracts. DBEs should only be counted if no MBE or WBE Certification can be identified, and should be assigned to the appropriate MBE/WBE category, if applicable. The Utilization Goals for participation of such MBEs and WBEs are expressed as a percentage of the totals of (a) the dollar amount spent for Professional Services, (b) the dollar amount spent for Construction Services, (c) the dollar amount spent on other services, and (d) the dollar amount spent on materials and supplies. Unless Port KC establishes individualized Utilization Goals, Port KC Contracts and subcontracts will use the Default Goals, as set forth in the attached **Exhibit A**, for Professional Services, Construction Services, other services, materials and supplies, and Workforce.

1. The Goals set forth in **Exhibit A** are Goals for individual Contracts. Goals for individual Contracts may be determined on a contract by contract basis upon the availability of Qualified, Certified MBEs and WBEs to perform all or part of the Contract. If the Contractor believes that they may be unable to achieve the Default Goals, the Contractor shall timely request a Good Faith Waiver as set forth in Section 7 of this Policy.

2. The established overall Goals should not be construed as a limitation on contracting and Workforce opportunities. MBEs and WBEs shall be eligible to be awarded Contracts consistent with bidding or other contract procedures over and above the percentages listed.

3. When Goals have been established for a Contract, each Bidder or Proposer shall submit a notarized Contractor Utilization Plan to Port KC which shall include the following:

a. Names and addresses of each Qualified, Certified MBE or WBE that will participate in the Contract;

b. The work to be performed by each Qualified, Certified MBE and/or WBE, and the amounts each is to be paid for such work;

c. Verification letters from each listed MBE and WBE evidencing that it has agreed to execute a formal agreement for the work and indicating the price agreed upon for completion of the work.

4. All employees of Port KC and bound Contractors are responsible for implementing this Policy and for making every reasonable effort to utilize MBEs and WBEs when opportunities are available. The President/CEO of Port KC will take the lead role in the process by taking active steps to encourage full participation of Qualified MBEs/WBEs. This effort will involve monitoring MBE/WBE participation levels and informing staff of MBE/WBE availability.

5. Staff to Port KC and bound Contractors shall include a Statement of Intended Utilization in all requests for proposals to all Contractors and subcontractors requiring bidders to acknowledge compliance with this Policy. Such Statement of Intended Utilization shall notify bidders in writing of the requirement that upon award they shall obtain Utilization Goals from the President/CEO for each Contract. Not less than seven (7) days prior to the date of the meeting at which the Contract is to be considered for approval by Port KC, the Contractor shall communicate, in writing, to Port KC either (a) the specific scopes of work for the Contract in sufficient detail so that specific Utilization Goals can be established or (b) that specific scopes of work for such Contract have not been established, and in which case, the Default Goals shall apply; provided however, such Default Goals may be modified by the President/CEO at such time as the specific scopes of work for such Contract are presented by the Contractor to the President/CEO pursuant to a Good Faith Waiver as set forth in Section 7.

Section 6 – MBE, WBE and DBE Administrative Responsibilities

The President/CEO or Compliance Officer will be responsible for the coordination of this Policy and will ensure full compliance by Port KC.

1. The President/CEO or Compliance Officer shall review each proposed project, Proposal or Bid to determine potential for utilization of MBEs, WBEs or DBEs. This review is to be based on known availability of Qualified, Certified MBEs, WBEs or DBEs in the area as it relates to the scope of the Bid or Proposal package and is intended to identify ways in which a project might be broken down into sub-bids.

2. The President/CEO or Compliance Officer shall have the responsibility of setting project Utilization Goals.

3. Language regarding this Policy will be inserted in the form of the Statement of Intended Utilization into Bid and Proposal specifications to ensure that prospective Bidders and

Proposers are aware of a requirement to make Best Faith Efforts to utilize MBEs, WBEs and DBEs.

4. Plans and specifications will be made available by the President/CEO or Compliance Officer, along with any special instructions.

5. No Contracts will be deemed awarded pursuant to a Bid or Proposal until the Contractor has provided specific detailed documentation on how MBEs, WBEs or DBEs will be utilized and the Contractor Utilization Plan is approved by the President/CEO.

6. The Contractor Utilization Plan for a specific project and the Contractor commitment to carry out the program will become a part of the Contract awarded by Port KC. Failure to keep these commitments will be deemed as noncompliance with the Contract and may result in a breach of the Contract.

Section 7 – Compliance with Port KC Goals and Good Faith Waiver

1. Contractors shall make good faith efforts to meet or exceed the Contractor Utilization Goals under this Policy during the period beginning with the date bids are received on the Contract and ending on the date the Contractor completed all work under the Contract.

2. A Contractor shall be presumed conclusively to be in compliance with this Policy as it relates to good faith efforts if (i) Contractor has met the Utilization Plan, or (ii) Port KC determines that the Contractor has made good faith efforts to achieve the goals set forth in the Utilization Plan and grants the Contractor's request for a Good Faith Waiver.

3. Port KC shall grant a Good Faith Waiver if the Contractor demonstrated to Port KC's reasonable satisfaction that it has made good faith efforts to achieve the Utilization Plan. In determining whether to grant a Good Faith Waiver, Port KC shall consider whether the Construction Contractor undertook the following actions:

    a. Requested in writing the assistance of the President/CEO or Compliance Officer with respect to efforts to meet the Utilization Plan;

    b. Provided notice to a reasonable number of Minority and Women's business organizations of specific opportunities to participate in the Contract in sufficient time to allow MBE, WBE and DBE firms to participate effectively;

    c. Sent written notices, by certified mail, e-mail or facsimile, to Qualified, Certified MBEs, WBEs and DBEs soliciting their participation in the Contract in sufficient time to allow them to participate effectively;

    d. Attempted to identify portions of the work for Qualified, Certified MBE, WBE and DBE participation in order to increase the likelihood of meeting the Goals, including breaking down Contracts into economically feasible units;

e. Requested assistance in achieving the Goals from the President/CEO and acted on the recommendations;

f. Conferred with Qualified, Certified MBEs, WBEs and DBEs and explained the scope and requirements of the work for which their Bids or Proposals were solicited;

g. Attempted to negotiate in good faith with Qualified, Certified MBEs, WBEs and DBEs to perform specific subcontracts and has not rejected them as unqualified without sound reasons;

h. For Contracts for Construction Services, within five (5) working days after drawing the Bid specifications, Bidder sent certified letters, e-mails or facsimiles to Qualified, Certified MBEs, WBEs and DBEs listed in the Directories.

A Bidder, Proposer or Contractor shall submit documentation of its Best Faith Efforts when requested by Port KC.

Section 8 – Participation Credit for MBEs, WBEs and DBEs

1. The following Contract amounts shall be credited toward achieving the Goals:

   a. The total Contract dollar amount that a prime Contractor has paid or is obligated to pay to a subcontractor that is a Qualified, Certified MBE, WBE or DBE;

   b. Sixty percent (60%) of the total dollar amount paid or to be paid by a Contractor to obtain supplies or goods from a supplier who is not a manufacturer and who is a Qualified, Certified MBE, WBE or DBE. If the MBE, WBE or DBE is a manufacturer of such supplies then one hundred percent (100%) may be credited;

   c. Subcontractor participation with a lower tier MBE, WBE or DBE subcontractor by the subcontractor using one of the above methods of participation.

2. Notwithstanding any other provision of this section, at the discretion of the President/CEO or Compliance Officer, credit toward achieving the Goals on an individual Contract *may* be given for:

   a. Participation in a Contract by any Qualified, Certified MBE, WBE or DBE that does not perform a Commercially Useful Function. The prime Contractor shall have the burden of proving that a Certified MBE, WBE or DBE is performing a Commercially Useful Function;

   b. Any portion of the value of the Contract that an MBE, WBE or DBE subcontractor subcontracts back to the prime Contractor or any other Contractor who is not a Qualified, Certified MBE, WBE or DBE;

   c. A Certified MBE, WBE or DBE prime Contractor's own participation in its Contract with Port KC.

3. In order to be credited towards the MBE, WBE or DBE goals on a particular solicitation, an application for certification as a MBE, WBE or DBE must be filed no later than forty-five (45) days prior to the Invitation for Bid or Request for Proposals. An MBE, WBE or DBE must have received its certification by the date on which the Bid or Proposal is due.

Section 9 – Enforcement

In addition to remedies set forth in any Contract, if Port KC finds, after due notice and hearing, that the Contractor has not made a good faith effort to comply with the applicable Utilization Plan or has otherwise not complied with this Policy, Port KC may take such action as it deems appropriate, including but not limited to temporarily suspending Contract rights, ordering a cessation of Contract activity, or noting such non-compliance in any future application by the Contractor. In addition, Port KC may take into account the past compliance record of any Contractor's proposed subcontractors in evaluating such Contractor's applications.

Section 10 – MBE, WBE and DBE Reporting

All Contractors shall provide to the President/CEO or Compliance Officer monthly reports as and a final overall report set forth herein:

1. Throughout the duration of the Contract, monthly reports shall be provided in a format acceptable to Port KC, as provided by the President/CEO or Compliance Officer.

2. The Compliance Officer shall have access, at all reasonable times, to all books, papers, records, reports or accounts in possession of or under the control of the Contractor and its subcontractors as may be reasonably necessary to ascertain compliance with this Policy. The Contractor and its subcontractors shall furnish such further information as may be required by the Compliance Officer within ten (10) working days of the date it is requested in writing. The Contractor shall require all of its subcontractors to comply with the requirements of this subsection. All Bidders, Proposers and Contractors shall maintain such records as reasonably may be required in order to demonstrate Policy compliance including, but not limited to:

    a. A copy of the Utilization Goals established by the President/CEO or Compliance Officer for each project;

    b. Utilization Plans approved by the President/CEO or Compliance Officer; and

    c. Documentation that evidences the use of Best Faith Efforts requirements to meet the Utilization Goals.

3. The Compliance Officer shall be authorized to conduct on-site audits and records inspections of the Contractor and its subcontractors without prior notice as may be necessary to ascertain compliance with this Policy. The Contractor shall require all of

its subcontractors to comply with the requirements of this subsection. Such records shall be made available for audit by Port KC from time to time upon reasonable notice.

4. After completion of work on the Contract but before release of retainage, final acceptance and closeout, the Contractor shall submit a final report in a form provided by the Compliance Officer documenting the overall project total spend on work performed by Minorities and Women on the Contract as compared to the total Contract spend and request the Compliance Officer to have a final Determination of Compliance with the Policy.

Exhibit A

Below are the default Contractor Utilization Goals that may be amended from time to time to reflect the results of the most recent disparity study conducted by the City.

Classification	Construction	Professional Service	Other Services	Materials and Supplies
African American	9%	8%	13%	9%
HispanicAmerican/ Latino American	5%	3%	3%	3%
NativeAmerican/Asian American/Pacific Islander American	1%	2%	2%	2%
White Women	7%	8%	10%	9%

EXHIBIT B

CONSTRUCTION WORKFORCE POLICY
CONSTRUCTION HOURS AFFIDAVIT

The undersigned, being duly sworn upon his or her oath states:

1. I am more than 18 years of age.

2. I am _____ for _____.
   Name Business Name

3. The address for _____ is:
   Business Name

   _____

   _____

   _____

4. I am submitting my bid for _____
   Project

5. Affiant acknowledges receipt of the Port Authority of Kansas City, Missouri Construction Workforce Policy, see **Attachment 1**, and further acknowledges that, if awarded the bid, good faith efforts will be taken to meet or exceed the Minimum Construction Employment Goals during the period beginning with the date the Port Authority of Kansas City, Missouri receives bids on the contract and ending on the date work under the contract is completed.

6. Should Affiant perform under contract with the Port Authority of Kansas City, Missouri, Affiant agrees to timely seek a Good Faith Waiver should issues with compliance arise.

AFFIANT SIGNATURE

Print Name: _____

Title: _____

Sign: _____ Date: _____

State of _____)
) ss
County of _____)

On this _____ day of _____, in the year 201__, before me, _____, a Notary Public in and for the State, of Missouri, personally appeared _____, known to me to be the person who executed this **Construction Hours Affidavit**, and acknowledged to me that __he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the date and year first above written.

_____
Notary Public

My Commission Expires:

Attachment 1

Port KC
Construction Workforce Policy
August 15, 2016
Resolution 2016-08-02

Section 1 - Policy Statement

On June 19, 2009 the Port Authority of Kansas City, Missouri ("Port KC") Board of Commissioners adopted a Construction Workforce Policy ("Workforce Policy") through Resolution No. 06-07-09 in order to increase the recruitment, training and retention of residents, minorities and women on Port KC construction contracts and throughout the Kansas City Metropolitan Statistical Area by setting goals for utilization of minority, women and resident workers in order to mirror the stated goals of the City of Kansas City, Missouri ("City") as set forth in Article II, Chapter 38 of the City's Code of General Ordinances Sections 38-83.1 through 38-83.13 which established a construction employment program ("City Construction Employment Program"). On May 1, 2013, Chapter 38 was repealed in its entirety and replaced with Part II, Chapter 3, Article IV, Sections 3-501 through 3-527.

Port KC does not adopt, implement or amend this Construction Workforce Policy to correct or remedy any actual or alleged discriminatory action or policy by or on behalf of the Port KC in connection with the recruitment, training and retention of residents, minorities and women on Port KC construction projects.

Port KC continues to recognize the importance of recruiting, training and retaining residents, minorities and women on construction projects in the Kansas City Metropolitan Statistical Area and supports the economic and social reasons underlying the City Construction Employment Program.

Section 2 – Definitions Applicable to Workforce Policy

Apprentice means person of legal working age who has entered into a program for training and employment to learn a skilled construction trade.

Apprenticeship Program means a program approved by the Bureau of Apprenticeship Training providing for no less than 2,000 hours of reasonably continuous employment and for participation in an approved schedule of work experience through employment, which shall be supplemented by a minimum of 144 hours per year of related instruction.

Board of Commissioners means the Board of Commissioners of the Port Authority of Kansas City, Missouri.

City means the City of Kansas City, Missouri.

City Council means the governing body of the City.

Compliance Officer means the individual(s) designated by Port KC to monitor a Construction Contractor's compliance with this Workforce Policy on behalf of Port KC.

Construction Contract means a contract with a Construction Contractor estimated by Port KC prior to solicitation of construction bids as requiring more than 800 Construction Labor Hours and with an estimated cost that exceeds $324,000.00 (as may be adjusted annually by the City under the City Construction Employment Program) for the construction, reconstruction, improvement, enlargement or alteration of any Fixed Work in which any portion is paid for out of Port KC funds.

Construction Contractor means any individual, partnership, corporation, association or other entity, or any combination of such entities, who or which, regardless of the number of employees, enters into a Construction Contract with Port KC.

Construction Employment Goals means the percentages of Construction Labor Hours to be performed by Minority and Women workers for a Construction Contractor on a given Construction Project(s) of that Construction Contractor during the construction time period of that Construction Contract unless otherwise waived by Port KC on appeal.

Construction Hours Affidavit means a statement by a Construction Contractor, verified under oath, setting forth the Construction Contractor's intent to meet or exceed the Construction Employment Goals while performing a Construction Contract.

Construction Labor Hour means a sixty minute period of time devoted by a worker employed by a Construction Contractor or subcontractor: (a) performing labor on a Construction Project job site, or (b) preparing, fabricating or painting materials or equipment to be used or incorporated on a Construction Project job site.

Construction Project means any project for construction of a Fixed Work performed by a Construction Contractor in the Kansas City Metropolitan Statistical Area.

Determination of Compliance means a final report issued by the Compliance Officer issued upon request of the Construction Contractor or upon the receipt of the

Fixed Work means any permanent building or structure for public use or benefit to be constructed, reconstructed, improved, enlarged or altered under a Construction Contract, including, but not limited to roads, streets, public utilities or other public facilities.

Good Faith Waiver means a waiver that is granted by Port KC based upon a showing by a Construction Contractor that despite undertaking in good faith the actions outlined in this Workforce Policy, the Construction Contractor was unable to achieve the Minimum Construction Employment Goals.

Incentive Construction Employment Goal means an aspirational goal for company-wide employment of Minorities and Women intended to encourage Construction Contractors to invest additional money and resources to hire and retain Minorities and Women on their

workforce in order to achieve participation percentages well in excess of the Minimum Construction Employment Goals and the percentage of Minorities and Women generally available in the workforce by providing public recognition upon the completion of a Construction Contract to the Construction Contractor who achieves such goal.

Journeyperson means one who has completed an apprenticeship in a trade or craft and is recognized in the particular trade or craft as a journeyperson.

Labor Union means any organization which exists, in whole or in part, for the purpose of collective bargaining; for dealing with employers concerning grievances, terms or conditions of employment; or for other mutual aid or protection of workers in relation to employment.

Minimum Construction Employment Goal means a minimum goal for employment of Minorities and Women that a Construction Contractor is expected to endeavor to meet by undertaking in good faith the actions outlined in this Workforce Policy.

Minority means a person who is a citizen or lawful permanent resident of the United States and who is:

(1) African American, a person whose origins are in any of the Black racial groups of Africa, and who has historically and consistently identified himself or herself as being such a person; or

(2) Hispanic American and/or Latino American, a person whose origins are in Mexico, Central or South America, or any of the Spanish speaking islands of the Caribbean (for example Cuba and Puerto Rico), regardless of race, and who has historically and consistently identified himself or herself as being such a person; or

(3) and/or Pacific Islander American, a person whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent, and who has historically and consistently identified himself or herself as being such a person; or

(4) Native American, a person having origins in any of the original peoples of North America, and who maintain tribal affiliation or demonstrate at least one-quarter descent from such groups, and who has historically and consistently identified himself or herself as being such a person.

Port KC means The Port Authority of Kansas City, Missouri.

Resident means an individual residing or domiciled within the City.

Woman means a person who is a citizen or lawful permanent resident of the United States and who is a female.

Workforce Preparedness Program means a program approved or certified by the City that actively seeks the participation of Minorities and Women and provides them with the skills and resources necessary to enter a program for training and employment to learn a skilled construction trade.

Section 3 – Construction Employment Goals

(a) The Construction Employment Goals consist of the Incentive Construction Employment Goals and the Minimum Construction Employment Goals and are expressed as a percentage of total Construction Labor Hours of a Construction Contractor on a given Construction Contract. The Construction Employment Goals applicable under this Workforce Policy shall be those established under the City Construction Employment Program in effect at any time as set forth in the attached **Exhibit A**.

(b) The Construction Employment Goals are goals for individual Construction Contracts.

(c) Construction Employment Goals shall be based upon Minorities and Women working sufficient hours to qualify for benefits.

(d) All Construction Contracts entered into by Port KC shall require that the Construction Contractor include the requirements of this Workforce Policy in all subcontracts of any tier and that the Construction Contractor use good faith efforts to ensure that such subcontractors comply with this Workforce Policy.

(e) Port KC may provide public recognition to a Construction Contractor that achieves the Incentive Construction Employment Goals.

(f) This Workforce Policy shall not be construed as requiring or encouraging a Construction Contractor, or any subcontractor working in conjunction with the Construction Contractor, to make employment decisions or otherwise alter the terms and conditions of employment based upon race or gender.

Section 4 – Good Faith Efforts to Comply; Good Faith Waivers

(a) A Construction Contractor shall make good faith efforts to meet or exceed the Minimum Construction Employment Goals during the period beginning with the date bids are received on the Construction Contract and ending on the date that the Construction Contractor completes all work under the Construction Contract.

(b) A Construction Contractor shall be presumed conclusively to be in compliance with this Workforce Policy as it relates to good faith efforts if (i) the Construction Contractor has met the Minimum Construction Employment Goals, or (ii) Port KC determines that the Construction Contractor has made good faith efforts to achieve the Minimum Construction Employment Goals and grants the Construction Contractor's request for a Good Faith Waiver.

(c) Port KC shall grant a Good Faith Waiver if the Construction Contractor demonstrates to Port KC's reasonable satisfaction that it has made good faith efforts to achieve the Minimum Construction Employment Goals. In determining whether to grant a Good Faith Waiver, Port KC shall consider whether the Construction Contractor undertook the following actions:

(1) For Construction Contractors that are not signatories to a collective bargaining agreements with organized labor:

a. Requested in writing the assistance of the Compliance Officer and/or the Director with respect to efforts to promote the utilization of Minorities and Women in the Construction Contractor's workforce and acted upon any such recommendations;

b. If the Construction Contractor hires workers in the ordinary course of business:

(i) Provided notice to a reasonable number of Minority and Women's business organizations of specific opportunities to participate in the Contract in sufficient time to allow MBE, WBE and DBE firms to participate effectively;

(ii) used terminology in such advertisements that sufficiently describes the work available, the pay scale, the application process, and anything else that one might reasonably be expected to be informed of relevant to the position being advertised;

(iii) maintained copies of each advertisement and a log identifying the publication and date of publication;

(iv) conducted real and substantial recruitment efforts, both oral and written, targeting Resident, Minority and Women community-based organizations, schools with a significant Minority student population, and training organizations serving the recruitment area;

(v) established and maintained and/or obtained from the Compliance Officer and/or the Director a current list of Resident, Minority and Women recruitment sources, providing written notifications to the recruitment sources of available employment opportunities, and maintained records of the notices submitted to the organizations and any responses thereto; and

(vi) maintained a current file for the time period of the Construction Contract with the name, address, and telephone number of each Resident, Minority and Woman job applicant, the source of the

referral, whether or not the person was hired, and in the event that the applicant was not hired, the reason therefore.

c. Promoted the retention of Minorities and Women Journeypersons in its workforce with the goals of achieving sufficient annual hours for Minorities and Women to qualify for benefits;

(2) For Construction Contractors that are signatories to collective bargaining agreements with organized labor:

a. Supported the efforts of the Joint Apprenticeship Training Committee (JATC), a joint effort of Labor Unions and Contractors, or some other Apprenticeship Program, whose purpose is to recruit, train and employ new workers for a full time career in the construction industry. For purposes of this Workforce Policy, a Construction Contractor's support may include, but is not limited to, financial contributions, providing volunteers, or in-kind services or goods; and

b. Requested in writing from each Labor Union representing crafts to be employed by the Construction Contractor that:

i. The Labor Union will make efforts to promote the utilization of Residents, Minorities and Women in the workforce; and

ii. The Labor Union will identify any Residents, Minorities and Women in its membership eligible for employment by the Construction Contractor; and

iii. The JATC will take substantial and real steps to increase the participation of Minorities in the union Apprenticeship Programs in the aggregate to 30% and encourage other Labor Unions to do the same; and

iv. The JATC will take substantial and real steps to increase the participation of Women in the union Apprenticeship Programs in the aggregate to 5% and encourage other Labor Unions to do the same; and

v. The JATC will partner with Workforce Preparedness Programs, community based organizations, employment referral programs and school-sponsored programs to accomplish these goals; and

c. Collaborated with Labor Unions in promoting mentoring programs for Journeypersons intended to assist Minorities and Women in increasing retention with the goals of achieving sufficient annual hours to qualify for applicable benefits; and

d. If the Construction Contractor hires workers in the ordinary course of business, the Construction Contractor has maintained a current file with the name, address, and telephone number of each Resident, Minority and Woman identified by the Labor Union, whether or not the person was hired, and in the event the person was not hired, the reason therefore; and

e. To the extent that the good faith effort actions set forth in this subsection (2) are in conflict with the procedures implemented by the Construction Contractor in order to comply with a competitive bargaining agreement, the Construction Contractor shall substitute other procedures, as may be approved in writing by the Compliance Officer, in consultation and cooperation with the Director, in order to accomplish the purpose and intent of this subsection; and

(3) Required by written contract that all of its subcontractors on the Construction Contract comply with this Workforce Policy.

(4) Complied with the record keeping, reporting and compliance monitoring provisions of this Workforce Policy. The Construction Contractor shall be conclusively presumed to be in compliance with this Workforce Policy as it relates to records and reports if all records have been kept and reports have been timely made as required by this Workforce Policy.

(d) The Construction Contractor shall submit a written request for a Good Faith Waiver to the Compliance Officer. The written request shall include all documentation and information supporting the Construction Contractor's request for a Good Faith Waiver. The Construction Contractor shall submit a copy of the written request to the Director at the same time it is submitted to the Compliance Officer.

(e) When a Construction Contractor requests a Good Faith Waiver, the Compliance Officer shall review the request and determine whether the request should be approved or denied and setting out the reasons supporting such decision. If the Compliance Officer determines that the Construction Contractor failed to make a good faith effort to meet the Minimum Construction Employment Goals, they shall also determine the appropriate remedy. The determination whether or not to grant a Good Faith Waiver shall be made within 45 days of the request for a Good Faith Waiver shall be in writing, shall set out the reasons supporting such determination, and shall be promptly provided to the Construction Contractor.

(f) As an alternative to (e) above, the Compliance Officer may request that the Board of Commissioners hold a hearing to determine whether or not the Construction Contractor should be granted a Good Faith Waiver. After due notice given to the Construction Contractor, the Board of Commissioners may hold a hearing and determine whether the Construction Contractor made a good faith effort to meet the Minimum Construction Employment Goals. If the Board of Commissioners determines that the Construction Contractor failed to make a good faith effort to meet the Minimum Construction

Employment Goals, it shall also determine the appropriate remedy. Port KC's determination whether or not to grant a Good Faith Waiver shall be made within 45 days of the hearing, shall be in writing, shall set out the reasons supporting such determination, and shall be promptly provided to the Construction Contractor.

(g) Notwithstanding anything contained in this Section 4, if a Good Faith Waiver is required by federal or state or local law, Port KC shall grant a Good Faith Waiver to a Construction Contractor that nonetheless fails to meet the Minimum Construction Employment Goals and fails to make a good faith effort under the standards set forth in subsection (c) of this Section.

Section 5 – Monitoring and Compliance with Workforce Policy

(a) On solicitations for Construction Contracts, Port KC will require each potential Construction Contractor to submit with its response to the solicitation a Construction Hours Affidavit stating the Construction Contractor's intent to meet or exceed the Minimum Construction Employment Goals while performing the Construction Contract. The Construction Hours Affidavit shall be in a similar format utilized by the City in connection with the City Construction Employment Program.

(b) On solicitations for Construction Contracts, Port KC shall, after the Construction Contract has been executed, but before work under the Construction Contract begins, require the selected Construction Contractor to meet with the Compliance Officer for the purpose of discussing (i) the Construction Contractor's willingness to provide first opportunity for employment on Construction Projects to Residents, (ii) the Minimum Construction Employment Goals for Minority and Women workers, (iii) how the Construction Contractor will endeavor in good faith to meet the Minimum Construction Employment Goals, (iv) any problems that may affect the Construction Contractor's ability to employ Residents or achieve the Minimum Construction Employment Goals, and (v) the forms and procedures required for the Construction Contractor's reporting obligations.

(c) Throughout the duration of the Construction Contract, the Construction Contractor shall submit monthly workforce reports directly to the Compliance Officer utilizing a similar reporting format as set forth by the City in connection with the City Construction Employment Program in a form provided by the Compliance Officer documenting the total number of Construction Labor Hours performed by Minorities and Women on the Construction Contract as compared to the total number of Construction Labor Hours performed by all workers on the Construction Contract. The Construction Contractor shall submit copies of all monthly workforce reports to the Compliance Officer.

(d) The Compliance Officer shall have access, at all reasonable times, to all books, papers, records, reports or accounts in possession of or under the control of the Construction Contractor and its subcontractors as may be reasonably necessary to ascertain compliance with this Workforce Policy. The Construction Contractor and its subcontractors shall furnish such further information as may be required by the

Compliance Officer within ten (10) working days of the date it is requested in writing. The Construction Contractor shall require all of its subcontractors to comply with the requirements of this subsection.

(e) The Compliance Officer shall be authorized to conduct on-site audits and records inspections of the Construction Contractor and its subcontractors without prior notice as may be necessary to ascertain compliance with this Workforce Policy. The Construction Contractor shall require all of its subcontractors to comply with the requirements of this subsection.

(f) After completion of work on the Construction Contract but before release of retainage, final acceptance and closeout, the Construction Contractor shall submit a final report in a form provided by the Compliance Officer documenting the overall project total number of Construction Labor Hours performed by Minorities and Women on the Construction Contract as compared to the total number of Construction Labor Hours performed by all workers on the Construction Contract and request the Compliance Officer to have a final Determination of Compliance with the Workforce Policy. The Compliance Officer may request, in the format required by the City Construction Employment Program, the payroll records of the Construction Contractor and its subcontractors on the Construction Contract, for the duration of the Construction Contract, documenting the total number of Construction Labor Hours performed by Minorities and Women on the Construction Contract as compared to the total number of Construction Labor Hours performed by all workers on the Construction Contract.

(g) All Construction Contractors shall be required to comply with all federal laws, including those of the Immigration and Naturalization Service and the Department of Homeland Security. Only those Construction Labor Hours performed by workers in compliance with federal law shall be counted towards the meeting the Minimum Construction Employment Goals.

(h) The Construction Contractor shall be required to obtain and retain documentation establishing the residence of record for any person working on a Construction Project. The documentation may be one of the following:

(1) driver's license or identification card issued by a government or governmental agency with a photograph of the holder; or

(2) voter registration card; or

(3) utility bill showing the account holder's name and address; or

(4) valid United States Passport; or

(5) other document that sufficiently establishes residency.

(i) It is the responsibility of the Construction Contractor to demonstrate compliance with this Workforce Policy, including, but not limited to, its good faith efforts to achieve the Minimum Construction Employment Goals. The Compliance Officer shall monitor the Construction Contractor's ongoing compliance with this Workforce Policy, shall assist the Construction Contractor in its good faith efforts to meet or exceed the Minimum Construction Employment Goals and otherwise comply with this Workforce Policy, and shall make periodic reports to Port KC relative thereto.

Section 6 - Equal Employment Standards

(a) Port KC shall include an Equal Opportunity Clause in all Construction Contracts requiring that all Construction Contractors adhere to the equal opportunity requirements in the City's Code of Ordinances, Part II, Chapter 3, Article IV. The Equal Opportunity Clause shall include, at a minimum, the following provisions:

(1) The Construction Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or sexual orientation.

(2) The Construction Contractor will take affirmative action to ensure that employees are treated fairly during employment without regard to their race, color, religion, sex, national origin, disability or sexual orientation. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(3) The Construction Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the Equal Opportunity Clause.

(b) Port KC shall contractually require that the Construction Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Construction Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability or sexual orientation.

Section 7 - Remedies for Noncompliance with Workforce Policy

For any Construction Contract that this Workforce Policy is applied the Construction Contractor's noncompliance with this Workforce Policy, or with any applicable rules and regulations, shall be a material breach of the Construction Contract for which Port KC may pursue the remedies set out in the Construction Contract, which may include, but not be limited to, canceling, terminating, or suspending, in whole or in part, the Construction Contract and declaring the Construction Contractor ineligible for further Construction Contracts with Port KC for a period of up to one year.

Section 8 - Severability

If any section, subsection, clause, or provision of this Workforce Policy is deemed to be invalid or unenforceable in whole or in part, this Workforce Policy shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable subsection(s), clause(s), provision(s) or portion(s) thereof, and alter the balance of those same sections in order to render the same valid and enforceable.

Section 9 – Miscellaneous

(a) The Chairman and Vice-Chairman of the Board of Commissioners, as well as the President/CEO are authorized and directed to undertake any activities, including signing any documents, certificates or other instruments, necessary or reasonable to carry out and implement this Workforce Policy.

(b) Port KC may adopt rules and regulations to implement this Workforce Policy; provided, however, such rules and regulations shall not be inconsistent with this Workforce Policy.

(c) Port KC shall consider adopting any amendments to the City Construction Employment Program approved by the City Council but only to the extent that any such amendments are applicable to Construction Contracts entered into by Port KC.

(d) If there is any conflict between the provisions of this Workforce Policy and the City Construction Employment Program, the provisions of this Workforce Policy shall control.

Section 10 – Effective Date; Termination

This Workforce Policy shall be effective immediately upon its adoption by Port KC. This Workforce Policy will automatically terminate if the City Construction Employment Program is terminated for any reason.

Exhibit A

These goals are intended to mirror the goals set forth by the City at any given time and are subject to change. As of the effective date of this Workforce Policy, the Construction Employment Goals are as follows:

(1) For Minorities, an Incentive Construction Employment Goal of 20% and a Minimum Construction Employment Goal of 10%.

(2) For Women, an Incentive Construction Employment Goal of 4% and a Minimum Construction Employment Goal of 2%.

EXHIBIT C

Missouri
Division of Labor Standards

WAGE AND HOUR SECTION

JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 23

Section 048

JACKSON 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
John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2016**

Last Date Objections May Be Filed: **April 11, 2016**

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	10/16		$36.97	52	53	$25.45
Boilermaker	7/16		$35.93	57	7	$28.33
Bricklayer and Stone Mason	6/16		$34.35	58	39	$18.72
Carpenter	6/16		$37.25	63	68	$16.10
Cement Mason			$31.24	65	4	$18.54
Communication Technician			$33.65	47	72	$16.26 + 10%
Electrician (Inside Wireman)			$36.69	13	72	$16.95 + 10%
Electrician (Outside-Line Construction\Lineman)			$41.52	125	65	$5.00 + 34.5%
Lineman Operator			$38.37	125	65	$5.00 + 34.5%
Groundman			$26.76	125	65	$5.00 + 34.5%
Elevator Constructor	7/16	a	$44.515	26	54	$31.531
Glazier			$33.12	88	32	$16.68
Ironworker	6/16		$32.00	50	4	$28.45
Laborer (Building):						
General	6/16		$27.15	30	4	$15.45
First Semi-Skilled	6/16		$27.55	30	4	$15.45
Second Semi-Skilled	6/16		$27.95	30	4	$15.45
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/16		$34.97	46	67	$16.10
Marble Mason			$34.24	25	4	$14.18
Marble Finisher			$24.11	25	4	$8.85
Millwright			USE CARPENTER RATE			
Operating Engineer						
Group I	8/16		$38.44	85	4	$16.02
Group II	8/16		$37.63	85	4	$16.02
Group III	8/16		$32.08	85	4	$16.02
Group III-A	8/16		$36.29	85	4	$16.02
Group IV						
Group V	8/16		$33.68	85	4	$16.02
Painter	6/16		$28.54	37	4	$16.56
Pipe Fitter	9/16		$43.08	2	33	$21.57
Plasterer			$31.60	68	4	$16.25
Plumber	6/16		$42.64	45	33	$21.04
Pile Driver			USE CARPENTER RATE			
Roofer \ Waterproofer	6/16		$32.55	95	2	$17.09
Sheet Metal Worker	8/16		$40.20	17	22	$21.71
Sprinkler Fitter - Fire Protection	11/16		$36.74	14	4	$19.62
Terrazzo Worker			$34.24	25	4	$14.18
Terrazzo Finisher			$24.11	25	4	$8.85
Tile Setter			$34.24	25	4	$14.18
Tile Finisher			$24.11	25	4	$8.85
Traffic Control Service Driver			$15.35	48	49	$2.71
Truck Driver-Teamster						
Group I			$30.09	100	4	$10.90
Group II			$30.09	100	4	$10.90
Group III			$30.29	100	4	$10.90
Group IV			$30.29	100	4	$10.90

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

Building Construction Rates for
JACKSON County Footnotes

Section 048

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%

REPLACEMENT PAGE
JACKSON COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means the maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. to 12:00 noon, 12:30 p.m. to 4:30 p.m. The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. Because of traffic, parking or other circumstances, the hours of work on any project may be any continuous 8½ hours period (8 hours of work plus 30 minutes for lunch) between 7:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m. Monday through Thursday, with one-half (½) hour allowed for a lunch period each day. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. Overtime performed Monday through Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sundays and recognized holidays shall be paid at the double (2) time rate of pay. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. 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. In the event a first shift is not required, a second and third shift employee shall receive an additional 15% of the base rate and receive pay for actual hours worked.

NO. 13: Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

NO. 14: Means eight (8) hours per day shall constitute a day's work. The regular starting time shall be 8:00 a.m., and the regular quitting time shall be 4:30 p.m.; lunch time shall be twelve (12) o'clock noon to 12:30 p.m. The regular starting time may, by mutual consent of employees on the job site, and the employer, be between 7:00 a.m. and 9:00 a.m. with appropriate adjustments made to the regular quitting time and lunch time. All time worked before the regular starting time and after the regular quitting time, Monday through Friday, shall be paid at the rate of time and one-half (1½). Four (4) days at ten (10) hours a day may be worked at straight time. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and one-half (1½). All work commencing with the beginning of the established work day on Sundays and/or Holidays shall be paid at the rate of double (2) time.

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NO. 17: Means the regular working day shall consist of eight (8) hours of labor between 7:00 a.m. and 3:30 p.m. and the regular work week shall consist of five (5) consecutive eight (8) hour days of labor beginning on Monday and ending with Friday of each week. 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. Except as otherwise provided, all work performed outside of regular working hours during the regular work week, shall be at double (2) times the regular rate. Working hours may be varied by two (2) hours. When circumstances warrant and when it is mutually beneficial and agreed to by interested parties, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of five (5) a.m. and six (6) p.m., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period each day. Friday may be used as a make-up day. The make-up day will be voluntary, and a decision not to work may not be held against the employee. When working four (4) ten (10) hour day's overtime will be paid at the time and one-half (1½) rate for the eleventh (11^{th}) and twelfth (12^{th}) hour, all other work will be paid at the double (2) time rate of pay. The first two (2) hours of overtime, Monday through Friday, and the first eight (8) hours on Saturday shall be at time and one-half (1½) for all work. All other overtime shall be at double (2) time. The first two (2) hours of overtime must be concurrent with the regular work day; two (2) hours prior to or following the regular work day are at time and one-half (1½). The regular workday (as previously defined) on Saturday is paid at time and one-half (1½). Work performed outside of the regular Saturday work day is at double (2) time. All work performed on recognized holidays, or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay.

NO. 25: Means regular working hours of eight (8) hours shall constitute a working day between the hours of 8:00 a.m. to 4:30 p.m. in a forty (40) hour working week of Monday through Friday. Employment on Saturday, Sunday and legal holidays, and employment before or after the regular working hours shall be considered overtime. Employment on Saturday, Sunday and legal holidays shall be paid for at twice (2) the regular hourly rate. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice (2) the regular hourly rate.

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. 30: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 A.M., except when the work week is scheduled as a week with starting time advanced or delayed. Starting time may be advanced or delayed by the employer up to two (2) hours from the regular starting time. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not to include holidays) because of events out of the control of the contractor, then that missed work day may be made up at straight time the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after the forty (40) hours in a week must be paid at time and one-half (1½). Saturday make-up day shall not be used to make up for time lost due to recognized holidays. The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day). If using a 4-10's schedule, a Friday make-up day is allowed. If using a 4 (10) schedule, any work more than ten (10) hours in a day or forty (40) hours in a work week shall be paid at the time and one-half (1½) rate. Friday make-up day shall not be used to make up for time lost due to recognized holidays. All work performed on Sundays or holidays shall be paid at the double (2) time rate.

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NO. 37: The Employer may choose, at his discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". All work performed on Sundays and recognized holidays shall be paid for at the rate of double (2) time. All Saturday work shall be paid for at the rate of time and one-half (1½) the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half (1½) the regular wage scale until midnight and double (2) time after midnight except make-up time will be allowed under the following condition: In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day can be granted. Then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

NO. 45: Means eight (8) hours shall constitute a day's work, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work week shall be forty (40) hours, beginning Monday, 8:00 a.m. and ending at 4:30 p.m. Friday. Because of traffic, parking and other circumstances, the hours of work on any project may begin as early as 6:00 a.m. with eight (8) hours worked between 6:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. All overtime Monday through Saturday shall be paid at the rate of time and one-half (1½) the regular rate of pay. Sunday and recognized holidays shall be paid at double (2) time. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. The hourly rate for second shift (seven and one-half hours worked for eight hours paid) shall be twenty-five cents ($0.25) over and above the hourly rate. The hourly rate for third shift (seven hours worked, eight hours paid) shall be fifty cents ($0.50) above the hourly rate. If no first shift is worked, second and third shift employees shall receive an additional fifteen percent (15%) over and above the hourly rate for actual hours worked.

NO. 46: Means the regular work day shall be eight (8) hours from 6:00 a.m. to 6: 30 p.m. Starting time may be between 6:00 a.m. and 10:00 a.m. The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 10:00 a.m. on Monday and ending between 2:30 p.m. and 6:30 p.m. on Friday. All hours in excess of the regular work day and work week shall be considered overtime. Overtime on days recognized as regular work days and on Saturday shall be paid for at the rate of time and one-half (1½) the regular rate. Sunday and recognized holidays shall be paid for at the rate of double time (2) for time worked. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours at straight time rate of pay. The 4-10's must run for a period of at least four (4) days.

NO 47: Means a regular workday shall consist of eight (8) hours between 6:00 a.m. and 6:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday or Tuesday through Saturday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. The Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

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NO. 48: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 50: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

NO. 52: Means the regular workweek shall consist of five (5) eight (8) hour days, Monday through Friday. The regular workday shall consist of an eight (8) hour period, to be worked between the agreed upon starting time and ending no later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m. The option exists for the employer to use a four (4) day, ten (10) hour work week. Days worked shall be Monday through Thursday or Tuesday through Friday. If the job requires men on duty all five (5) days, then part of the crew may work the first four (4) days and the remainder of the crew may work the last four (4) days. Hours each day shall be from 7:00 a.m. to 5:30 p.m. Interested parties on the project must agree to this clause before it may be used. Once this clause has been put into effect, it shall remain as long as the majority of the Employees on the project and the Employer agree to keep it. The four (4) day clause shall not be used to circumvent a Holiday. Except as otherwise provided, all work performed outside the regular working hours and performed during the regular work week (Monday through Friday) shall be at the following rates of pay:

Holidays-New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day (or days observed as such) shall be recognized as Holidays that shall be paid at two (2) times the regular rate of pay.

Labor Day-No work shall be performed on Labor Day except in special cases of emergency. Rate of pay shall be at three (3) times the regular rate of pay.

Overtime-Work performed outside of the regular work day (the regular work day shall consist of an eight (8) hour period, to be worked between the agreed upon starting time and ending not later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m., by mutual consent of the interested party's.), shall be:

A. Hours worked Monday through Friday, the first two (2) hours of overtime will be paid at time and one-half (1½). All other overtime will be paid at the double (2) time rate.
B. The first ten (10) hours worked on Saturday will be paid at time and one-half (1½), with all other hours to be paid at the double (2) time rate.
C. Sundays and Holidays (except Labor Day) shall be paid at the double (2) time rate.

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NO. 57: 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 $27.04 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 $1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 58: Means eight (8) consecutive hours, between 6:00 a.m. and 5:30 p.m., shall constitute a day's work. Five (5) days work, Monday through Friday, shall constitute a normal work week. Work performed in excess of eight (8) hours per day or eight hours beyond normal starting time for that project excluding lunch Monday through Friday, and all work performed on Saturday, shall be paid for the rate of time and one-half (1½). When Sundays and recognized holidays are worked, the worker(s) shall be paid at the rate of double (2) time. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule at straight time. A Friday make-up day is available if time is lost due to inclement weather and at least sixteen (16) hours, but not more than thirty (30) hours, were worked during the week.

NO. 63: Means eight (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

NO. 65: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

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NO. 68: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half and five hours after starting time. The starting time may be advanced or delayed by the employer up to one hour from the regular starting time. All work performed before the advance starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or holidays shall be paid at the double (2) time rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate, except as hereinafter described. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the Saturday in the week of the pay period. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

NO. 85: Means the work week shall be Monday through Sunday. Eight (8) hours shall constitute a day's work to begin between 6:00 a.m. and 9:00 a.m. and end between 2:30 p.m. to 5:30 p.m. Employees required to work during their lunch period shall receive the overtime rate. Employees shall receive time and one-half (1½) for all time they are required to work prior to their normal starting time or after eight (8) hours or normal quitting time Monday through Friday, or all day on Saturday. If an Employer has started the work week on a five day, eight hours a day schedule, and due to inclement weather misses any time, then he may switch to a nine or ten hours a day schedule, at straight time, for the remainder of that work week in order to make up for the lost time (10-hour make-up day). All work over ten (10) hours a day or over forty (40) hours a week must be paid at time & one-half (1½). Sundays and recognized holidays shall be paid at the double (2) time rate of pay. A contractor may alter the regular work week to four (4) ten (10) hour days at straight time rate of pay. To do this the scheduled 4-10's must be worked at least one full week and the regular workweek shall be Monday through Thursday with Friday being a make-up day at straight time for days missed in the regular workweek due to inclement weather. If 5-8's are being worked, Saturday may be used as a make-up day at straight time if inclement weather prevents work during the normal work week.

NO. 88: Means the regular work week shall consist of five (5) eight (8) hour days, 7:00 a.m. to 3:30 p.m., Monday through Friday, except when the work week is scheduled as a 4-10's week or as a week with start time advanced or delayed as described below. The starting time may be advanced or delayed by one hour on either side of 7:00 a.m. The advanced or delayed starting time must run for a period of at least five (5) days. The Employer may establish a work week consisting of four (4) days, during the regular work week, each day consisting of ten (10) hours at straight time. The 4-10's must run for a period of at least four (4) days. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday (or ten hours in a 4-10's week), the first eight (8) hours of a Saturday, and it shall be at time and one-half (1½) for the Friday and Saturday following Thanksgiving. Double (2) time shall be paid for the following time worked on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, as well as any work in excess of eight (8) hours on a Saturday and the Saturday of a three-day weekend (except the Saturday following Thanksgiving).

NO. 95: Means a regular workday shall consist of eight and one-half (8½) hours elapsed time, including one-half hour for lunch. The crew starting times shall be flexible within the period of daylight to 8:00 a.m. Any work performed over ten (10) hours of elapsed time per day including one-half hour for lunch and/or any work performed over forty (40) hours at the straight time rate in one week shall be paid at time and one-half (1½) the straight time rate. Saturday shall be a voluntary make-up day at straight time at the discretion of the contractor and with the consent of the employees. Sunday and recognized holidays shall be paid for at double (2) time.

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BUILDING CONSTRUCTION - OVERTIME SCHEDULE

NO. 100: Means eight (8) hours shall constitute a day's work, and five (5) continuous eight-hour days shall constitute a week's work, Monday through Friday. Time and one-half (1½) the regular hourly rate shall be paid for all work performed in excess of eight (8) hours in any one day or forty (40) hours in any one week. Starting time shall be between 6:00 a.m. and 9:00 a.m. All work over eight (8) hours in a regular 5-day 8-hour schedule shall be at the appropriate overtime rate. All time worked before the regular scheduled starting time shall be paid for at the rate of time and one-half (1½) and shall not apply to regular shift. All time worked after eight (8) hours in any one day or after 5:30 p.m., whichever comes first, shall be paid at the time and one-half (1½) rate. An Employer, at his option, may elect to work four (4) ten (10) hour days, Monday through Thursday, at straight time. All such work must be done at least one week in duration. All work over ten (10) hours in one day or forty (40) hours in a week shall be at the overtime rate. Any employee who is scheduled to work on any regular work day but is prevented from working because of weather conditions, shall be permitted to work on Saturday (Friday if working 4-10's) as a make-up day at the straight time rate of pay. When an employee is required to work on any recognized holiday they shall receive the double (2) time rate for all time that they are required to perform work. All time worked from 12:00 Midnight Saturday to 12:00 Midnight Sunday shall be paid for at the rate of double (2) time on single shift.

NO. 125: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

JACKSON COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 2: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday and holidays falling on Sunday will be observed on the following Monday.

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 workweek, 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. 22: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. If a holiday falls on Saturday, Friday shall be observed; if it falls on Sunday, Monday shall be observed. All work performed on holidays shall be paid at the double (2) time rate of pay.

NO. 32: All work performed for the Friday and Saturday following Thanksgiving shall be paid at the time and one-half (1½) rate of pay. All work performed on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the double (2) time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be observed and when one of the above holidays falls on Saturday, the preceding Friday shall be observed.

NO. 33: All work done on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Labor Day shall be paid at the triple (3) time rate of pay. If the holiday falls on Sunday, the following Monday will be observed; if the holiday falls on Saturday, the preceding Friday will be observed.

NO. 39: No work shall be done on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. Any of these holidays falling on Sunday, the following Monday shall be a holiday, and any of these holidays falling on Saturday, the preceding Friday shall be a holiday.

NO. 49: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 53: All work done on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day or days observed as such for these holidays shall be paid at the double (2) time rate of pay. No work shall be performed on Labor Day except in special cases of emergency, and then the rate of pay shall be at three (3) times the regular rate of pay. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the 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.

JACKSON COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 65: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 67: All work performed on New Year's Day, Memorial Day, Christmas Day, Fourth of July and Thanksgiving Day, from midnight to midnight, shall be paid for at the rate of double time (2) the basic rate of pay if required to work in addition to any other pay otherwise required hereunder as holiday pay. Positively no work shall be performed on Labor Day. Martin Luther King's Birthday, Veteran's Day, and the day after Thanksgiving Day shall be considered optional holidays, and if the Employer and employees agree that work will be performed on that day, no premium pay will be required. Should any of the above holidays fall on Saturday, the holiday will be observed on Friday. Should any of the above holidays fall on Sunday, the holiday will be observed on Monday.

NO. 68: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 72: All work performed on New Year's Day, Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the regular straight time rate of pay. Any one of the above listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the regular straight time rate of pay, if worked. Any one of the above listed holidays falling on Saturday shall be observed on the prior Friday and paid for at double (2) the regular straight time rate of pay, if worked. No work shall be performed on Labor Day except in case of emergency.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/16	$37.25	1	17	$16.10
Cement Mason		$31.12	3	2	$16.20
Electrician (Outside-Line Construction\Lineman)		$41.52	18	24	$5.00 + 34.5%
Lineman Operator		$38.37	18	24	$5.00 + 34.5%
Lineman - Tree Trimmer		$21.64	31	30	$5.00 + 27.5%
Groundman		$26.76	18	24	$5.00 + 34.5%
Groundman - Tree Trimmer		$17.50	31	30	$5.00 + 27.5%
Laborer					
General Laborer	6/16	$29.14	3	2	$14.77
Skilled Laborer	6/16	$30.35	3	2	$14.77
Millwright	6/16	$37.25	1	17	$16.10
Operating Engineer					
Group I	6/16	$35.82	3	2	$15.99
Group II	6/16	$34.78	3	2	$15.99
Group III	6/16	$34.78	3	2	$15.99
Group IV	6/16	$30.31	3	2	$15.99
Oiler-Driver	6/16	$33.66	3	2	$15.99
Pile Driver	6/16	$37.25	1	17	$16.10
Traffic Control Service Driver		$28.54	FED		$14.57
Truck Driver-Teamster					
Group I	6/16	$30.89	3	2	$14.45
Group II	6/16	$30.89	3	2	$14.45
Group III	6/16	$30.89	3	2	$14.45
Group IV	6/16	$30.89	3	2	$14.45

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.

JACKSON COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 1: Means (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

NO. 3: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day or forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays. Double (2) time shall be paid for work performed on Sundays or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or Holiday work. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevents work, in which event, the starting time may be delayed, but not later than 12:00 noon. Where one of the recognized holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO: 18: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

NO. 31: 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. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

JACKSON COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION

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

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

NO. 24: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 30: All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.