

September 10, 2013

Jason Levien
DC Stadium, LLC
2400 East Capitol Street, S.E.
Washington, D.C. 20003

Dear Mr. Levien:

As you are aware, the District of Columbia ("District") and the Washington, D.C. Building and Construction Trades Council and the Mid-Atlantic Regional Council of Carpenters, acting on their own behalf and on behalf of certain of their respective affiliates and members, have entered into a Project Labor Agreement ("PLA"), a full copy of which is attached hereto and will be executed dated as of the date with this letter agreement. The PLA is designed to facilitate the timely construction of a new soccer stadium ("Stadium") in Buzzard Point and ensure employment and apprenticeship training opportunities for District residents as well as the creation of contracting opportunities for local, small and disadvantaged companies in the District's business community. Article XIX of the PLA, requires that the Development Agreement the District will enter into with DC Stadium, LLC in connection with the development and construction of the Stadium expressly provide that **any construction manager or similar entity engaged to construct the Stadium shall execute the PLA or a letter of assent agreeing to be bound by the PLA.** This letter agreement is to memorialize and acknowledge DC Stadium, LLC's agreement to the inclusion of the foregoing provision in any development agreement it may enter into with the District in connection with the development and construction of the Stadium.

Sincerely,

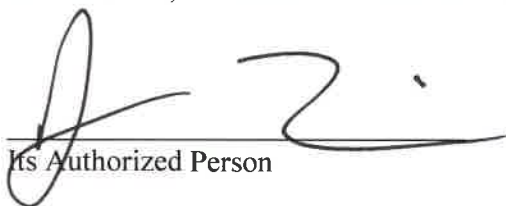


Vincent C. Gray
Mayor

SEEN AND AGREED TO:

DC STADIUM LLC, a Delaware limited liability company

By:


Its Authorized Person

PROJECT LABOR AGREEMENT

EXECUTION COPY

PROJECT LABOR AGREEMENT

This Project Labor Agreement (“**Agreement**”) is made and entered into as of the 10th day of September, 2013, by and among (i) the District of Columbia (the “**District**”), a public body municipal and corporate acting in its own name and (ii) the Washington, D.C. Building and Construction Trades Council (“**Council**”) and the Mid-Atlantic Regional Council of Carpenters (“**MARCC**”), acting on their own behalf and on behalf of their respective affiliates and members whose names are subscribed hereto who have, through their duly authorized officers, executed this Agreement, and any International Unions that become signatory hereto (hereinafter collectively referred to as “**Union**” or “**Unions**”), with respect to the Project defined below. These entities shall hereinafter be collectively referred to as the Parties to this Agreement. All Contractors who execute a Letter of Assent agreeing to be bound by this Agreement shall also be considered Parties to this Agreement.

For purposes of this Agreement, the following additional definitions shall apply:

The term “**Contractor**” shall include all construction contractors of whatever tier, including all subcontractors engaged in onsite construction work within the scope of this Agreement, and shall include any construction manager when it performs construction work within the scope of this Agreement.

The term “**Project**” shall mean: (i) a state-of-the-art, LEED certified outdoor soccer stadium (“**Stadium**”) at the Stadium Site; (ii) certain infrastructure improvements that the District will undertake beyond the Stadium Site in conjunction with the development of the Stadium which shall be limited to (a) the roads and rights-of-way that serve as the perimeter of the Stadium Site; (b) the roadway and sidewalks on Potomac Avenue from South Capitol Street to the Stadium Site; and (c) traffic signals and highway signage that will generally not extend beyond the area north of M Street, SE or east of First Street, SE; and (iii) any ancillary development on the Stadium Site.

The term “**Stadium Site**” shall mean Squares 603S, 605, 607, 611N and 661 and the northern portion of Square 665.

ARTICLE I PURPOSE

Section 1. The District has placed the highest priority for employment and apprenticeship training opportunities for bona fide District residents and the creation of contracting opportunities for local, small and disadvantaged companies in the District’s business community. This Agreement will advance those goals and remove obstacles that may have historically limited the full employment of such local residents or the access of such businesses to the opportunities on projects of this kind. Additionally, the District recognizes the necessity of including comprehensive programs for employment, including recruitment and training of bona fide District residents on the Project.

Section 2. The Parties recognize that completion of the Project without interruption or delay will require a steady supply of skilled labor. Timely construction of the Project will require substantial numbers of employees from construction and supporting crafts possessing the skills and qualifications necessary to complete the Project. The Parties therefore agree to work together to furnish skilled, efficient craft workers for the construction of the Project, as required by this Agreement.

Section 3. The Parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers on the Project, to encourage close cooperation between the Contractors and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the Parties to this Agreement. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

Section 4. In recognition of the special needs of the Project, and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the Parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise in connection with this Agreement. Further, all Contractors agree not to engage in any lockout, and the Unions agree not to engage in any strike, slowdown, or interruption or other disruption of or interference with the work covered by this Agreement.

Section 5. The Parties agree that this Agreement will be made available to and will fully apply to any successful bidder for work performed on the Project who becomes a signatory hereto, without regard to whether that successful bidder performs work at other sites on either a union or a non-union basis, and without regard to whether employees of such bidder are or are not members of any Union. This Agreement shall not apply to any Contractor for work that is performed on work other than the Project. The Unions hereby pledge to work cooperatively on the Project with all Contractors awarded work governed by this Agreement.

Section 6. To accomplish the important purposes of this Agreement, the District will implement this Agreement by requiring that appropriate provisions be included in the bid documents, contract specifications and other contract documents for work on the Project covered by the scope of this Agreement. It is understood by the Parties to this Agreement that the work covered by this Agreement shall be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, and that all such Contractors shall be Parties to this Agreement. Contractors who are a Party to this Agreement may include businesses certified by the District of Columbia Department of Small and Local Business Development as a Local, Small and Disadvantaged Business Enterprises ("LSDBE"). For work performed under this Agreement by LSDBEs, the Unions pledge to work cooperatively with the businesses in order to help achieve the District's objectives of increasing capacity among historically disadvantaged businesses within the District.

ARTICLE II

SCOPE OF AGREEMENT

Section 1. This Agreement shall apply and is limited to the recognized and accepted historical definition of construction work that is performed by and under the direction of the Contractors who have contracts awarded for such work on the Project. Such work shall include site preparation work at the Stadium Site (including the environmental remediation of existing conditions, demolition and infrastructure work the District shall undertake at the Stadium Site), dedicated off-site work, on-site construction work necessary to complete the Project as well as the infrastructure improvements that the District will undertake beyond the Stadium Site in conjunction with the development of the Stadium.

Section 2. The District or any construction manager or similar entity for a portion of the Project that is a Party to this Agreement (“**Construction Manager**”) shall have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any Party to this Agreement; provided, however, only that such bidder is ready, willing and able to become a Party to and comply with this Agreement, should it be designated the successful bidder. All Contractors, including but not limited to all prime contractors and all subcontractors of any tier, who have been or who will be awarded contracts for work covered by this Agreement are required to accept and be bound by the terms and conditions of this Agreement by executing the Letter of Assent (*see* Appendix A hereto) prior to commencing work. A copy of the Letter of Assent executed by the Contractor shall be immediately transmitted to the Council and to the Unions prior to the dispatch of employees to the job site. The District or the Construction Manager, as applicable, shall endeavor to assure compliance with this Agreement by all Contractors engaged to perform work on the Project.

Section 3. The Parties to this Agreement understand and appreciate the need for competition in the construction markets. In order to avoid adverse cost impacts on the Project, the Parties therefore agree as follows:

(a) At least thirty (30) days prior to the scheduled bid receipt date for each trade package, the District or the Construction Manager, as applicable, shall attempt in good faith to obtain letters from at least three (3) subcontractors in which each such prospective subcontractor agrees to bid on the trade package and be subject to the terms of this Agreement (such letters are hereinafter referred to as “**Intent to Bid Letters**”). In the event that three (3) such Intent to Bid Letters are not received from subcontractors that are qualified to perform the work and have the business resources necessary to perform the work identified in the trade package (“qualified bidder”), then the trade package shall be exempt from this Agreement when rebid pursuant to subsection 3(b) below, subject expressly to the requirements of subsection 3(b) and Section 5, below. The District or the Construction Manager, as applicable, shall (i) provide the Council with a copy of the Request for Proposals (“**RFP**”) for each trade package no later than thirty (30) days prior to the scheduled bid receipt date for such trade package and (ii) notify the Council upon receipt of any Intent to Bid Letter received and shall provide the Council with the opportunity to inspect such Intent to Bid Letter upon request.

(b) If at least three (3) reasonable bids on any trade package are not received from qualified bidders, the District or the Construction Manager, as applicable, shall have the right to rebid such trade package and, if rebid, the Contractor awarded the contract will not be bound by or subject to this Agreement and shall not be required to sign a Letter of Assent. The contract with such Contractor shall require the Contractor to comply fully with the requirements of Section 5 of this Article, subject to penalties for non-compliance. No other terms of the original RFP may be changed for the rebid trade package. The District or the Construction Manager, as applicable, shall (i) promptly notify the Council if at least three (3) reasonable bids on any trade package are not received, (ii) provide the Council with the opportunity to inspect all bids submitted upon request, subject to the terms of a mutually agreed-upon confidentiality agreement (iii) provide the Council with a copy of the RFP for any rebid trade package for which three (3) reasonable bids were not received at the same time such RFP is officially released, and (iv) provide the Council, subject to the terms of a mutually agreed-upon confidentiality agreement, with the opportunity to inspect all bids submitted in response to the rebid trade package upon request.

(c) To encourage full and open bidding on all trade packages, the District or the Construction Manager, as applicable, will include in all trade subcontracts a requirement that any disputes with a Contractor over payments claimed to be due the Contractor for work performed on the Project shall be subjected to expedited arbitration. The District and any Construction Manager agree that no special treatment will be accorded to any contractor bidding on a trade package unless the same special treatment is provided to all contractors bidding on the trade package.

Section 4. LSDBEs that are awarded contracts individually or with a total combined value of \$6 million or less will not be bound by or subject to this Agreement and shall not be required to sign a Letter of Assent. The contract with such LSDBE shall require the LSDBE to comply fully with the requirements of Section 5 of this Article, subject to penalties for non-compliance. The District or the Construction Manager, as applicable, shall notify the Council of the value of each contract awarded to an LSDBE at the same time the LSDBE is notified that it was the successful bidder. If the LSDBE's contract exceeds \$6 million plus a ten percent (10%) addition for change orders or, if at the time of the award, the value of the total combined contracts awarded to the LSDBE exceeds \$6 million, then the LSDBE shall no longer be exempt from any provision of this Agreement.

Section 5. Any Contractor who is exempt, by virtue of Article II, Section 3 and/or 4 from any provision of this Agreement, shall not be entitled by virtue of other provisions of this Agreement, to utilize the Agreement's provisions for Union referral of District residents, to participate in the apprenticeship programs, or to participate in any fringe benefit fund sponsored by the Unions signatory to this Agreement. The employees of such exempt Contractor shall have no right to Union representation for any purpose under this Agreement. Each such Contractor shall, nonetheless, be required by contract as described above, to:

(a) satisfy fully all District resident hiring and apprenticeship requirements set forth in this Agreement and required by law, and be subject to all sanctions set forth in this Agreement or by law for failure to satisfy such requirements;

(b) demonstrate that, prior to the award of any contract to a Contractor who is otherwise exempted from this Agreement pursuant to Sections 3 and/or 4 above, it maintains an apprenticeship program that has been approved and registered by the District consistent with applicable District and federal law;

(c) pay its employees, for the duration of the Project, wages that equal the combined value of the wages and fringe benefits that are set forth in the collective bargaining agreement identified in Appendix B hereto (and as it may hereafter be modified) that is applicable to the work to be performed by the Contractor, such agreement to be designated by the Council at least fifteen (15) days prior to the bid date for such work;

(d) pay its employees, for the duration of their work on the Project, overtime and all other economic benefits that are set forth in the collective bargaining agreements identified in Appendix B hereto (and as it may hereafter be modified) that is applicable to the work to be performed by the Contractor. The Council shall identify all such economic benefits at least fifteen (15) days prior to the bid date for such work;

(e) comply with all provisions of Articles IX (Subcontracting), XIV (Hours of Work, Overtime, Reporting Pay and Holidays), XV (Safety and Health), and XVII (Non-Discrimination) of this Agreement;

(f) submit monthly certified payroll to the District or the Construction Manager, as applicable; and

(g) submit, no less often than monthly; written proof of compliance with all other obligations set forth in this Section 5 to the District or the Construction Manager, as applicable.

Section 6.

(a) The collective bargaining agreements that will apply to work covered by this Agreement will be identified by name and by specific reference to each signatory Union in Appendix B to this Agreement. The terms of each collective bargaining agreement identified in Appendix B, as currently in effect or as modified in the future by the parties to those agreements shall apply to work performed under this Agreement. No other local, area or national agreements other than those identified in Appendix B as to each signatory Union shall apply to work performed under this Agreement. Any dispute over which collective bargaining agreement identified in Appendix B shall apply shall be resolved in accordance with Article VIII.

(b) Where a term or condition covered by the provisions of this Agreement is also covered by or conflicts with the Union's agreement identified in Appendix B, then the provisions of this Agreement shall supercede and override the terms and conditions of the Union's agreement identified in Appendix B. Where a term or condition is covered by the provisions of the Union's agreement identified in Appendix B and is not covered by this Agreement, then the provisions of the Union's agreement identified in Appendix B shall apply. Notwithstanding the foregoing, and with the exception of Article VI (Work Stoppages and Lockouts) and Article VIII (Jurisdictional Disputes) of this Agreement, the provisions of the National Agreement of the International Union of

Elevator Constructors shall apply, without exception, to work covered by the National Agreement of the International Union of Elevator Constructors under the scope of this Agreement.

Section 7. This Agreement, including any Appendices hereto, represents the complete understanding of the Parties, and by virtue of having become bound to this Agreement, no Contractor will be obligated to sign any other local, area, or national agreement as a condition of performing work within the scope of this Agreement.

Section 8. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other non-construction operation, work, or function which may occur at the Project site or be associated with the development of the Project such as, but not limited to, engineering, estimating, clerical, survey and layout that is not directly related to performance of construction work by and under the direction of the Contractors, accounting, timekeeping and related services. Furthermore, the provisions of this Agreement shall not apply to any work performed by the District and its agencies and instrumentalities and nothing contained herein shall be construed to prohibit or restrict the District or its employees from performing work not covered by this Agreement on the Project site.

Section 9. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.

Section 10. As areas and systems of the Project are inspected and construction tested and accepted by the District or the Construction Manager, as applicable, this Agreement will not have further force or effect on such items or areas, except when a Contractor or other responsible party is directed by the District or the Construction Manager, as applicable, to engage in repairs, modifications, check-out, and warranty functions on an item or area required by its contract during the term of this Agreement.

Section 11. It is understood that the liability of any Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the District, any Construction Manager, Contractors or any employer.

ARTICLE III

OUTREACH ACTIVITIES

The Unions will partner with the District in conducting the outreach activities to and in promoting new initiatives to recruit bona fide District residents to apprenticeship programs or to on-the-job employment positions for which they are qualified. To that end, the Unions will assist bona fide District residents in contacting the Joint Apprenticeship Training Committee for the craft(s) or trade(s) in which they are interested. Additionally, to the extent permitted by law, the Unions will assist bona fide District residents who are seeking union jobs on the Project and union membership in assessing their work experience and giving them credit for bona fide, provable past experience in the relevant craft or trade, including experience gained working for non-union contractors. The Unions will put on their rolls and refer qualified bona fide District residents for work on this Project.

ARTICLE IV

UNION RECOGNITION AND EMPLOYMENT

Section 1. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

Section 2. Authorized representatives of the Unions shall have access to the Project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the Project. Each Union that is a party to this Agreement shall have the right to designate a working journey person as a Steward. The Union shall notify the Contractor in writing of the identity of the designated Steward(s) prior to the assumption of such person's duties as Steward. There will be no non-working Stewards. Such designated Steward shall be a qualified worker 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. The Steward shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 3. All Contractors shall be required to seek applicants for employment first through the referral procedures of the applicable Union. The Union's referral procedures shall be those set forth in or applicable to each individual Union's collective bargaining agreement (see Appendix B). The Union agrees that there shall be no discrimination against any employee or applicant for employment because of his membership or non-membership in the union or based upon race, creed, color, sex, age, national origin of such employee or applicant or any other protected category contained in the District of Columbia Human Rights Act. No employee covered by this Agreement shall be required to join any Union as a condition of being referred to the Project. After referral, all provisions of Article XIII (Union Security) shall apply. The Unions will use the D.C. Department of Employment Services ("DCDOES") to recruit for referral qualified bona fide District residents.

Section 4. The First Source Employment Agreement Act of 1984, as amended (D.C. Official Code §§ 2-219.01 *et seq.*) ("**First Source Act**"), currently requires that on projects that receive \$5 million or more in government assistance: (i) at least 20% of journey worker hours by trade shall be performed by District residents; (ii) at least 60% of apprentice hours by trade shall be performed by District residents; (iii) at least 51% of the skilled laborer hours by trade shall be performed by District residents; and (iv) at least 70% of common laborer hours shall be performed by District residents. (*see* D.C. Official Code § 2-219.03(e)(1A)(A)).

Section 5. Notwithstanding any provision to the contrary in their respective referral procedures, the Unions agree to identify those participants in the Unions' respective referral systems who are bona fide District residents for the purpose of meeting the requirements of the First Source Act. A Contractor seeking to hire a bona fide District resident to meet its goal set forth in the First Source Act, will contact the applicable Union dispatch and request a bona fide District resident. The Union will dispatch a bona fide District resident with the job skills specified in the notice (a

“qualified person”) if one is available before qualified non-District residents are referred regardless of the District resident’s place on the referral list. If the Union is unable to dispatch a qualified bona fide District resident within twenty-four (24) hours after a Contractor’s request, the Union shall contact DCDOES to obtain a qualified bona fide District resident to fill the dispatch. All qualified individuals identified by DCDOES shall be directed to the Union for dispatch to the Project. If no qualified individual can be identified by DCDOES within forty-eight (48) hours after the Union’s request to DCDOES, then the Contractor shall solicit applicants for referral by utilizing the Union’s normal referral procedures.

Section 6. In the event the Union is unable to obtain a dispatch within seventy-two (72) hours (Saturday, Sunday and holidays excepted) after the Contractor’s initial request for applicants, then the Contractor may employ applicants from any other available source, including community-based organizations in the District. The Contractor shall inform the Union of the name and social security number of any applicants hired from any other source and shall refer the applicant to the Union for dispatch to the Project.

Section 7. The Unions agree that, on a quarterly basis for the duration of the Project on the last day of each quarter, each Union will provide to DCDOES a report on how many qualified bona fide District residents sought referral to the Project, how many such residents were referred, and if applicable, the reason why any such resident declined referral to the Project. This report will also include the number of qualified bona fide District residents referred to each Union by DCDOES for work on the Project. The Unions will also provide to DCDOES, upon request, a copy of the Unions’ D.C. priority referral list(s) described in Section 5, above. The Unions agree that they will meet with the District and any Construction Manager, as applicable, on a quarterly basis, and more frequently if requested, to review the Union’s efforts with respect to the goals set forth in this Agreement with respect to the recruitment, referral and hiring of District residents.

Section 8. The District is committed to provide opportunities to participate on the Project to emerging business enterprises as well as other enterprises that may not have previously had a relationship with the Unions signatory to this Agreement. To ensure that such enterprises will have an opportunity to employ their “core” employees as journeymen on this Project, the Parties agree that in those situations where a Contractor not a party to a current collective bargaining agreement with the signatory Union having jurisdiction over the affected work is a successful bidder, the Contractor may request by name, and the Union will honor, subject to the rotation set forth below, referral of persons who have applied to the Union for referral to Project work and who demonstrate the following qualifications:

- (a) possess any license required by state or federal law for the Project work to be performed;
- (b) have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;
- (c) were on the Contractor’s active payroll for at least sixty (60) out of the one hundred twenty (120) calendar days prior to the contract award; and
- (d) have the ability to perform safely the basic function of the applicable trade.

Proof of such qualifications must be presented to the Union from which the "core" employee seeks referral. The first applicant referred to such Contractor will be a journeyperson referred by the Union in accordance with the requirements set forth in this Article. The second applicant referred will be one of such Contractor's "core" employees, recognizing that bona fide District residents will have priority referral within this group and that the Contractor is required to meet its commitments under the First Source Act. This process shall be repeated, one and one, until such Contractor's crew requirements are met or until such Contractor has hired five (5) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from Union referrals in accordance with the requirements set forth in this Article. For the duration of such Contractor's work, this ratio shall be maintained. When such Contractor's workforce is reduced, "core" employees shall be reduced in a manner that will maintain no more than the same ratio of "core" employees to other referrals as was applied in the initial hiring. Nothing in this Section shall relieve a Contractor from complying with the requirements of applicable law including, but not limited to, the First Source Act.

Section 9. The selection of craft foreman and/or general foreman and the number of foremen required shall be entirely the responsibility of the Contractor. Craft foreman shall be designated working foremen at the request of the Contractor.

Section 10.

(a) The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), a joint Labor-Management Cooperation Trust, 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.

(b) The Unions and Contractors 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 of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Contractors and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

(c) Each Contractor performing work on this Project shall contribute to the Center the amount of one cent (\$0.01) per hour for each hour worked by each individual employee covered by this Agreement. Payment shall be forwarded monthly to the Center in a form and manner to be determined by the Center's Trustees.

(d) The Center shall function in accordance with, and as provided in the Agreement and Declaration of Trust, and any amendments thereto, and any other of its governing documents. Each Contractor 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.

(e) Contractors who fail to pay contributions or other payments owed to the Center within thirty (30) days of the date when such contributions or other payments are due shall be liable to the Trust for all costs of collection incurred by the Trust, including, attorneys' fees and court costs. The Trustees are empowered to initiate proceedings at law or equity, and to take any other lawful action necessary to collect contributions and all other payments due.

ARTICLE V

MANAGEMENT'S RIGHTS

Section 1. The Contractors retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall have the right to determine the competency of all employees, the number of employees required subject to the lawful manning requirements of the applicable collective bargaining agreements in Appendix B, and shall have the sole responsibility for selecting employees to be laid off. Contractors shall direct their working forces at their prerogative, including, but not limited to, hiring, promotion, transfer, lay-off, and discipline or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices, and have the right to utilize any methods or techniques of construction. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment.

It is recognized that installation of specialty items may require utilization, in limited circumstances, of a specialty company to protect a manufacturer's warranty or where the employees working under this Agreement lack the required skills to perform the work. In such cases, the applicable Contractor shall use commercially reasonable efforts to cause the specialty company to become bound to this Agreement and perform all such work consistent with the terms of this Agreement. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

Section 2. If there is any disagreement between the Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article VII of this Agreement.

ARTICLE VI

WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Agreement there shall be no strikes, sympathy strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason (including disputes

relating to the negotiation or renegotiation of the collective bargaining agreements attached as Appendix B hereto, or disputes directed at non-construction services companies or the District at the Stadium Site) by a signatory Union or by any employee, and there shall be no lockout by the Contractor. This provision will not affect the Contractor's right to suspend or terminate work on any portion of the Project for operational or special circumstances provided the Union is given thirty (30) days notice, and such suspension or termination of work shall not be considered a lockout within the meaning of this section.

Section 2. No signatory Union shall sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities that 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 Project for a period of not less than ninety (90) days.

Section 3. No Union shall be liable for acts of employees for whom it has no responsibility. The principal officer(s) 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 the unauthorized acts of any employee it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

Section 4. If there is a work stoppage or lockout dispute the parties agree to provide notice to an arbitrator from the panel, as described in Article VII below. Upon receipt of said notice, the arbitrator or his alternate shall sit and hold a hearing within twenty-four (24) hours if he believes that the work stoppage or lockout dispute still exists, but not sooner than twenty-four (24) hours after notice of such dispute is given to the Union.

ARTICLE VII

DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between the Parties. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays or work stoppages.

Section 2. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all Parties to maintain continuous and uninterrupted performance of work on the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Agreement (other than trade jurisdictional disputes, which shall be governed by Article VIII) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement believes he is aggrieved by a violation of this Agreement, he shall, through his Union business representative or job steward, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the specific provision(s) alleged to have been violated. A representative of the Union or the job steward and the work-site representative of the involved Contractor and a representative of the District or the Construction Manager, as applicable, shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall respond to the Union representative in writing (copying the District or the Construction Manager, as applicable) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of these Grievance Procedures, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the specific provision(s) of the Agreement alleged to have been violated.

(b) Should the Union(s) or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The Union's principal officer (or his designee) and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator designated from a permanent panel of five (5) arbitrators for this Agreement. The five permanent panel arbitrators shall be selected by mutual agreement of the District, any Construction Managers and the Unions signatory to this Agreement. If the District, any Construction Managers and the Unions are unable to agree upon the five (5) panel members, they shall request the American Arbitration Association to provide them with sufficient separate panels of arbitrators so that five (5) permanent panel members may be selected. Selection of the panel members shall be made by alternately striking names from each panel provided. No more than one name from each panel shall be selected, absent mutual agreement of the Parties. Designation of the arbitrator from the panel to hear any grievance shall be by rotation among the panel members. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties and any party may enter any judgment or award rendered by the arbitrator in a District of Columbia court/forum of competent jurisdiction. All jointly incurred fees and expenses of such Arbitration shall be borne equally by the Contractor and the involved Union(s). Each party shall bear its own attorneys' fees. The arbitrator shall not order nor have the power to order a

party to pay or reimburse the other party for attorneys' fees, expert fees or any other fees incurred in connection with, preparing, presenting or defending its case. The arbitrator shall not award or be empowered to award punitive or exemplary damages.

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. Time is of the essence. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him providing he has jurisdiction to resolve the issues, and he shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The District or the Construction Manager, as applicable, shall be notified of all actions at Steps 2 and 3 and shall be permitted to participate in all proceedings at Steps 2 and 3.

Section 5. If an arbitrator determines that a Union has failed to fulfill its obligations in good faith under Article IV, Sections 4, 5, 7, and 8 or Article X, Sections 2, 3, 5, 6, 7 and 8, the arbitrator may require the Union, per violation, to pay the cost of enrolling one bona fide District resident in a building trades pre-apprentice program. In determining the extent of this specified community outreach, the arbitrator shall consider the nature of the underlying grievance.

ARTICLE VIII

JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved, and such work assignments will be in accordance with the then current Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "**Plan**") approved by the Building and Construction Trades Department, AFL-CIO or any or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department, AFL-CIO.

Section 2. All jurisdictional disputes on the Project, between or among the Unions and Contractors signatory to this Agreement, shall be settled and adjusted according to the Plan. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions party to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow down of any nature, or other disruptive activity arising out of any jurisdictional dispute or interruption in protest, and the Contractor's assignment shall be adhered to until the dispute is resolved. Employees violating this section shall be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre-job conference with the Council and signatory Unions at the offices of the Building and Construction Trades Department, 815 16th Street, NW, Suite 600, Washington, DC 20006, no less than thirty (30) days prior to commencing work unless the Council agrees in writing otherwise or unless emergency conditions exist that require

fewer days' notice to the Council. The District or the Construction Manager, as applicable, will be advised in advance of all such conferences and may participate if they wish. Absent the express written consent of the Council, no work shall begin unless a timely pre-job conference has been conducted.

ARTICLE IX **SUBCONTRACTING**

Except as otherwise provided herein, the District and any Construction Manager shall not contract and no Contractor shall subcontract any work to be done on the Project except to a person who or entity that is or agrees to become party to this Agreement. Any Contractor working on the Project shall, as a condition to working on the Project, become a signatory to and perform all work under the terms of this Agreement.

ARTICLE X **APPRENTICES AND TRAINING**

Section 1. The Parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry in the District. The Parties further recognize that apprenticeship and training shall be offered consistent with the applicable signatory Union's collective bargaining agreement (*see* Appendix B) and consistent with the apprenticeship and training programs currently maintained by the Joint Apprenticeship and Training Committees sponsored by the Unions and their signatory contractors.

Section 2. The Parties agree that, subject to any restrictions contained in applicable law, Contractor(s) will employ apprentices in the respective crafts which are performing work on the project, and within the jurisdiction of the craft in which those apprentices are working. The Parties further agree to a goal that apprentices will perform up to twenty-five percent (25%) of the total craft work hours unless the applicable Union's collective bargaining agreement (*see* Appendix B) provides for a greater percentage. The Union agrees to cooperate with the Contractor in furnishing apprentices as requested. Apprentices shall be properly supervised and paid in accordance with this Agreement.

Section 3. Contractors will employ only bona fide District residents as new apprentices (one hundred percent (100%) of all new apprentices shall be bona fide District residents). For purposes of meeting this goal, a "new apprentice" is defined as a bona fide District resident who is indentured on or after the date the Contractor executes a Letter of Acceptance agreeing to be bound by this Agreement. A Contractor failing to meet this goal or demonstrate "good faith" efforts to do so may be referred to binding arbitration as provided for in Article VII, above, for an appropriate resolution that may include monetary sanctions. In no event shall sanctions exceed five percent (5%) of the direct labor costs of the Contractor's construction contract for the Project. For the purpose of resolution of any dispute arising under this Section, the District shall be considered a party-in-interest with full rights of participation in the arbitration proceeding.

Section 4. The Parties recognize that, on projects receiving \$5 million or more in government assistance, the First Source Act currently requires at least 60% of apprentice hours by trade shall be performed by District residents. The Contractor shall reach this goal through the utilization of the referral procedures set forth in this Agreement (where applicable), and through normal apprentice procedures. Individuals who are identified by the Parties, DCDOES and community-based organizations as potentially qualified apprentices, will be referred to the apprenticeship programs for review through the program's normal apprentice procedures.

Section 5. All Contractors and Unions shall provide a report to D.C. Office of Apprenticeship on the number of bona fide District residents who applied for apprenticeship, the number of bona fide District residents selected, and the reason(s) why those residents were not selected. The report shall be provided as the information becomes available to the Contractors and the Unions.

Section 6. All Contractors and Unions shall participate in up to three (3) apprenticeship career fairs to be organized by DCDOES for each year of construction of the Project in a concerted effort to recruit eligible District residents for apprenticeship opportunities. These career fairs shall begin prior to beginning of work on the Project.

Section 7. Contractors and Unions shall encourage the acceptance of all bona fide District residents enrolled in the applicable Union-sponsored preparatory apprenticeship training initiative, who successfully complete the training and qualify for formal registered apprenticeship programs. The Union's Business Manager shall recommend such acceptance in writing directed to the Trustees of the Joint Apprenticeship Training Fund or Committee, as applicable.

Section 8. Only those bona fide District residents who are registered in bona fide apprenticeship programs shall be counted for purposes of determining whether the apprenticeship requirements set forth in this Article have been met.

Section 9. Apprentices shall be employed to perform work in all craft areas in numerical ratios of apprentices to journeypersons that are consistent with the applicable registered apprenticeship program.

ARTICLE XI

WAGES AND BENEFITS

Section 1. Contractors shall pay the required wages and benefits set forth in each Union's collective bargaining agreement (*see* Appendix B) for persons otherwise entitled to receive benefits under such agreements, including any increases that may be negotiated with respect to those agreements in the future. All Contractors agree to be bound by all terms and conditions of the applicable fringe benefit trust agreements and the fringe benefit contribution procedures applicable to all contributing employers for persons otherwise entitled to receive benefits under such agreements. Contributions to employee benefit funds of a labor organization may be required only if, and to the extent, the employee's right to the benefits does not require membership in the labor organization.

Section 2. If a Contractor becomes delinquent in the payment of wages or fringe benefit contributions, the affected Union shall promptly give written notice thereof to such Contractor, and to the District or the Construction Manager, as applicable, specifying the nature and amount of such delinquency as nearly as can be ascertained. Upon receipt of the notice specified herein, the District or the Construction Manager, as applicable, shall withhold payment from any Contractor that has failed to make full payments for wages and fringe benefit contributions required by this Agreement. The amount withheld shall be no less than the amount of the delinquency set forth in the notice.

ARTICLE XII

WORK RULES

The Contractors agree to be bound by each individual Union's collective bargaining agreement for the work rules.

ARTICLE XIII

UNION SECURITY AND VOLUNTARY CHECK-OFF AUTHORIZATION

Section 1. All employees covered by this Agreement in the employ of the Contractors shall remain members in good standing of the Union during the term of this Agreement, and all employees hereinafter employed by the Contractors shall become members of the Union within seven (7) days after the date of their employment and shall remain members of the Union during the term of their employment on this Agreement, to the extent allowed or permitted by law.

Section 2. In interpreting good standing, a Contractor shall not discharge an employee for non-membership in the Union (a) if it has reasonable grounds for believing that such membership was not available to the employee on the same terms or conditions generally applicable to other members; or (b) that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

Section 3. Upon receipt of a voluntary written authorization from the employee, the Contractor agrees to deduct and forward to the Union any dues checkoff or working assessment required to be paid in accordance with the provisions relating to dues checkoff and working assessments in the Union's collective bargaining agreement.

ARTICLE XIV

HOURS OF WORK, OVERTIME, REPORTING PAY AND HOLIDAYS

Section 1. (a) The normal workday shall be eight (8) hours and the normal workweek shall be forty (40) hours, Monday through Friday. Regular work hours will be between 5:30 a.m. and 5:30 p.m. plus one-half (½) hour unpaid for lunch approximately mid-way through the shift, which may be changed by mutual agreement of the Union and the Contractor. The District or the Construction Manager, as applicable, may arrange for multiple shifts outside of normal work hours. Saturday may be a make-up day on a voluntary basis for weather-related lost time only, with no less

than eight (8) hours' work opportunity if called in. Make-up days shall be paid as straight time unless otherwise required by law.

(b) If the District or the Construction Manager, as applicable, and the Contractor determine that it would be beneficial to the Project, the Contractor may implement a four (4) ten-hour day workweek or a five (5) ten-hour workweek (exclusive of one-half hour unpaid lunch approximately mid-way through the shift) after providing three (3) days notice to the Union. Once established, a four-ten or five-ten workweek shall remain in effect for at least four (4 or 5) consecutive working days. Regular working hours during the four/ten workweek will be between 5:30 a.m. and 5:00 p.m., Monday through Friday. Saturday may be a make-up day on a voluntary basis for weather-related lost time only, with no less than ten (10) hours work opportunity if called in.

(c) A uniform starting time will be established for each craft or segment of the work. The Union(s) shall be informed of the work starting time set by the Contractor at the pre-job conference.

Section 2. The need to work overtime will be determined by the Contractor. The Contractor will determine the distribution of approved overtime work. Overtime shall be paid consistent with the applicable Union's collective bargaining agreement (*see Appendix B*).

Section 3. When an employee reports for work at the time and place specified by the Contractor and he is not put to work or he works less than two (2) hours, he shall be paid for two (2) hours at the applicable straight time rate of pay. All other minimum pay requirements shall be determined by reference to the applicable Union's collective bargaining agreement (*see Appendix B*).

Section 4. The recognized holidays shall be the day celebrated as such by the Federal Government for New Year's Day, Martin Luther King's Birthday, Inauguration Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day. Payment for holidays shall be determined by reference to the applicable Union's collective bargaining agreement (*see Appendix B*).

Section 5. Unless a longer period or other breaks are required by applicable law, there shall be a paid ten (10) minute break two (2) hours after the start of a shift. There shall be a thirty (30) minute unpaid lunch period to be mutually agreed upon. Payment for and all practices regarding clean-up time shall be determined by reference to the applicable Union's collective bargaining agreement.

Section 6. The Unions will use their best efforts to provide sufficient manpower to work on multiple shifts if the Contractor or the District or the Construction Manager, as applicable, determines that multiple shifts are necessary. Employees on a second shift shall receive eight (8) hours pay for a seven and one-half (7 ½) hour shift and shall also receive ten percent (10%) premium pay for each hour worked. Employees on a third shift shall receive eight (8) hours pay for a seven (7) hour shift and shall also receive ten percent (10%) premium pay for each hour worked. The

Contractor shall notify the Union with two (2) days notice of the starting and quitting time of all second or third shifts in advance of initiation of said shifts.

ARTICLE XV **SAFETY AND HEALTH**

Section 1. The employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act and OSHA. These rules and regulations will be published and posted at conspicuous places throughout the Project.

Section 2. In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Contractor on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make any signatory Union liable to any employees or to other persons in the event that injury or accident occurs. Each Contractor will be responsible for supplying all safety equipment to its employees.

ARTICLE XVI **NON-DISCRIMINATION**

Section 1. The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of any reason prohibited by applicable federal or District law.

Section 2. Any reference in this Agreement to the male gender shall be deemed to include the female gender.

ARTICLE XVII **GENERAL SAVINGS CLAUSE**

If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the federal or District government, the Contractor and the Union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute by mutual consent in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question. Any final determination that any provision of this Agreement violates any law or is otherwise not binding and enforceable, shall have no effect on the validity of the remaining provisions of this Agreement.

ARTICLE XVIII **TERM OF AGREEMENT**

This Agreement will remain in effect until the development agreement between the District and DC Stadium, LLC for the development and construction of the Stadium at the Stadium Site,

("Development Agreement") is terminated, at which time this Agreement will automatically terminate.

ARTICLE XIX
DEVELOPMENT AGREEMENT

The District covenants that the Development Agreement shall expressly require that any construction manager or similar entity engaged to construct the Stadium shall execute this Agreement or a Letter of Assent agreeing to be bound by this Agreement.

ARTICLE XX
SUMMER YOUTH PROGRAM

The Council agrees that it will sponsor and finance a six (6) week summer youth program during the summers in which the Stadium is being constructed for fifteen (15) bona fide District residents who are between the ages of 16 and 18. And who have demonstrated an interest in a career in the building trades. Over the course of each summer, the program will include classroom presentations relating to the building trades, visits to the training facility of each Council affiliate, and participation in other activities related to career opportunities in the Washington area building trades. Each youth participant will receive the District of Columbia's minimum wage for all hours of attendance in the program (not to exceed 8 hours per day, 40 hours per week).

ARTICLE XXI
GOVERNING LAW AND FORUM

The terms of this Agreement is governed exclusively by the Laws of the District of Columbia and the rules, regulations and procedures of agencies of the District of Columbia. Any dispute arising from this Agreement that is not resolved through Arbitration shall be resolved only in the courts and regulatory agencies of or in the District of Columbia.

IN WITNESS WHEREOF, the Parties have executed this Agreement this 10th day of September, 2013.

DISTRICT OF COLUMBIA

By: Vincent C. Gray
Name: _____
Title: _____

UNIONS:

Washington, DC Building and Construction Trades Council:

By: Vincent C. Gray
Name: _____
Title: _____

Local #1, Bricklayers and Allied Craft Workers

By: _____
Name: _____
Title: _____

Local #26, Electrical Workers:

By: _____
Name: _____
Title: _____

Local #5, Iron Workers:

By: _____
Name: _____
Title: _____

Local #657, Laborers:

By: _____
Name: _____
Title: _____

Local #77, Operating Engineers:

By: _____
Name: _____
Title: _____

Local #891, Operative Plasterers & Cement Masons:

By: _____
Name: _____
Title: _____

Painters District Council #51:

By: _____
Name: _____
Title: _____

Local #5, Plumbers:

By: _____
Name: _____
Title: _____

Local #201, Reinforced Rodmen:

By: _____
Name: _____
Title: _____

Local #30, Roofers & Waterproofers:

By: _____
Name: _____
Title: _____

Local #100, Sheet Metal Workers:

By: _____
Name: _____
Title: _____

Local #669, Sprinkler Fitters:

By: _____
Name: _____
Title: _____

Local #602, Steamfitters:

By: _____
Name: _____
Title: _____

Local #639, Teamsters:

By: _____
Name: _____
Title: _____

Mid Atlantic Regional Council of Carpenter

By: _____
Name: _____
Title: _____

Pile Drivers

By: _____
Name: _____
Title: _____

Concrete Carpenters

By: _____
Name: _____
Title: _____

Interior Systems Carpenters

By: _____
Name: _____
Title: _____

Millwork Carpenters

By: _____
Name: _____
Title: _____

General Carpenters

By: _____
Name: _____
Title: _____

Carpet Layers

By: _____
Name: _____
Title: _____

Floor Layers

By: _____
Name: _____
Title: _____

Furniture Installers

By: _____
Name: _____
Title: _____

Mill Wrights

By: _____
Name: _____
Title: _____