PROJECT LABOR AGREEMENT
FOR
The Lodge at Saint Edward Park Project
BY AND BETWEEN
LYDIG CONSTRUCTION
AND
KING COUNTY BUILDING AND
CONSTRUCTION TRADES COUNCIL
AND THE
NORTHWEST NATIONAL CONSTRUCTION ALLIANCE II
AND THE
CRAFT UNIONS & DISTRICT COUNCILS
SIGNATORY TO THIS AGREEMENT
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PROJECT LABOR AGREEMENT

PREAMBLE

This Agreement is entered into by and between Lydig Construction, the General Contractor (hereinafter General Contractor) selected by The Lodge at St. Edward Park, LLC, a subsidiary to Daniels Real Estate, (hereinafter Owner) and the signatory subcontractors for the construction of the The Lodge at St. Edward Park project (collectively hereinafter Employers) and the King County Building and Construction Trades Council, the Northwest National Construction Alliance (hereinafter Council) and the Local Unions and District Councils signatory to this Agreement and having members employed on the project (collectively hereinafter Unions).

ARTICLE 1
PURPOSE

1.1. The purpose of this Agreement is to ensure that all work on this Project shall proceed continuously and without interruption.

1.2. It is the objective of the parties that the construction of this Project may be a benefit to the Owner, the General Contractor, the Employers, the Unions, and the community and it is recognized by all parties that harmonious labor-management relations are the result of responsible conduct by the Unions and the Employers employing building trades people, and it is our mutual desire to promote these relationships on this Project.

1.3. The parties hereby agree and do establish and put into practice effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise so that the parties are assured of complete continuity of operation, without slowdown or interruption of any kind or for any reason and that labor-management peace is maintained for the life of this construction project, except as provided in section 7.4., below.

1.4 The parties agree that this Agreement is a valid Section 8(f) pre-hire agreement within the meaning of Section 8 [29 U.S.C. § 158(f)] of the National Labor Relations Act.

ARTICLE 2
SCOPE AND DURATION OF AGREEMENT

2.1. This Agreement shall apply to all construction work performed by the Employers at the site of the Lodge at St. Edward Park Project (hereinafter called the Project) located at 1445 Juanita Drive NE, Kenmore WA, being constructed for the Owner by General Contractor, as more particularly described below. This Agreement shall not apply to any other construction work performed by Lydig at any other site or for any other owner.

2.1.1. The scope of work to be performed under this Agreement includes: Adaptive reuse of the former St. Edwards Seminary in Kenmore to become:

- 82-room boutique hotel
- 10,000 square foot of restaurants, spa, meeting rooms
- 158 covered surface area parking spaces
2.2. This agreement shall become effective upon issuance of the first building and/or demolition permit for Project Work or actual demolition work beginning, whichever occurs first (the "Effective Date") and shall continue in full force and effect until all of the work to be performed on the Project is completed and the Owner takes beneficial occupancy. This agreement shall automatically terminate at the conclusion and acceptance of the Project by the Owner. Work to be performed by the tenant(s) shall not be covered under this Agreement.

ARTICLE 3
MANAGEMENT RIGHTS

3.1. The Employers retain full and exclusive authority for the management of their operations. This includes, but is not limited to, the right to direct their working force and to establish coordinated working hours and starting times, which shall not be in conflict with the Unions' Collective Bargaining Agreements (hereinafter Master Labor Agreements).

3.2. There shall be no limit on production by workmen or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trades 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; provided however, legitimate manning practices that are a part of national and/or local union collective bargaining agreements shall be followed. The Employers may utilize the most efficient methods or techniques of construction, tools or other labor-saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.

3.3. The Employers shall be the sole judge of the number and classifications of employees required to perform work subject to this Agreement. The Employers shall have the absolute right to hire, promote, suspend, discharge or lay off employees at their discretion and to reject any applicant for employment, subject to the provisions of the respective Unions' collective bargaining agreement between the particular Employer and Union.

3.4. Nothing in this Agreement shall be construed to limit the right of any of the Employers to select the lowest bidder such Employer deems qualified for the award of contracts or subcontracts or material or equipment purchase orders on the Project. The right of ultimate selection remains solely with the Employers, subject to section 4.2 of this Agreement.

3.5. It is recognized that certain equipment and systems of a highly technical and specialized nature may have to be installed at the Project. The nature of the equipment and systems, together with requirements of manufacturer's warranty, dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment and systems without incident.

3.6. Companies delivering aggregates and concrete which pay their employees not less than the wage rates and employee benefits set forth in the collective bargaining agreements between Teamsters Local 174 and Sand and Gravel Co. for all their deliveries throughout Seattle and King County shall be used on the project.

ARTICLE 4

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EFFECT OF OTHER AGREEMENTS

4.1. This Agreement is not intended to supersede collective bargaining agreements between any of the Employers performing construction work on the Project and a Union signatory thereto except to the extent the provisions of this Agreement are inconsistent with such collective bargaining agreement, in which event the provisions of this Agreement shall apply. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), work within the jurisdiction of the International Union of Elevator Constructors, and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all parties signatory hereto who are then currently employed or represented at the Project.

4.2. General Contractor will require all contractors and subcontractors who are awarded or are performing jobsite work on the Project, to become signatory to this Agreement and will not allow any such contractors or subcontractors to start work unless they become signatory to this Agreement. In addition to becoming signatory to this Agreement, each contractor and subcontractor will also be or become party to the current Master Labor Agreement(s) with the Union(s) representing the employees employed or to become employed by such contractor(s) and subcontractor(s), upon commencing jobsite work.

4.3. By accepting the award of a construction contract or entering into a contract to perform any project work pursuant to a construction contract whether as a contractor or subcontractor, Employer agrees to sign the Letter of Assent as shown in Attachment: A and be bound by each and every provision of this Agreement.

4.4. It is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under the PLA. (This inclusion applies to the scope of work defined in the Master Labor Agreement for said Craft. Every Inspector performing under the Wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of the PLA.) Covered work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded.

ARTICLE 5
UNION RECOGNITION, SECURITY, WAGES AND BENEFITS

5.1. The Employers recognize the Union(s) as the sole and exclusive collective bargaining representative for craft employees employed on the Project.

5.2. Employees referred by the Union(s) and hired by the Employer(s), shall, as a condition of employment, become and remain members during the project in good standing of the appropriate Union or by the 8th day of employment. Membership under this section shall be satisfied by the tendering of periodic dues and fees uniformly required.
5.3. Authorized representatives of the Union(s) shall have access to the Project defined in the current Master Labor Agreement(s) with the Union(s) representing the employees employed provided that they do not unduly interfere with the work of the craft employees and further provided that such representatives fully comply with established Project rules including the project safety rules.

5.4. Each Union shall have the right to designate a working craft employee as steward for each Employer employing such craft on the Project. Such designated steward shall be a qualified workman assigned to a crew and shall perform the work of that craft. The steward shall not perform supervisory duties. Under no circumstances shall there be nonworking stewards. Stewards shall be permitted a reasonable amount of time during working hours to perform applicable union duties.

5.5. All employees performing Project Work under this Agreement shall be paid the current wages and fringe benefits as of the time the work is performed as set forth in their respective Unions' Master Labor Agreement.

ARTICLE 6
HELMETS TO HARDHATS

6.1. The Employers and Unions recognize a desire to facilitate the entry into the building and construction trades, veterans and members of the National Guard and Reserves 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 ("Center"), a Joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, 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.

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

6.1.2. In recognition of the work of the Center and the value it will bring to the Project, within 10 days of the first hour of Covered Work being performed on the Project, General Contractor shall make a onetime contribution of $5,000 to the Center on behalf of itself and all other Employers employing workers under the terms of this Agreement.

6.1.3. The Center shall function in accordance with, and as provided in the Agreement and Declaration of Trust creating the fund, and any amendments thereto, and any other of its governing documents. Each Employer performing work covered by this Agreement approves and consents to the appointment of the Trustees designated pursuant to the Trust Agreement establishing the Center and hereby adopts and agrees to be bound by the terms and provisions of the Trust Agreement.

ARTICLE 7
CONTINUITY OF THE WORK
7.1. The principal purpose of this Agreement is that it provides the Employers, Unions, and the Owner with the assurance that there will be no strike, picketing, work stoppage, lockout, slowdown, for the duration of this Agreement. It is agreed, therefore, as follows:

7.2. During the existence of this Agreement, there shall be no strike, work stoppage, and there shall be no lockout by the Employers. It is agreed, however, that the Employers may lay off employees for lack of work, or in the event that a strike, picketing or other work stoppage impedes the work of the Project.

7.3. No picket lines or other actions of the type described in section 7.2 will be established at the Project by any of the Unions. The Unions agree that they will not sanction in any way any picket line, organized or endorsed and will affirmatively take all measures necessary to effectively induce its members to cross the picket line and report for work as scheduled and that responsible representatives of the Unions who are employed on the Project will also do so themselves.

7.4. Notwithstanding the provisions of section 7.2, it is agreed that the particular Union involved retains the right to withhold the services of its members (but not a right to picket) from a particular Employer who fails to make timely payments to the Unions' Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds in accordance with the provisions of that particular Employer's current Master Labor Agreement with the particular Union or who fails to timely pay its weekly payroll. However, prior to withholding its members' services on account of a failure to make timely payments to the Unions' Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds, the Union involved will give ten (10) days (unless a lesser period is provided within the applicable craft union agreement, but in no event less forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, to the involved Employer and to General Contractor. Representatives of the parties to the dispute will meet within the ten-day period to attempt to resolve the dispute.

7.5. It is specifically agreed that there shall be no strike, picketing, work stoppage, lockout or slowdown as a result of the expiration of any local, regional or other applicable labor agreement having application at the Project and/or failure of the parties to that agreement to reach a new contract. In the event that such a local, regional, or other applicable labor agreement does expire and the parties to that agreement have failed to reach agreement on a new contract, work will continue on the Project on one of the following two basis, both of which will be offered by the Union(s) involved to and the Employers affected:

7.5.1. Each of the Union(s) with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Union(s) involved in such expiring contract(s) may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contract(s). Said interim agreement(s) would be superseded by any subsequently reached industry agreement(s) as of the date the industry agreement is reached. The terms of the Union's interim agreement offered to General Contractor and the Employers will be no less favorable than the terms offered by the Union to any other employer or group of employers covering similar construction work in King County; and

7.5.2. Each of the Union(s) with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Employer(s) affected by that contract agree to the following retroactivity
provision: if a new local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Employer shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new local, regional or other applicable agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactivity period.

7.5.3. Some Employers may elect to continue to work on the Project under the terms of the interim agreement option offered under section 7.5.1., above and other Employers may elect to continue to work on the Project under the retroactivity option offered under section 7.5.2., above. To decide between the two options, Employers will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Employer, in writing, its specific offer of terms of the interim agreement pursuant to section 7.5.1., above, whichever is the later date. If the Employer fails to timely select one of the two options, the Employer shall be deemed to have selected the option of section 7.5.2., above.

ARTICLE 8
JURISDICTIONAL DISPUTES

8.1. The assignment of work will be solely the responsibility of the subcontractor 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.

8.2. All jurisdictional disputes between or among all Unions Signatory to the Agreement and Employers 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 contractors and Unions.

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

ARTICLE 9
GRIEVANCE AND ARBITRATION PROCEDURE

9.1. The parties hereby agree that all dispute or grievances between Employers and Unions, other than disputes arising from any strike, picketing, slowdown, lockout or other work stoppages of any kind under Article 7 or any trade jurisdictional disputes under Article 8, shall be handled in accordance with the following procedures:

9.2. Step 1. If there is a dispute or grievance involving one of the Employers, the business representative of the local union involved shall first attempt to settle the matter by oral discussion with the particular subcontractor's project superintendent or General Foreman no later than ten (10) working days after the occurrence first giving rise to the dispute or grievance. If the matter is not resolved with the superintendent within ten (10) working days after the oral discussion with the superintendent, the dispute or grievance shall be reduced to writing by the grieving union.
9.3. Step 2. If the matter is not resolved in step 1, above, the written grievance shall be given to the particular employer involved, to General Contractor and to the business representative of the local union involved no later than ten (10) working days after the oral discussion set forth above for Step 1, and the business representative of the local union involved shall refer the matter to his Business Manager The Business Manager, or his designee, shall meet with responsible representative(s) of the particular Employer involved in the grievance, who shall attempt to settle the matter. This shall be referred to as Step 2 of the Grievance and Arbitration Procedure.

9.4. In the event a dispute cannot be satisfactorily resolved within the time limits established above in Step 2, either party may submit the dispute to arbitration by written notice to the other party of their intent to submit the dispute to arbitration within ten (10) business days (or such longer time as mutually agreed) of the date on which the parties met for the Step 2 meeting. An arbitrator shall be selected by the parties to the grievance from the following list of permanent arbitrators: (1) Joe Duffy, (2) Richard Ahearn, (3) Alan Krebs, (4) Sylvia Skratek, and (5) Anthony Vivenzio.

The grieving party shall strike one of the arbitrators from the list, and the responding party shall strike the next arbitrator from the list, until one arbitrator is left, who shall hear the case. The arbitrator's decision shall be final and binding upon the parties. The arbitrator shall not have the authority to alter, amend, add to, or delete from the provisions of this Agreement in any way. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the parties (i.e. conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration. Should any party seek confirmation of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

9.5. Failure to timely raise, file or appeal any grievance within the time limits set forth above will result in the grievance being waived.

ARTICLE 10
EXPEDITED ARBITRATION

10.1. In lieu of, or in addition to, any other action at law or equity, which is also available, if both parties agree the following procedure when a breach or violation of sections 7.2., 7.3. or Article 8 is alleged.

10.2. The party invoking this procedure shall notify either Joe Duffy or Richard Ahearn who the parties agree shall be the two permanent Arbitrators under this procedure. In the event that none of the two permanent Arbitrators is available for a hearing within 24 hours, either of the two permanent Arbitrators who is notified shall appoint his alternate to hear the matter. Notice to the Arbitrator shall be by the most expeditious means available, including telephone, with notice by e-mail, facsimile, overnight or telegram to the party alleged to be in violation.

10.3. Upon receipt of said notice, anyone of the two Arbitrators named above (whichever one is notified by the invoking party) or his alternate shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.

10.4. The Arbitrator shall notify the parties by e-mail, facsimile, overnight or telegram 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.

10.5. The sole issue at the hearing shall be whether or not a violation of sections 7.2., 7.3. or Article 8 has in fact occurred and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. 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. If the Arbitrator finds that a violation of sections 7.2., 7.3. or Article 8 has occurred, then the Arbitrator in his written Award shall order cessation of the violation and a return to work and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance. The Award will be final and binding on all parties to this Agreement.

10.6. 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 above in the following manner. E-mail, overnight, Telegraphic notice or facsimile 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 10.5 of this Article all the parties waive the right to hearing and agree that such proceedings may be ex parte with at least 24 hours' notice of the time and place. 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.

10.7. 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.

10.8. The fees and expenses of the Arbitrator shall be divided equally between the moving party or parties and the party or parties' respondent unless determined otherwise by the arbitrator.

10.9. The procedures contained in this Article shall be applicable to alleged violations of sections 7.2., 7.3. or Article 8. 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 sections 7.2., 7.3. or Article 8, shall be resolved under the grievance adjudication procedures of Article 9.

ARTICLE 11
BENEFICIAL OCCUPANCY BY THE OWNER

11.1. It is anticipated that the Owner and/or Owner's tenant may commence operations with its property managers and vendors prior to the substantial completion of all phases of the construction work. It may therefore be necessary for the Owner and/or Owner's tenant to take over various portions of the buildings, systems, and equipment while construction of various other portions continues. The procedure to be employed in such a takeover is as follows: When the Owner and/or Owner's tenant determines that a portion of the work is mechanically or operationally complete. Owner shall identify such areas, systems or equipment by use of a tagging system. Work will be considered "complete" when it is reasonably ready for its intended use, and the Owner shall thereafter

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have beneficial occupancy of the involved areas, systems, or equipment.

11.2. It is intended that Owner's tenant, property managers and vendors will commence working in such areas after the takeover by the Owner. Thereafter, any remaining original "construction" work, such as painting, installing missing parts, insulation and work normally performed by the respective Unions shall be completed by the responsible Employers and their employees without incident.

ARTICLE 12
SAFETY

12.1. All Federal and State safety rules, regulations, orders, and decisions shall be binding upon the Employers and shall be applied to all work covered by this Agreement.

12.2. It will not be a violation of this Agreement, when an Employer considers it necessary to shut down to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Employer requests employees to stand by, the employees will be compensated for the "stand by time."

ARTICLE 13
GENERAL SAVING CLAUSE

13.1. It is not the intention of the parties hereto to violate the laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of this Agreement shall remain in force and effect unless the part so found to be void is wholly inseparable from the remaining portions of this Agreement.

13.2. Further, all parties agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, an effort will be made to then promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of any applicable law and the intent of the parties hereto.

ARTICLE 14
NON DISCRIMINATION

14.1. The Unions shall refer all applicants for employment without discrimination against any applicant by reason of age, race, color, creed, religion, sex or national origin. Where governmental agencies impose equal employment obligations on the Employers on the Project, referral procedures shall be subordinate to such obligations.

14.2. It is agreed that affirmative action shall be taken to afford employment opportunity to all qualified persons without regard to age, race, creed, color, sex or national origin. Furthermore, the parties agree to cooperate to the fullest extent to achieve the intent and purpose of the applicable equal employment opportunity and affirmative action laws, regulations and requirements.
ARTICLE 15
PRE-JOB CONFERENCE

15.1. The General Contractor will conduct a pre job conference with the Union(s), the Council and all other subcontractors prior to commencing work. General Contractor shall notify the Council of all subcontractors that have been awarded project work ten (10) days in advance of all such conferences and each such subcontractor shall participate in such conferences. One week after the pre-job conference and prior to starting work the General Contractor and all subcontracts shall submit a final trade assignment. All work assignments shall be disclosed by each subcontractor at the pre-job conference and such assignments shall be made in accordance with industry practice. Should additional project work not previously included within the scope of the project work be added, the contractors performing such work will conduct a separate pre-job for such newly included work.

Subcontractors who have performed or are performing work on Sound Transit, King County, Port of Seattle or City of Seattle PLA/CWA projects may be eligible for a waiver of the pre-job conference. Waivers requests must be submitted to the Building Trades office a minimum of three weeks prior the start of work. If the waiver is denied, the subcontractor is required to attend a pre-job conference prior to starting work according to the process stated above.

ARTICLE 16
PARKING

16.1. Employee parking shall be designated by each subcontractor which shall be made available at no cost for workers who are employed at the jobsite.

ARTICLE 17
ASSIGNMENT

17.1. The General Contractor will construct the Project through its own employees and/or through the employees of the subcontractors awarded Project Work. General Contractor will control labor relations on the Project by entering into this Agreement, which establishes the terms and conditions of employment for employees performing Covered Work on the Project, and by making decisions within the scope of the General Contractor's authority on the Project. For example, General Contractor will, in conjunction with the Owner, prepare bid specifications and bid packages, select subcontractors, award subcontracts for construction work, and determine and coordinate the scheduling of work.

17.2. The General Contractor will provide project oversight and administration and enforcement of this Agreement, through dedicated staff to act as PLA Administrator, to be mutually agreed upon by the General Contractor and Unions.

ARTICLE 18
ENTIRE UNDERSTANDING

18.1. The parties agree that the total results of their bargaining are embodied in this Agreement and neither party is required to render any performance not set forth in the working of this Agreement, or to bargain during the term of this Agreement about any matters unless required to
do so by the terms of this Agreement. This Agreement may be amended only by written agreement signed by the parties.
IN WITNESS THEREOF, the parties have caused this Agreement to be executed and effective of the day _______ and year ________.

The officials signing this Agreement warrant and collectively bargain on behalf of the organizations whom they represent and the members of such organizations.

Lydig Construction

KING COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL

(TITLE and Printed Name)

Monty Anderson, Executive Secretary

NORTHWEST NATIONAL CONSTRUCTION ALLIANCE II

Dan Hutchinson, PNWRDD Contract Administrator

BUILDING AND CONSTRUCTION TRADES COUNCIL AND NORTHWEST NATIONAL CONSTRUCTION ALLIANCE II CRAFT UNIONS

International Association of Heat and Frost Insulators and Allied Workers, Local #7

Todd Mitchell, Business Manager

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local #502

Tracey Eikenberger, Business Manager

International Brotherhood of Electrical Workers, Local #46

Bud Allbery, Business Manager

International Union of Bricklayers and Allied Craftworkers, Pacific Northwest ADC Local #2

Operative Plasterers' and Cement Masons' International Association of the United States of America, Local #528

Eric Coffelt, Business Manager

International Union of Painters and Allied Trades District Council 5

Denis Sullivan, Business Manager
IN WITNESS THEREOF, the parties have caused this Agreement to be executed and effective of the day ______________ and year ______________.

The officials signing this Agreement warrant and collectively bargain on behalf of the organizations whom they represent and the members of such organizations.

Lydig Construction

(KING COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL)

Monty Anderson, Executive Secretary

NORTHEAST NOATIONAL CONSTRUCTION ALLIANCE II

Dan Hutchinson, PNWRDD Contract Administrator

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Tracey Eixenberger, Business Manager

Eric Coffelt, Business Manager

International Brotherhood of Electrical Workers, Local #46

International Union of Painters and Allied Trades District Council 5

Bud Allbery, Business Manager

Denis Sullivan, Business Manager
International Union of Elevator Constructors, Local #19
Patrick Strafer, Business Manager

Iron Workers Union, Local #86
Chris McClain, Business Manager

United Association Plumbers Pipe Fitters Refrigeration & HVAC Local #32
Jeffrey J. Owen, Business Manager

United Union of Roofers Waterproofers & Allied Workers Local #54
Steve Hurley, Business Manager

Hod Carriers and General Laborers, Local #242
Dale Cannon, Business Manager

United Association of Sprinkler Fitters Local #699
Stanton Bonnell, Business Manager

Teamsters, Local #174
Rick Hicks, Business Manager

Sheet Metal Workers' International Association, Local #66
Tim Carter, Business Manager

Operating Engineers, Local #302
Daren Konopaski, Business Manager
LETTER OF ASSENT

The Lodge at Saint Edward Park
Project

The undersigned, as a Contractor(s) or Subcontractor(s) on a Contract which is part of the The Lodge at Saint Edward Park Project, for and in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

1. On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.

2. Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of said Project Labor Agreement.

3. Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

<table>
<thead>
<tr>
<th>Estimated Start Date</th>
<th>Estimated End Date</th>
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<tbody>
<tr>
<td></td>
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</tr>
<tr>
<td>UBI Number</td>
<td>Print Name and Title</td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td>Contractor/Company name</td>
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<tr>
<td>General Contractor</td>
<td>Subcontractor to (if applicable)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Jobsite Address</td>
<td>Billing Address</td>
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<tr>
<td></td>
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</tr>
<tr>
<td>Date</td>
<td>Signature of Authorized Representative</td>
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</table>

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Please fill out the following pages. We recommend that you be as thorough as possible. If you have questions, please contact your contractor or your PLA Administrator.

**Request for Waiver**

- [ ] Yes
- [x] No

The Contractor listed above requests a waiver of the Pre-Job Conference attendance requirement contained within the PLA. The contractor recognizes and agrees that the Seattle Building and Construction Trades Council and the Affiliated Local Unions signatory to the PLA, retain their rights as stipulated in the PLA to deny this waiver request, and to challenge any proposed trade assignment.

A contractor working for the first time under a PLA or CWA cannot waive attendance.

<table>
<thead>
<tr>
<th>Seattle Building Trades Council</th>
<th>Date</th>
<th>Approved</th>
</tr>
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<tbody>
<tr>
<td></td>
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</tbody>
</table>

**Contractor Information**

<table>
<thead>
<tr>
<th>Contractor/Subcontractor Name</th>
<th>Billing Address</th>
<th>Pre-Job Meeting Date</th>
<th>Project Name/Contract #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Time: 10:00 am</td>
<td>14675 Interurban Ave S., Tukwila WA 98168</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Contract Dollar Amount</th>
<th>Prevailing Wage Intent #</th>
</tr>
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<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Office Contact</th>
<th>Phone:</th>
<th>Email:</th>
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<table>
<thead>
<tr>
<th>Superintendent</th>
<th>Phone:</th>
<th>Email:</th>
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<table>
<thead>
<tr>
<th>Safety Rep</th>
<th>Phone:</th>
<th>Email:</th>
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**Scope of Work**

(Describe the scope of work to be performed)

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**Subcontracting**

Will you be subcontracting to additional sub-contractors?

- [ ] Yes
- [x] No

If yes, list sub-contractors and work description:

<table>
<thead>
<tr>
<th>Sub-Contractor Name</th>
<th>Work Description</th>
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<tbody>
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</tbody>
</table>
Current Union Agreements

<table>
<thead>
<tr>
<th>Approx. Job Start Date:</th>
<th>Approx. Job End Date:</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Work Shifts:</th>
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</table>

<table>
<thead>
<tr>
<th>Weekly Pay Day</th>
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</thead>
</table>

Proposed Trade Assignment

All Workers, including core employees, must be dispatched through Union hall. List trade assignments by craft including scope of work description for each assignment. List each piece of equipment planned for use by craft. Include all equipment and tools. If more space is required, attach additional sheets.

<table>
<thead>
<tr>
<th>Craft</th>
<th>Scope</th>
<th>Equipment/Tools</th>
</tr>
</thead>
</table>


## Project Craft Demand List

<table>
<thead>
<tr>
<th>Craft</th>
<th>Peak</th>
<th>Average</th>
<th>Apprentices</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbestos Workers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boiler Makers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brick Layers</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Carpenters</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Carpet, Lino &amp; Soft Tile Layers</td>
<td></td>
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<tr>
<td>Cement Masons</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Drywall Hanger/Metal Stud Framer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drywall Finishers</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Electrical Workers</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Elevator Constructors</td>
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<tr>
<td>Glaziers</td>
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<td></td>
<td></td>
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<tr>
<td>Heat and Frost Insulators</td>
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<tr>
<td>Iron Workers (Structural/Rebar)</td>
<td></td>
<td></td>
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<tr>
<td>Iron Workers (Ornamental/Architectural)</td>
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<tr>
<td>Laborers</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Millwrights</td>
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<td></td>
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<tr>
<td>Operating Engineers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Painters</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Pile Drivers/Diver</td>
<td></td>
<td></td>
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<tr>
<td>Plumbers &amp; Pipefitters</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Plasterers/Fire Proofers</td>
<td></td>
<td></td>
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<tr>
<td>Roofers</td>
<td></td>
<td></td>
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<tr>
<td>Sheet Metal Workers</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Sign Makers/Painters</td>
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<td></td>
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<tr>
<td>Sprinkler Fitters</td>
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<td></td>
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</tr>
<tr>
<td>Teamsters</td>
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