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July 25, 2016

**SENT ELECTRONICALLY
(Original Sent Via US Mail)**

Tom Lemmon, Secretary – Treasurer
San Diego County B.C.T.C
3737 Camino del Rio South, Suite 202
San Diego, CA 92108

Dear Brother Lemmon:

We are in receipt of your proposed Project Labor Agreement for the Brown Field Labor Peace Agreement (#2137-16).

After careful review of your submitted PLA, the Committee recommended its approval. Therefore, the Department also gives its approval to proceed.

It is the duty and responsibility of your Council to notify all affiliates of the pre-job conference, whether they have any equity in the project or not. The affiliates can make the decision to attend or not, based on the nature of the pre-job.

With kind personal regards, I am

Sincerely and fraternally,

Brent Booker
Secretary-Treasurer

BB/eb

cc: Project Review Committee (Sent Electronically)

Labor Peace Agreement

This Labor Peace Agreement (this "Agreement") is made this 7th day of March, 2017 among METROPOLITAN AIRPARK, LLC, a Delaware limited liability company ("MAP"), the SAN DIEGO COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL ("Council") and the local unions that have executed this Agreement, all of whom are referred to collectively as the "Unions," by reference to the following:

Recitals

- A. The City of San Diego, a California municipal corporation ("City"), and Brown Field International Business Park, LLC, a Delaware limited liability company ("Brown Field"), previously entered into that certain Leasehold Development Agreement, with an effective date of November 26, 2013 (together with the attachments thereto and as such agreement and attachments may be amended, modified or supplemented from time to time, the "LDA"), concerning the development by Brown Field as the master lessor from the City, of a mixed-use project on approximately 300 acres of land to be leased from the City and improved pursuant to and accordance with the terms of the LDA. The foregoing project will be developed in four phases and is herein called the "Project".
- B. On March 4, 2015, Brown Field assigned all of its rights and obligations in the Project (including, without limitation, its interest in the LDA, the FEIR and the Site Development Permit) to MAP.
- C. In addition to the components of the Project generally described above, the Project consists of (i) a photovoltaic solar field consisting of approximately 60 acres, currently contemplated for development in the second phase of the Project and which will be located within the premises of and will be subject to the terms of a ground lease between MAP and a solar developer to be determined ("Solar Ground Sublease"), (ii) a Fixed Base Operator ("FBO") as which will be located within the premises of and will be subject to the terms of a ground lease between MAP or its successor-in-interest and the Fixed Base Operator ("FBO Ground Sublease") and (iii) "Project Infrastructure" as defined in Exhibit A.
- D. The Project is a private undertaking which, in addition to the Project components described above, will consist of approximately 2,505,125 square feet of allowable improvements. All of the foregoing allowable improvements will be privately financed and developed by third parties on subleases in which MAP, or MAP's successor-in-interest, is the sublessor.

NOW, THEREFORE, with reference to the foregoing Recitals which the parties agree are true and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

- 1 Construction of Improvements Pursuant to Project Labor Agreements. Subject to the limitations and exclusions contained in Exhibit A, MAP agrees that (i) the improvements within the premises of the Solar Ground Sublease, (ii) all improvements within the premises of the FBO Ground Sublease as defined in Exhibit A ("FBO Improvements") and (iii) the improvements included within the definition of the "Project Infrastructure" set forth in Exhibit A, will, from and after the date of this Agreement, be constructed pursuant to a project labor agreement in the form and of content attached hereto as Exhibit B (the "Project Labor Agreement").

- 2 Inclusion in Subleases and Construction Contract(s). In order to implement the covenants contained in Section 1 of this Agreement, MAP will include binding agreements in the Solar Ground Sublease, the FBO Ground Sublease and construction contract(s) for Project Infrastructure ("Project Infrastructure Construction Contracts") mandating that every subtenant and the general contractor(s) under any Project Infrastructure Construction Contract, as the case may be, enter into a Project Labor Agreement with Council and Unions.
- 3 Council and Unions as Third-Party Beneficiaries. MAP agrees that the Solar Ground Sublease, the FBO Ground Sublease and Project Infrastructure Construction Contracts will include a further provision recognizing Council and the Unions as third-party beneficiaries to the covenants of MAP's subtenants and general contractor(s) under any Project Infrastructure Construction Contract to enter into a Project Labor Agreement with Council and the Unions allowing Council and Unions to enforce such provisions as if they were parties to the Solar Ground Sublease, the FBO Ground Sublease or the Project Infrastructure Construction Contracts, as the case may be.
- 4 Agreements of Council and Unions. In consideration of MAP's agreements in Sections 1, 2 and 3, Council and Unions, on their behalf and on behalf of their constituent members, agree as follows:
 - 4.1 To affirmatively support the Project in all legislative and administrative actions before the San Diego City Council and any other government agency with jurisdiction over the Project or any aspect of the Project (individually and collectively, "Action(s)").
 - 4.2 To desist and refrain from supporting, from and after the date of this Agreement, financially or otherwise, the actions of any person, firm or organization to oppose or challenge approval of the Project or any aspect of the Project or any actions of MAP, MAP's sublessees and general contractors under any Project Infrastructure Construction Contracts, in any (a) Action, (b) litigation currently filed or to be filed in the future regarding the Project, or (c) any administrative action or proceeding regarding the Project.
 - 4.3 Other than as may be necessary to enforce their rights under Sections 1, 2 and 3, Council and Unions do hereby now and forever, covenant and agree to desist from and to refrain from instituting, pursuing, pressing, collecting, or and in any way aiding or abetting any and all claims, demands, judgments, debts, causes of action, suits or judicial, administrative or quasi-legislative proceedings of any kind, nature or description, past, present or future, known or unknown, related to the Project or the acts or omissions of MAP, MAP's successors-in-interest, sublessees and Project Infrastructure Construction Contracts.
- 5 MAP Control Over Timing, etc. Nothing in this Agreement or its exhibits will be interpreted to limit or impair MAP's exclusive control over the timing and sequence of the construction or installation of improvements or the means and methods of constructing improvements.
- 6 General Provisions.
 - 6.1 Notices. Unless otherwise specifically provided in this Agreement, all notices, requests, demands or other communications given hereunder will be in writing and will be deemed to have been duly delivered (i) upon personal delivery, or (ii) if delivered by overnight express carrier, upon the next business day following delivery to said carrier, or (iii) as of

the second business day after mailing (by United States registered or certified mail, return receipt requested, unless the notice, demand or communication is given by Escrow Agent, in which case regular mail may be used), postage prepaid and addressed as set forth below, or (iv) upon the receipt of a telephonically confirmed facsimile transmission, provided such transmission is promptly followed with a copy of said transmission delivered via one of the methods set forth in clauses (i) through (iii) above:

If to MAP, to: Metropolitan Airpark, LLC,
Attn. Chief Executive Officer
2100 Palomar Airport Road, Suite 209
Carlsbad, CA 92011

If to Council and/or Tom Lemmon, Business Manager
to Unions, to: San Diego County Building and
Construction Trades Council, AFL-CIO
3737 Camino del Rio South, Suite 202
San Diego, CA 92108

or to such other address as any party may designate to the others for such purpose in the manner set forth above.

- 6.2 Entire Agreement. This Agreement contains the entire agreement between the parties relating to the Project and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into and superseded by this Agreement.
- 6.3 Modification. No modification, amendment, change, waiver, or discharge of this Agreement will be valid unless it is in writing and signed by the party against which the enforcement of the modification, waiver, amendment, change, or discharge is or may be sought.
- 6.4 Attorneys' Fees and Costs. If either party commences a legal proceeding for the interpretation, reformation, enforcement or rescission of this Agreement, the prevailing party will be entitled to recover from the other party reasonable attorneys' fees and court and other litigation costs incurred, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not, and that such reimbursement will be included in any judgment or final order issued in that proceeding. The "prevailing party" means the party determined by the court to most nearly prevail and not necessarily the one in whose favor a judgment is rendered
- 6.5 Successors. All terms of this Agreement will be binding upon, inure to the benefit of and be enforceable by, the parties hereto and their respective administrators or executors, successors and assigns.
- 6.6 Invalidity. If any material covenant, condition or provision of this Agreement is held to be invalid, void or unenforceable by a final order or judgment of a court of competent jurisdiction, this Agreement will become rescinded unless the party benefited by such covenant, condition or provision delivers to the other party and Escrow Agent, within thirty (30) days after the judgment becomes final, a written waiver of the covenant,

condition or provision, in which case the remainder of this Agreement will be enforceable.

6.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and of which together will constitute one instrument.

6.8 Further Assurances. The parties hereto agree to cooperate with each other and execute any documents reasonably necessary to carry out the intent and purpose of this Agreement.

6.9 Applicable Law. This Agreement will be construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this Agreement has been executed in San Diego, California, as of the date set forth above.

METROPOLITAN AIRPARK LLC,
a Delaware limited liability company

By: 

Name: Charles E. Black

Its: Chief Executive Officer


SAN DIEGO COUNTY BUILDING
& CONSTRUCTION TRADES COUNCIL

By: 

Tom Lemmon, Business Manager

Exhibit A
Project Scope

1. "Project Infrastructure" shall consist of On Site Project Infrastructure and Off Site Project Infrastructure defined below that are constructed by MAP or that MAP or an affiliate of MAP causes to be constructed:
 - a. "On Site Project Infrastructure" shall consist of and shall be limited to the following improvements within the Brown Field boundary fence, and, except as provided in paragraphs 1.a.i and 1.a.ii.3, will exclude all improvements within the premises of individual parcel subleases between MAP and third-party sublessees ("Individual Parcel Subleases"):
 - i. Rough Grading of approximately 309 acres including soil stabilization as detailed on Plan sheets 38734-32D to 65D (including rough grading within the premises of Individual Parcel Subleases but excluding all finished grading within such premises);
 - ii. Construction and installation of:
 1. Temporary all weather access road to Customs and Border protection from La Media Road;
 2. Stormwater BMPs, including storm drains, hydromodification and bio retention facilities and erosion control as per grading plan package sheet 38734-66D to 100D;
 3. All private and public improvements outside of the premises of Individual Parcel Subleases as shown on drawing set 38933, including Aviator Road, but also including private access roads within the premises of Individual Parcel Subleases constructed by general contractors under any Project Infrastructure Construction Contracts; and
 4. Utilities including sewer, water, electrical, irrigation as defined on the utilities plan SDP exhibit A sheet c39-c45 and PTS 427525 38933 to the boundary of the premises of Individual Parcel Subleases.
 - iii. Except as provided above, On Site Project Infrastructure shall specifically exclude the following:
 1. Any and all improvements to be performed within the premises of Individual Parcel Subleases;
 2. Installation of landscape;
 3. Brush management;
 4. Photovoltaic array within area H;

will use 5 trades Agreement CEB

17 MAR 2017

5. Any photovoltaic array installed on roof top within the premises of Individual Parcel Subleases, including any private installations providing power to Individual Parcel Subleases;
 6. Habitat restoration, including grading, creation of habitat including BUOW burrows, vernal pools, landscaping;
 7. Hazardous material remediation and/or removal; and
 8. Any other improvements within the premises of Individual Parcel Subleases.
- b. “Off Site Project Infrastructure” shall consist of and shall be limited to the following:
- i. Construction of road improvements as defined in the Metropolitan Airpark re-phasing Traffic Impact Analysis dated December 7, 2015;
 - ii. Testing and surveying other than testing and surveying related to burrowing owl populations;
 - iii. Relocation of electrical utilities;
 - iv. Installation of storm drains, including box culverts;
 - v. City standard bus slabs; and
 - vi. The following frontage improvements: construction and installation of
 1. La Media Road north of Otay Mesa Road, Heritage Road, Otay Mesa Road, Britannia Boulevard as detailed in the Metropolitan Airpark re-phasing Traffic Impact Analysis dated December 7, 2015;
 2. Storm drains, box culverts; and
 3. Private and public utilities including sewer, water, irrigation as shown on PTS 427525 38933.
- c. Off Site Project Infrastructure shall specifically exclude the following:
1. Relocation of electrical utilities on La Media Road between I-905 and Siempre Viva Road.
2. “FBO Improvements” shall include the following:
- a. Precise grading within the Individual Parcel Sublease on which the Fixed Base Operator is located.
 - b. Construction and installation of:
 - i. Access road;
 - ii. Utilities including water electrical, sewer;
 - iii. 14,500 square feet of FBO building;
 - iv. 91,000 square feet of office;
 - v. 10 aircraft hangars totaling approximately 180,000 square feet;
 - vi. 355,580 square feet of vehicular parking, electric changing stations; and

- vii. 488,612 square feet of aircraft ramp and parking.
- c. FBO Improvements shall specifically exclude the following:
 - i. Aircraft fueling facility.

Exhibit B
Project Labor Agreement

BROWN FIELD
PROJECT LABOR AGREEMENT
SAN DIEGO, CALIFORNIA

17 MAR, 2017

1. INITIAL PROVISIONS

1.1. This Project Labor Agreement ("Agreement") is entered into by [general contractor] ("Primary Employer"), and the San Diego County Building & Construction Trades Council ("Council") and the local unions that have executed this Agreement, all of whom are referred to collectively as the "Unions."

1.2. This Agreement will apply only to the Project as defined in Attachment "B" hereto (the "Project"). The Project is owned by Metropolitan Airpark, LLC, a Delaware limited liability company ("Owner"). Owner has authorized and directed Primary Employer to enter into this Agreement. It is understood and agreed by and between the parties to this Agreement that the final plans for the Project may be subject to design changes and modifications in the sole and absolute discretion of the Owner, or may be revised as a result of the approval by those public agencies possessing lawful approval authority over the Project, and that this Agreement applies to the Project as it is finally approved by such entities and agencies.

1.3. [insert description of Primary Employer]

1.4. As provided below, all project managers, construction managers, contractors, subcontractors or other persons or entities assigning, awarding or subcontracting Covered Work (as defined in Article 2), or authorizing another party to assign, award or subcontract Covered Work, or performing Covered Work will be subject to this Agreement by executing Attachment A, the Employer Agreement to be Bound (all of whom, including the Primary Employer, are individually and collectively referred to as "Employer" or "Employers").

1.5. The Unions are labor organizations whose members are construction industry employees who generally work in close proximity to one another at construction job sites and whose jobs are closely related and coordinated. Each of the Unions is a party to a multi-employer collective bargaining agreement ("Master Agreement") that covers the geographic area of the Project. Where the term Master Agreement is used, it means the existing Master Agreement currently in effect as to each of the Unions.

1.6. A large labor pool represented by the Unions will be required to execute the work involved in the Project. Employers wish, and it is the purpose of this Agreement, to ensure that a sufficient supply of skilled craft workers are available at the Project, that all construction work and related work performed by the members of the Unions on this Project shall proceed continuously, without interruption, in a safe and efficient manner, economically with due consideration for the protection of labor standards, wages and working conditions.

1.7. In furtherance of these purposes and to secure optimum productivity, harmonious relations between the parties and the orderly performance of the work, the parties to this

Agreement agree to establish adequate and fair wage levels and working conditions and to protect the Project against strikes and lockouts and other interference with the process of the work, including interference that could have arisen at a common-situs jobsite if union employees had been required to work alongside non-union employees in their own craft or in those other crafts with which they generally work in close proximity performing work that is closely related and coordinated.

1.8. In the interest of the future of the construction industry in the local area, of which the Unions are a vital part, and to maintain the most efficient and competitive posture possible, the Unions pledge to work and cooperate with the management of the Project to produce the most efficient utilization of labor and equipment in accordance with this Agreement.

2. SCOPE OF AGREEMENT

2.1. This Agreement is limited to the improvements within (i) the premises of the “Solar Ground Sublease,” (ii) the premises of the “FBO Ground Sublease” and (iii) the improvements included within the definition of the “Project Infrastructure” as those terms are defined in that certain Labor Peace Agreement among Owner, Council and Unions, dated _____, 2016 (the “Labor Peace Agreement”). On-site fabrication work includes work done for the Project in temporary yards or areas near the Project. On-site construction shall also include the site of any batch plant constructed solely to supply materials to the Project. Construction of offsite utilities is Covered Work if contracts for such work are awarded directly or indirectly by Primary Employer, however when performed by SDG&E or another utility, shall not be considered Covered Work. All work described in this Section is within the scope of this Agreement and is referred to herein as “Covered Work.”

2.2. Specialized or technical work requiring specialized training, unique skills, or a level of specific technical experience which employees represented by the Union do not possess is excluded from this Agreement. At least ten (10) working days notice shall be given to the Council before any work is performed pursuant to this Section.

2.3. Exclusions from Scope of Agreement. This Agreement applies to all employees performing Covered Work. It does not apply to: (a) Primary Employer’s supervisors not covered by a collective bargaining agreement; (b) work of technical or non-manual employees including, but not limited to, superintendents, executives, supervisors, inspectors, quality control and quality assurance personnel, office and clerical employees, environmental compliance employees, drafters, engineers not performing Covered Work described in Section 2.1, timekeepers, messengers, clerks, guards, emergency medical and first aid technicians, or any other employees above the classification of general foreman or who perform administrative/clerical functions; (c) all off-site manufacture and handling of materials, equipment or machinery (except at dedicated lay-down or storage areas proximate to the Project site); (d) all employees of the design team or any other consultant for specialty inspection and testing, architectural/engineering design, project and construction management and other professional services; (e) any work performed on or near the Project site covered by this Agreement and undertaken by state, county, city or other government bodies, or their contractors; or by private or public utilities or their contractors, including work to demolish or remove above or below grade structures, utilities, or obstructions, including any excavation, grading, clearing or grubbing to prepare the site for Project work; and/or by the Owner or its contractors (for work which is not part of the scope of this Agreement); (f) work by employees

of a manufacturer or vendor necessary to start-up, test and commission the work or to maintain such manufacturer's or vendor's warranty or guarantee; (g) laboratory work for specialty testing or inspections not ordinarily done by the signatory local unions; (h) any work undertaken on the Project site to perform environmental remediation by or on behalf of state, county, city or other governmental bodies, prior or current land owners, or any other entities required to remediate subsurface hazardous materials; and (i) any work undertaken on the Project site by or on behalf of state, county, city or other governmental bodies, to complete infrastructure work, including street and sidewalk improvements.

3. SUBCONTRACTING

3.1. Primary Employer, and each other Employer, as defined in Section 1.4, agree that they will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Employer Agreement to be Bound.

3.2. Except as provided in Sections 3.4, Primary Employer and each other Employer, as defined in Section 1.4, agree that they will subcontract Covered Work only to a person, firm, corporation or other entity who is or becomes party to this Agreement and the Master Agreement of the craft Union having traditional and customary jurisdiction over the work to be performed by that Employer. Any Employer (including Primary Employer) performing Covered Work on the Project shall, as a condition to working on the Project, become signatory to and perform all work under the terms of this Agreement and the applicable Master Agreement (the "Applicable Agreement"). Before being authorized to perform any Covered Work, Employers (other than Primary Employer) shall become a party to this Agreement by signing Attachment A, the "Employer Agreement to be Bound." Every Employer shall notify the Council in writing within five business days after it has subcontracted work, and shall at the same time provide to the Council a copy of the executed Employer Agreement to be Bound.

3.3. Nothing in this Agreement shall in any manner whatsoever limit the rights of the Primary Employer, or any other Employer, to subcontract Covered Work or to select its contractors or subcontractors, provided, however, that all Employers, at all tiers, assigning, awarding, contracting or performing, or authorizing another to assign, award, contract or perform Covered Work shall be required to comply with the provisions of this Agreement. Primary Employer and every other Employer shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding or subcontracting of any Covered Work or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers be or become signatory to this Agreement and the Applicable Agreement. Any Employer that fails to provide the Council with the Employer Agreement to be Bound executed by its contractor or subcontractor shall be liable for any failure of that contractor or subcontractor, or any contractor or subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make.

3.4. The provisions of Section 3.2 shall not apply to the award of Covered Work if the Employer awarding that Covered Work does not receive bona fide bids on that Covered Work on or before the deadline for receiving such bids from at least three (3) persons, firms, or

corporations that are signatory to a Master Agreement with the Union having jurisdiction over the work.

3.5. The provisions of Section 3.4 shall not apply unless the Employer seeking to invoke such provisions has: (1) provided written notice of the solicitation of bids to the Union having jurisdiction over the work concurrently with the first bid solicitation or at least thirty (30) days prior to the deadline for receipt of bids for that Covered Work; (2) provided the same bid specifications, information and bidding requirements that were provided to any non-signatory contractor directly to any union-signatory contractor requesting bid specifications in a timely manner following such contractor's request for bid specifications; (3) provided bid specifications, information and bidding requirements to any contractor requesting bid specifications that are consistent with the Employer's normal bidding process and requirements for similar projects and that are in accordance with standard industry practice in the Project area; and (4) provided notice to the Union having jurisdiction over the work at least seventy-two (72) hours prior to the deadline for receipt of bids that the Employer has not received bids from three (3) or more persons, firms or corporations signatory to a Master Agreement with the Union having jurisdiction over the work in accordance with Section 3.2.

3.6. Except as provided in Section 2.1, the delivery of materials, supplies or equipment shall in no case be considered subcontracting.

4. WAGES AND BENEFITS

4.1. All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages, other compensation, including but not limited to travel, subsistence, and shift premium pay, and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Agreement of the applicable Union.

4.2. Any special interest bargaining which establishes wage rates, classifications, zones, or wage escalations which apply exclusively to the Project will not be recognized. In addition, there shall be no redlining of the Project in any future multi-employer collective bargaining agreements by singling out, either by name or by effect, the Project or the Employers for less favorable wages, benefits or working conditions than are generally accorded other industrial projects in the same general geographic area.

5. UNION RECOGNITION

5.1. The Employers recognize the Unions signatory to this Agreement as the sole and exclusive collective bargaining agents for their respective construction craft employees performing Covered Work for the Project, and further recognize the traditional and customary craft jurisdiction of each Union.

5.2. No employee covered by this Agreement shall be required to join any Union as a condition of being employed on the Project; provided, however, that an employee who is a member of the referring Union at the time of referral shall maintain that membership while employed under this Agreement. All employees shall, however, be required to comply with the Union security provision of the applicable Union agreement for the period during which they are performing on-site Project work to the extent, as allowed by the law, of rendering payment of the applicable monthly dues and fees uniformly required for membership in the Local Union which is signatory to this Agreement.

5.3. Except as provided in Section 3.4, the Unions shall be the source of all craft employees for Covered Work for the Project. Employers agree to be bound by the hiring and layoff practices of the respective Union, including hiring of apprentices, and to utilize its registration facilities and referral systems. Such job referral systems shall be operated in a non-discriminatory manner and in full compliance with federal, state and local laws and regulations that require equal employment opportunities, and referrals shall not be affected by obligations of union membership or the lack thereof. The Employer may reject any referral for any reason.

5.4. In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Employer within a forty eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and holidays excepted), the Employer may employ applicants from any source.

5.5. Each Union shall have the right to designate a working journeyperson as a steward. The steward shall be a qualified employee performing the work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's Employer and not with the employees of any other Employer. A steward shall be allowed sufficient time to perform his duties, but shall not perform his duties during work time.

6. WORK STOPPAGES AND LOCKOUTS

6.1. During the term of this Agreement there shall be no strikes, sympathy strikes, picketing, work stoppages, slow downs, interference with the work or other disruptive activity for any reason by the Union or by any employee and there shall be no lockout by the Employer. Failure of any Union or employee to cross any picket line established at the Employer's Project site is a violation of this Article.

6.2. The Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Employer's Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same Project for a period of not less than ninety (90) days.

6.3. The Union shall not be liable for acts of employees for which it has no responsibility. The business manager(s) of the respective Union(s) will immediately instruct, order and use the best efforts of his office to cause the employees the Union represents to cease any violations of this Article. The principal officer or officers of a Union will immediately instruct, order and use the best efforts of his office to cause the employees the Union represents to cease any violations of this Article. A Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Employer to exercise its right in any instances shall not be deemed a waiver of its right in any other instance.

6.4. The Union(s) agrees that if any union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppages, the signatory Unions shall consider such work stoppage or picketing to be illegal, and refuse to honor such picket line or work stoppage.

6.5. In the event of any work stoppage, strike, sympathy strike, picketing interference with the work or other disruptive activity in violation of this Article, the Employer may suspend

all or any portion of the Project work affected by such activity at the Employer's discretion and without penalty.

6.6. In lieu of, or in addition to, any other action at law or equity, any party may institute the following procedure when a breach of this Article is alleged, after the Union(s) and/or local union(s) has been notified of the fact.

6.6.1. The party invoking this procedure shall notify Joe Gentile or Ken Perea, whom the parties to this Agreement agree shall be the permanent Arbitrators under this procedure. In the event that either of the permanent Arbitrators is unavailable at any time, the American Arbitration Association shall select an alternative arbitrator within twenty-four (24) hours of notice. Notice to the Arbitrator shall be by the most expeditious means available, with notice by fax or electronic means or any other effective written means, to the party alleged to be in violation and the involved International Union President, and or local Union.

6.6.2. Upon receipt of said notice the Arbitrators named above shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.

6.6.3. The Arbitrator shall notify the parties by fax or electronic means or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

6.6.4. The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.

6.6.5. Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein in the following manner. The fax or electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 6.6.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

6.6.6. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.

6.6.7. The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

6.7. The procedures contained in Section 6.6 shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance procedures of Article 8.

6.8. Notwithstanding the provisions of Section 6.1 above, it is agreed that, with ten (10) days prior written notice to the Primary Employer, a Union retains the right to withhold the services of its members from a particular contractor or subcontractor who fails to make timely payments to the Union's benefit plans, or fails to timely pay its weekly payroll, in accordance with its agreements with the Union; provided, however, that (a) the Union has given the contractor or subcontractor an opportunity to cure the default within the ten (10) day notification period, and (b) in the event the Union or any of its members withholds their services from such contractor or subcontractor, Primary Employer shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

6.9. In the event that any applicable labor agreement expires and the parties to that agreement fail to reach agreement on a new contract by the date of expiration, a Union shall continue to provide employees to the Employers working on the Project under all the terms of the expired agreement until a new agreement is negotiated, at which time all terms and conditions of that new agreement shall be applied to Covered Work at the Project, except to the extent they conflict with any provision of this Agreement.

7. HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

7.1. The standard work day shall consist of eight (8) hours of work between 6:00 a.m. and 5:30 p.m. with one-half hour designated as an unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

7.2. It is recognized by the parties to this Agreement that Primary Employer may desire a change to the standard work week. Such proposed modifications to the standard work week shall be worked out between the Primary Employer and the Union. Project schedules, manpower requirements, the geographic locations of the Project and other appropriate factors, will be taken into consideration by the parties in reaching an understanding on work schedules.

7.3. Common shifts during the standard work day may be established when considered necessary by the Employer. The Employer shall provide at least one week's notice to the Council and the Unions involved prior to any change in shift time, except in unforeseen circumstances, in which case notice shall be given as soon as practicable. Any shifts established shall continue for the established work week. If a Master Agreement provides for a different work shift schedule, the Employer may opt for that schedule for that craft.

7.4. Recognized holidays shall be as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls in Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate; but in no case shall such overtime rate be more than double the straight time rate.

8. GRIEVANCE PROCEDURE

8.1. It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than jurisdictional disputes or successorship) shall be considered a grievance. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.

8.2. The Primary Employer and other Employers, as well as the Unions, may bring forth grievances under this Article.

8.3. A grievance shall be considered null and void if not brought to the attention of the Employer(s) within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays or holidays, regardless of whether any work is actually performed on such days.

8.4. Grievances shall be settled according to the following procedure except that grievances that do not involve an individual grievant shall be discussed by the Primary Employer and the Council and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, commence at Step 4:

Step 1

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the grievance has been brought to the attention of the Employer.

Step 2

In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager(s) of the Union(s) affected and the project manager or Labor Relations representative of the Employer(s) for discussion and resolution. A copy of the written grievance shall also be mailed/faxed/emailed to the Primary Employer.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Employer(s) or the Manager's designated representative, and the Primary Employer for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, within five (5) working days thereafter, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. The request for

arbitration and/or the request for an extension of time must be in writing with a copy to the Primary Employer. The parties agree that Ken Perea, Mark Burstein and Jan Stiglitz shall be the permanent arbitrators for purposes of this Article 8. Should the permanent arbitrators be unavailable and the parties are unable to mutually agree on the selection of an Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. Primary Employer shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first.

8.5. The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.

8.6. Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the Primary Employer. The Arbitrator's decision shall be confined to the issue(s) posed by the grievance and, the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from, any provision of this Agreement. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.

8.7. The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

8.8. Any party to a grievance may invite the Primary Employer to participate in resolution of a grievance. The Primary Employer may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.

8.9. In determining whether the time limits of Steps 2-4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, emailed, faxed or postmarked within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, emailed, faxed or postmarked during the extended time period.

9. JURISDICTIONAL DISPUTES

9.1. The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

9.2. All jurisdictional disputes between or among the Unions and their employees, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions, parties to this Agreement.

9.3. If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

9.4. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this Section shall be subject to immediate discharge.

9.5. Each Employer will conduct a Pre-Job Conference with the Council fourteen (14) prior to commencing work. The Primary Employer and any general contractor will be advised in advance of all such conferences and may participate if they wish.

10. GENERAL WORKING CONDITIONS

10.1. Employment begins and ends at the Project site.

10.2. The selection of craft foreman and/or general foremen shall be entirely the responsibility of the Employer, it being understood that in the selection of such foremen and/or general foremen the Employer will give primary consideration to the qualified individuals referred to the Employer who are available in the local area. After giving such consideration, the Employer may select such individuals from other areas. All foremen shall take orders from the designated Employer representative. Craft foremen shall be designated working foremen at the request of the Employer, in accordance with the Master Agreement.

10.3. There shall be no limit on production by employees or restrictions on the full use of tools or equipment. Employees using tools shall perform any of the work of the trade and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations. No rules, customs or practices which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed. There shall be no limitation or restriction by a signatory Union upon a contractor's choice of materials or design. The use of new technology, equipment, machinery, tools and/or labor saving devices and methods of performing work may be initiated by the Contractor during the Project, and Unions agree not to restrict the implementation of such new devices or work methods.

10.4. Employees shall be at their place of work and ready to work at the starting time (which is the gang box, tool box or place where the foreman gives instructions to employees). A reasonable time will be allowed for employees to put company and personal tools in secured storage and return to the parking lot by quitting time. The Employer will provide adequate facilities for checking in and out in an expeditious manner.

10.5. The Employer may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to safely accomplish the work practices not a part of the terms and conditions of this Agreement or the Master Agreement; stand by crews and feather bedding practices will not be allowed.

10.6. Individual seniority shall not be recognized or applied to employees working on projects under this Agreement.

10.7. The Employer shall establish and employees shall observe such reasonable Project job site work rules as the Employer deems appropriate. These rules will be reviewed and discussed at the Pre-Job Conference, distributed to all employees, posted at the project site by the employer, and may be amended thereafter as necessary.

10.8. All equipment assigned to a project shall be under the control of the Employer. The Employer shall have the right to determine how many pieces of equipment an individual employee shall operate. In an emergency involving safety or health, foremen shall operate any equipment assigned by the Employer, and there shall be no restriction on foremen in the use of the tools of his craft in such emergency. The foreman shall be from the craft normally operating the equipment. In accordance with currently recognized craft jurisdiction, the Employer shall determine the assignment of employees to start, stop, and maintain small portable construction equipment. Such work may be assigned to craft employees within a reasonable distance of their primary duties or an employee may be assigned full time to start, stop and maintain the Employer's small, portable equipment on the job site. There shall be no over manning of this type of equipment.

11. MANAGEMENT RIGHTS

11.1. The Employer retains and shall exercise full and exclusive authority and responsibility for the management of its operations and work forces, except as expressly limited by the terms of this Agreement. This authority includes, but is not limited to, the right to:

11.1.1. Plan, direct and control the operation of all the work.

11.1.2. Decide the number and type of employees required for the work.

11.1.3. Hire, promote and lay off employees as deemed appropriate to meet work requirements and/or skills required.

11.1.4. Require all employees to observe the Employers' and Owner's Project Rules, Security, Environmental and Safety Regulations, consistent with the provision of this Agreement. These Project Work Rules and Regulations shall be supplied to the Unions and to all employees, and shall be posted on the job site.

11.1.5. Discharge, suspend or discipline employees for just cause.

11.1.6. Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by a Union or employee to perform work, including overtime work, assigned. Such cases shall be subject to the grievance procedure.

11.1.7. Utilize any safe work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designer, except as limited by Section 2.1.

11.1.8. The Primary Employer and other Employers shall have the right to

implement a drug and alcohol testing program consistent with accepted industry practice in the area, including pre-hire, post-accident, and reasonable suspicion testing, as agreed to by the Council. The Council's agreement shall not be unreasonably withheld. With regard to employees performing work on gas pipelines specifically, Primary Employer and Employers shall have the right to implement a drug and alcohol testing program in compliance with and to the extent required by the Department of Transportation regulations.

11.1.9. The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Employers, therefore, retain all legal rights not specifically enumerated in this Agreement.

12. JOINT LABOR/MANAGEMENT MEETINGS

12.1. During the period of any work performed under this Agreement, a joint Labor/Management meeting will be held on an approximately monthly basis or more frequently as needed between the Primary Employer, the other Employers and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the craft workers and contractors performing work at the Project. These monthly (or more frequent) meetings will also include discussion of safety, craft resource requirements, scheduling and productivity of work performed at the Project.

12.2. A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Employer's contract. When a contract has been let to an Employer(s) covered by this Agreement, a Pre-Job Conference and/or Mark-Up Meeting shall be required upon request of any Union, Employer or the Primary Employer.

12.3. The Primary Employer will schedule and attend all Pre-Job Conferences and Mark-Up Meetings.

13. SUCCESSORSHIP

13.1. The subcontracting obligations described in Article 3 are independent obligations of Primary Employer which shall survive any full or partial termination of Primary Employer's involvement in the Project for any reason, including: (i) any full or partial termination or transfer of Primary Employer's right to control and coordinate construction work on the Project Real Property; (ii) any full or partial termination or transfer of a contract, if any, between Primary Employer and any Project owner for any Covered Work; (iii) the sale, lease or other transfer of all or any portion of the Project Real Property or any interest in the Project Real Property by any Project owner; or (iv) any other event that results in the replacement of Primary Employer with another contractor.

13.2. The parties agree that: (i) if Primary Employer's involvement in the Project is terminated as described in Section 13.1, and (ii) Covered Work is performed by a contractor or subcontractor that is not in compliance with the provisions of Article 3, then Primary Employer shall pay liquidated damages, as described in Section 13.3, to compensate the Unions for the actual damages caused by reason thereof. The parties agree that such damages would be unreasonably difficult, costly, inconvenient or impracticable to calculate and, accordingly, they agree to liquidated damages which bear a reasonable relationship to the actual harm suffered by the Unions, as provided in Section 13.3 ("Liquidated Damages").

13.3. In the event that Liquidated Damages are owed as described in Section 13.2 above, Primary Employer shall pay for each hour that Covered Work was performed by employees of contractors or subcontractors who are not signatory to this Agreement and the Master Agreement with the Union covering the geographic area of the Project and having traditional and customary jurisdiction over the work performed by that contractor or subcontractor as provided in Section 3.2, an amount equivalent to the published hourly prevailing journeyman wage rate for the applicable craft. The Liquidated Damages shall be paid as follows: One-half (1/2) of the total amount to the qualified pension plan and one-half (1/2) to the qualified health and welfare plan of the Union(s) having jurisdiction over the work performed by the contractor(s) or subcontractor(s) not signatory to this Agreement. The parties agree that the Unions shall enforce, collect and receive Liquidated Damages on behalf of their qualified pension plans and their qualified health and welfare plans, and that the qualified pension plans and the qualified health and welfare plans shall have no right to independently enforce the Liquidated Damages or any other provisions contained in this Article 13.

13.4. In no event shall the Liquidated Damages payable under this Article exceed a total amount of \$50,000 ("the Cap"). In the event that pending claims would result in a payment in excess of the Cap, the total claims shall be prorated based on the number of hours worked by contractors or subcontractors in violation of Section 3.2 so that the total payment of claims does not exceed the Cap.

13.5. Primary Employer shall be released from all obligations under this Agreement with respect to all or any portion of the Project, including liability for the payment of Liquidated Damages, and shall have no liability for any breach of this Agreement by a successor upon Primary Employer's receipt of a fully executed release ("Release") from the Unions. Such Release shall not be withheld if, under all the circumstances, the Unions, in the exercise of their reasonable judgment, determine that the successor, together with any guarantor of this Agreement, has the financial means to complete the Project or portion of the Project and to comply with the successor Primary Employer's obligations and undertakings under this Agreement, including any obligation to pay Liquidated Damages.

13.5.1. The Unions authorize the Council to execute and deliver a Release on their behalf pursuant to a resolution adopted at a duly noticed meeting of the Council.

13.6. This Article 13 shall be enforceable in any court of competent jurisdiction, and shall not be subject to the grievance procedure of Article 8.

14. GENERAL PROVISIONS

14.1. If any article or provision of this Agreement shall become invalid, inoperative and/or unenforceable by operation of law or by declaration of any competent authority of the executive, legislative, judicial or administrative branches of the federal or state government, the Employers and the Council shall suspend the operation of such article or provision during the period of its invalidity, and the Primary Employer and the Council shall negotiate in its place and stead an article or provision that will satisfy the objections to its validity and that, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The new article or provision negotiated by the Primary Employer and the Council shall be binding on all parties signatory to this Agreement.

14.2. If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

14.3. The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement, national agreement or any other collective bargaining agreement, except that all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement; all instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors; provided that Articles 6 and 8 of this Agreement shall apply to all Covered Work. In the absence of a conflict, the provisions of the applicable Master Agreements shall govern. Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.

14.4. None of the provisions of this Agreement shall be construed to prohibit or restrict the Owner, its agents, or its employees from performing work not covered by this Agreement on or around the construction site. As areas of covered work are accepted by the Owner, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the Owner to engage in repairs or punch list modifications.

14.5. This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.

14.6. It is agreed that any liability under this Agreement by Primary Employer, the Council, a Union, or any other Employer shall be several and not joint. Any alleged breach of this Agreement by a party shall not affect the rights, liabilities, obligations, and duties among the other parties or between that party and any other party.

14.7. Any notices required under this Agreement shall be given as follows:

If to Primary
Employer:

With a copy to:

Metropolitan Airpark, LLC,
a Delaware limited liability company
Attn. Chief Executive Officer
2100 Palomar Airport Road, Suite 209
Carlsbad, CA 92011

If to Council and/or Tom Lemmon, Business Manager
to Unions, to: San Diego County Building and
Construction Trades Council, AFL-CIO
3737 Camino del Rio South, Suite 202
San Diego, CA 92108

Either party may notify the other in writing if its person designated to receive notice is changed.

15. WAIVER

15.1. The parties hereby acknowledge that this Agreement is a lawful pre-hire agreement within the meaning of Section 8(f) of the National Labor Relations Act; and the Primary Employer and each other Employer hereby expressly waives its right to contest, challenge, repudiate or void (hereinafter collectively "challenge") this Agreement, directly or indirectly, on any basis, in any proceeding before any federal, state or local court, agency or other tribunal, including the National Labor Relations Board, or before any arbitrator or hearing officer, including any challenge to the validity of this Agreement that is raised as a defense to any action or claim brought by the Unions. This Agreement shall be a complete defense to any such challenge.

15.2. Each Employer further agrees that it shall not solicit, finance or participate in any challenge to this Agreement by any other person or entity. Payment of regular annual dues to an organization or association does not constitute "solicitation," "financing" or "participation in" a challenge as those terms are used in this Agreement.

15.3. This Article shall be enforced pursuant to Article 8 of this Agreement and any grievance shall commence at Step 3 of Section 8.4. The parties agree that the economic damages to any party from a breach of this Article include the reasonable attorney fees and costs of enforcing the Agreement.

16. HELMETS TO HARDHATS

16.1. The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (the "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

16.2. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

17. TERM OF AGREEMENT

17.1. The term of this Agreement shall commence on the date indicated below as the date of execution, and shall continue in effect until completion of all Covered Work pursuant to Article 2.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of 17 March, 2018


[insert company name]

Primary Employer:

SAN DIEGO COUNTY

BUILDING & CONSTRUCTION TRADES
COUNCIL

By:



By: Tom Lemmon, Business Manager

UNIONS

[insert local craft union signature page]

ATTACHMENT A
EMPLOYER AGREEMENT TO BE BOUND

BROWN FIELD DEVELOPMENT PROJECT LABOR AGREEMENT

The undersigned hereby certifies and agrees that:

- 1) It is an Employer as that term is defined in Section 1.4 of the Brown Field Project Labor Agreement (“Agreement”) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Sections 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement, it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements to this Agreement.
- 3.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in the applicable local master collective bargaining agreements in regard to work on the Project, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)

ATTACHMENT "B"
Project Scope

1. "Project Infrastructure" shall consist of On Site Project Infrastructure and Off Site Project Infrastructure defined below that are constructed by MAP or that MAP or an affiliate of MAP causes to be constructed:
 - a. "On Site Project Infrastructure" shall consist of and shall be limited to the following improvements within the Brown Field boundary fence, and, except as provided in paragraphs 1.a.i and 1.a.ii.3, will exclude all improvements within the premises of individual parcel subleases between MAP and third-party sublessees ("Individual Parcel Subleases"):
 - i. Rough Grading of approximately 309 acres including soil stabilization as detailed on Plan sheets 38734-32D to 65D (including rough grading within the premises of Individual Parcel Subleases but excluding all finished grading within such premises);
 - ii. Construction and installation of:
 1. Temporary all weather access road to Customs and Border protection from La Media Road;
 2. Stormwater BMPs, including storm drains, hydromodification and bio retention facilities and erosion control as per grading plan package sheet 38734-66D to 100D;
 3. All private and public improvements outside of the premises of Individual Parcel Subleases as shown on drawing set 38933, including Aviator Road, but also including private access roads within the premises of Individual Parcel Subleases constructed by general contractors under any Project Infrastructure Construction Contracts; and
 4. Utilities including sewer, water, electrical, irrigation as defined on the utilities plan SDP exhibit A sheet c39-c45 and PTS 427525 38933 to the boundary of the premises of Individual Parcel Subleases.
 - iii. Except as provided above, On Site Project Infrastructure shall specifically exclude the following:
 1. Any and all improvements to be performed within the premises of Individual Parcel Subleases;
 2. Installation of landscape;
 3. Brush management;
 4. Photovoltaic array within area H;
 5. Any photovoltaic array installed on roof top within the premises of Individual Parcel Subleases, including any private installations providing power to Individual Parcel Subleases;

6. Habitat restoration, including grading, creation of habitat including BUOW burrows, vernal pools, landscaping;
7. Hazardous material remediation and/or removal; and
8. Any other improvements within the premises of Individual Parcel Subleases.

b. “Off Site Project Infrastructure” shall consist of and shall be limited to the following:

- i. Construction of road improvements as defined in the Metropolitan Airpark re-phasing Traffic Impact Analysis dated December 7, 2015;
- ii. Testing and surveying other than testing and surveying related to burrowing owl populations;
- iii. Relocation of electrical utilities;
- iv. Installation of storm drains, including box culverts;
- v. City standard bus slabs; and
- vi. The following frontage improvements: construction and installation of
 1. La Media Road north of Otay Mesa Road, Heritage Road, Otay Mesa Road, Britannia Boulevard as detailed in the Metropolitan Airpark re-phasing Traffic Impact Analysis dated December 7, 2015;
 2. Storm drains, box culverts; and
 3. Private and public utilities including sewer, water, irrigation as shown on PTS 427525 38933.

c. Off Site Project Infrastructure shall specifically exclude the following:

1. Relocation of electrical utilities on La Media Road between I-905 and Siempre Viva Road.

2. “FBO Improvements” shall include the following:

- a. Precise grading within the Individual Parcel Sublease on which the Fixed Base Operator is located.
- b. Construction and installation of:
 - i. Access road;
 - ii. Utilities including water electrical, sewer;
 - iii. 14,500 square feet of FBO building;
 - iv. 91,000 square feet of office;
 - v. 10 aircraft hangars totaling approximately 180,000 square feet;
 - vi. 355,580 square feet of vehicular parking, electric changing stations; and
 - vii. 488,612 square feet of aircraft ramp and parking.

c. FBO Improvements shall specifically exclude the following:

- i. Aircraft fueling facility.