

**CONSTRUCTION TRADESMAN MINIMUM WAGES PROGRAM
FOR TERMINAL B/C LONG-TERM REDEVELOPMENT
AT RONALD REAGAN WASHINGTON NATIONAL AIRPORT
(MWAA CONTRACT NO. 1-16-C036)**

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The capitalized terms in this document have the meaning given to them in MWAA Contract No. 1-16-C036 (the “CMR Contract”) unless otherwise expressly defined herein.

I. Wages

Minimum Wages to be Paid on Applicable Construction Work Package. All FLSA-non-exempt workers employed by the Contractor, a Subcontractor or a Sub-subcontractor (each of which is also referred to herein as an “Employer”) to perform work upon or within Ronald Reagan Washington National Airport under a Construction Work Package (“Applicable Construction Work Package”), which is the subject of a Task Order to which this Construction Tradesman Minimum Wages Program (the “CMR Minimum Wage Program”) is attached, shall be paid unconditionally and without subsequent deduction or rebate on any account (except such deductions as are permitted under law) the full amount of wages due at the time of payment computed at rates not less than those contained in the Construction Wage Determinations, attached hereto as Exhibit A and made a part hereof, that are applicable to the classifications assigned to the work of such workers, regardless of any contractual relationship which may, or may be alleged to, exist between the Employer and the workers. Any such workers performing work under an Applicable Construction Work Package in more than one classification shall be compensated at the rate specified for each classification for the time actually worked in that classification.

II. Payroll Records

(A) The Contractor, each Subcontractor and each Sub-subcontractor shall maintain payroll records establishing its compliance with the requirements of this CMR Minimum Wage Program.

(B) Each Subcontractor and Sub-subcontractor shall make its payroll records available for inspection, copying, or transcription by authorized representatives of the Contractor, and shall permit such representatives to interview workers during working hours on the job. The Contractor shall make its payroll records available for inspection, copying, or transcription by authorized representatives of the Authority, and shall permit such representatives to interview workers during working hours on the job.

(C) Except as otherwise provided in section III(C), if the Contractor determines that a Subcontractor or Sub-subcontractor, or the Authority determines that the Contractor, has not paid a worker in accordance with this CMR Minimum Wage Program, the Employer which is subject to the determination shall make corrective payments to the worker dating from the first day the worker performed work under the Applicable Construction Work Package.

III. Classification Decisions; Review of Classifications; Additional Classifications

(A) Determining Proper Classifications. In determining the proper classifications to be used on an Applicable Construction Work Package, the Contractor and the Subcontractors and Sub-subcontractors should refer to guidance issued by the Wage and Hour Division of the U.S. Department of Labor regarding Davis-Bacon Act classifications. Questions regarding classifications should, in the case of Subcontractors and Sub-subcontractors, be addressed to the Contractor and, in the case of the Contractor, to the Authority. Questions may be presented prior to Task Order award and during the course of construction under a Task Order.

(B) Notice. The Contractor, each Subcontractor and each Sub-subcontractor shall inform its workers of the classification it has assigned to the workers' work and, in addition, shall notify the workers, by a notice approved by the Authority and prominently posted at work sites or delivered to all workers, of the workers' ability to request that a review of their classification be undertaken by their Employer and, thereafter, either by the Contractor or by the Authority, as provided below in subsection (C).

(C) Request for Classification Review by Workers.

(1) Any worker employed by a Subcontractor or Sub-subcontractor on an Applicable Construction Work Package who believes that an incorrect classification has been assigned to the worker's work by the worker's Employer may submit to the Contractor a written request for the review of the classification; provided, that (i) the worker has previously made the same request to the worker's Employer and did so not later than 60 days after being informed of the classification by the Employer or after a change in the worker's work which leads the worker to believe the classification is incorrect; (ii) the Employer has disapproved the request in a writing provided to the worker; and (iii) the worker has submitted the request for review to the Contractor within 30 days of the date on which the worker received the Employer's written disapproval. Any worker employed by the Contractor who believes that an incorrect classification has been assigned to the worker's work by the Contractor may submit to the Authority a written request for the review of the classification; provided, that (x) the worker has previously made the same request to the Contractor within the time period described in clause (i) above; (y) the Contractor has disapproved the request in a writing provided to the worker; and (z) the worker has submitted the request for review to the Authority within 30 days of the date on which the worker received the Contractor's written disapproval.

(2) A worker's request for classification review submitted pursuant to paragraph (1) following the worker's receipt of an Employer's written disapproval shall (i) identify the worker, the worker's Employer and the classification which the worker seeks to have reviewed; (ii) shall state that the worker has requested the same review from the Employer and that the request has been disapproved, and shall provide the date the worker received notice of such disapproval; and (iii) shall state the date on which, or the pay period during which, the classification

was first assigned to the worker's work or a change in the worker's work was made by the Employer which led the worker to believe that the classification was incorrect.

(3) In reviewing a request submitted in accordance with paragraphs (1) and (2), the Contractor (in connection with reviews initiated by workers of Subcontractors or Sub-subcontractors) or the Authority (in connection with reviews initiated by workers of the Contractor) shall obtain and consider the reasons for which the Employer of the review-requesting worker disapproved the worker's request for a change in classification. In addition, the Contractor and the Authority shall consider the guidance referenced above in subsection (A) of this section III and construction practices within the Washington, DC, metropolitan area.

(4) The Contractor or the Authority shall complete its review of a worker's request for classification review and issue its determination as to whether the worker has been assigned a proper classification within 45 days of its receipt of the request. Both the Contractor's determination and the Authority's determination shall be final.

(5) In the event the Contractor determines that a Subcontractor or Sub-subcontractor, or the Authority determines that the Contractor, has assigned an incorrect classification to a worker's work, it shall also determine the classification to which the worker should have been assigned and its associated wage rate, both as shown in Exhibit A, or a classification not set out in Exhibit A and an associated wage rate in the event none of the classifications in Exhibit A properly covers the worker's work. Within 15 days of its receipt of such a determination, the Employer of the worker shall (i) assign the new classification to the worker's work and thereafter pay the worker at the wage rate associated with the new classification, and (ii) make corrective payments to the worker dating from the first day the worker performed work under the incorrect classification until the effective date of the new classification; provided, that such corrective payments shall not apply to work performed by the worker in any pay period ending more than twelve (12) months prior to the date on which the worker's request for review was initially submitted to the worker's Employer.

(6) During the pendency of a worker's request for review, the Employer may continue to pay the worker at the wage rate associated with the classification under review, but shall maintain in a separate account those amounts that will be due if the worker is determined to have been incorrectly classified.

(D) Securing Additional Classifications. In some circumstances, an Employer may believe that none of the classifications set out in Exhibit A properly describes or encompasses the work to be performed by one or more of its workers under an Applicable Construction Work Package, and that an additional classification is needed to properly address that work. In this case, the Employer must seek and obtain approval of the additional classification, as well as a wage rate associated with the classification, as provided below in this subsection (D).

(1) A Subcontractor or Sub-subcontractor seeking approval of an additional classification and its associated wage rate shall submit a written proposal for the classification and rate in writing to the Contractor. The Contractor shall, within 15 days of receiving the proposal, complete a review the proposal, develop a position on the merits of the proposal, and forward that position in the form of a recommendation, as well as the Subcontractor of Sub-subcontractor written proposal, to the Authority for a determination on the proposal. Within 30 days of receiving these materials from the Contractor, the Authority shall issue its determination approving or disapproving the proposal for an additional classification and, if applicable, setting the associated wage rate, and this determination shall be final.

(2) The Contractor shall seek approval of an additional classification by submitting a written proposal for the classification and its associated wage rate to the Authority. Within 30 days of receiving the proposal, the Authority shall issue a determination approving or disapproving the proposal and, if applicable, setting the associated wage rate, and this determination shall be final.

(3) The wage rate associated with an additional classification approved in accordance with this subsection (D) shall be paid to all workers performing work within the additional classification under an Applicable Construction Work Package from the date on which the Authority determination approving the classification is issued.

IV. Apprenticeship and Trainee Programs

(A) Apprentice Wage Rates. Apprentices may work for an Employer on an Applicable Construction Work Package at less than the wage rates in Exhibit A that are associated with the classifications to which the apprentices' work is assigned, so long as they are participants in an apprenticeship program established and operated by the Contractor, or in another apprenticeship program registered with the U.S. Department of Labor or a state and operated by an entity other than the Contractor; provided, that these lesser wage rates shall not be less than the applicable rates or minimum rates specified in or by the apprenticeship program in which apprentices are participants, which rates are expressed as a percentage of the wage rates in Exhibit A for the classifications assigned to the work of the apprentices. Apprentices must be specifically identified as such in the payroll records of their Employer.

(B) Trainee Wage Rates. Trainees may work for an Employer on an Applicable Construction Work Package at less than the wage rates in Exhibit A that are associated with the classification to which the trainees' work is assigned, so long as they are participating in a training program sponsored by the Contractor and approved by the Authority, or a training program approved by the U.S. Department of Labor; provided, that these lesser rates shall not be less than the applicable rates or minimum rates specified in or by the training program in which trainees are participants, which rates are expressed as a percentage of the wage rates in Exhibit A for the classifications assigned

to the work of the trainees. Trainees must be specifically identified as such in the payroll records of their Employer.

V. “Flow Down” Provisions

The Contractor and each Subcontractor and Sub-subcontractor shall insert in any subcontract to which it is a party provisions that impose the requirements of, and that are similar to those in, this CMR Minimum Wage Program, and an additional provision requiring the other party to such subcontract to include these provisions in any lower tier subcontract to which it is a party.

VI. Disputes

Disputes between the Contractor and the Authority arising out of the CMR Minimum Wage Program shall not be subject to the dispute resolution process set forth in Article 29 of the CMR Contract. Such disputes shall be addressed through discussions between these two parties. Similarly, disputes relating to the CMR Minimum Wage Program between the Contractor and its Subcontractors, or between the parties to lower tier subcontracts, are expected to be addressed through discussions between the parties involved in the dispute.

VII. Compliance with Laws

Nothing in this CMR Minimum Wage Program shall waive the obligation of the Contractor or each Subcontractor and Sub-subcontractor to comply with federal, state and local laws, or excuse the non-compliance by the Contractor or any Subcontractor or Sub-subcontractor with any such local law.

VIII. Other Provisions

(A) The Contractor, Subcontractors and Sub-subcontractors shall not threaten to take, and shall not take, any action adverse to a worker performing work under an Applicable Construction Work Package, including without limitation terminating the worker’s employment, on account of or due to the worker having questioned the classification assigned to the worker’s work or having sought a review of that classification pursuant to the process set out in section III(C) of this CMR Minimum Wage Program.

(B) Nothing in the CMR Minimum Wage Program is intended to create, or shall be construed to have created, any right of action, or any right or remedy enforceable in any court, for the benefit of or to be exercised by the Contractor, any Subcontractor or Sub-subcontractor, any worker of the Contractor or of any Subcontractor or Sub-subcontractor, or any other entity or individual.

(C) Contractor’s failure to comply with any provision of the CMR Minimum Wage Program shall constitute a default for which the Authority may invoke the rights and remedies set out in Article 18 of the CMR Contract.

(D) Any determination by the Authority under the CMR Minimum Wage Program shall not provide a basis for an adjustment to the Task Order Price for the Applicable Construction Work Package, or any other form of monetary relief for the Contractor, unless the Authority agrees to such adjustment or relief.

Attachment

Exhibit A
to
CMR Minimum Wage Program

**METROPOLITAN WASHINGTON AIRPORTS AUTHORITY
CONSTRUCTION WAGE DETERMINATIONS**

<u>CLASSIFICATION</u>	<u>WAGE RATE</u>
Abatement Worker: Asbestos (Removal from Mechanical Systems)	\$21.61
Asbestos Worker/Heat & Frost Insulator ¹	\$34.33
Asbestos Worker: Hazardous Material Handler ²	\$21.61
Boilermaker	\$31.92
Brick Pointer/Caulker/Cleaner	\$18.52
Bricklayer	\$30.36
Carpenter (Including Drywall Hanging, Form Work, and Metal Stud Installation)	\$26.38
Cement Mason/Concrete Finisher	\$27.15
Electrician ³	\$42.80
Elevator Mechanic	\$41.90
Fireproofers: Handler	\$16.50
Fireproofers: Mixer/Pump	\$18.50
Fireproofers: Sprayer ⁴	\$23.00
Firestopper ⁵	\$26.81
Glazier	\$28.61

¹ Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

² Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.

³ Includes installation of HVAC temperature controls and alarms on new construction or wherever alarm System is installed in conduit.

⁴ Spraying of all fireproofing materials. Hand application of fireproofing materials. This includes wet or dry, hard or soft. Intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, vessels, floors, roofs, wherever fireproofing is required, and any installation of thermal and acoustical insulation. All that encompasses setting up for fireproofing, and taken down. Removal of fireproofing materials and protection. Mixing of all materials either by hand or machine following manufactures standards.

⁵ Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

<u>CLASSIFICATION</u>	<u>WAGE RATE</u>
Ironworker, Ornamental and Structural	\$30.65
Ironworker, Reinforcing	\$27.50
Laborer: Mason Tender – Cement/Concrete	\$22.63
Laborer: Mason Tender – Pointer, Caulker, Cleaner	\$12.43
Laborer: Skilled ⁶	\$22.63
Laborer: Common or General	\$14.30
Laborer: Landscape	\$10.64
Laborer: Mason Tender – Brick	\$10.90
Laborer: Pipelayer	\$15.47
Mason – Stone	\$35.19
Millwright	\$31.99
Painter (Drywall Finishing/Taping, Brush and Roller, Spray)	\$24.89
Piledriverman	\$28.29
Pipefitter (Including HVAC Pipe and System Installation)	\$38.89
Plasterer	\$28.33
Plumber	\$39.67
Power Equipment Operator: Excavator; Cranes (All Other)	\$32.40
Power Equipment Operator: Tower Cranes and Cranes 100 ton and over	\$33.96
Power Equipment Operator: 35 Ton Cranes & above; Tower & Climbing Cranes	\$32.89

⁶ Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, carpenter tenders, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen, stake jumper, demolition.

<u>CLASSIFICATION</u>	<u>WAGE RATE</u>
Power Equipment Operator: Backhoe	\$19.20
Power Equipment Operator: Bobcat/Skid Steer/Skid Loader	\$15.62
Power Equipment Operator: Bulldozer	\$31.65
Power Equipment Operator: Forklift	\$17.93
Power Equipment Operator: Loader	\$20.63
Power Equipment Operator: Mechanic	\$18.23
Power Equipment Operator: Roller	\$24.68
Roofer	\$28.50
Sheet Metal Worker (Including HVAC Duct Installation)	\$39.79
Sound and Communication Technician ⁷	\$27.05
Sprinkler Fitter (Fire Sprinklers)	\$31.92
Terrazzo Finisher	\$21.96
Terrazzo Worker/Setter	\$26.75
Tile Finisher	\$21.96
Tile Setter	\$26.75
Truck Driver (Including All Dump Trucks)	\$13.25

⁷ Sound Technician, low voltage wiring for alarms; does not include new construction or alarms installed in conduit.