

FORM LM-20

AGREEMENT AND ACTIVITIES REPORT



This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440. Required of persons, including Labor Relations Consultants and Other Individuals and Organizations, Under Section 203(b) of the Labor-Management Reporting and Disclosure Act of 1959, as amended. (LMRDA)

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

478722

1. File Number: C- 675

Person Filing

2. Name and mailing address (include ZIP Code):

Name Jason RODRIGUEZ
Title President/CEO
Organization Prestige Consulting Solutions, LLC
P.O. Box, Bldg., Room No., if any 509
Street South Chickasaw Trail #249
City Orlando
State Florida ZIP Code + 4 32825

3. Any other address where records necessary to verify this report are kept:

Name
Title
Organization
P.O. Box, Bldg., Room No., if any
Street
City
State ZIP Code + 4

4. Date fiscal year ends:

Dec / 31

5. Type of person:

a. Individual b. Partnership c. ☒ Corporation d. Other (Specify):

Nature of Agreement or Arrangement

6. Full name and address of employer with whom made (include ZIP Code):

Name Lynn Rivera
Organization Balfour Beatty Communities
Trade Name, if any
P.O. Box, Bldg., Room No., if any 6800
Street Prussman Boulevard
City Fort Carson
State Colorado ZIP Code + 4 80913

7. Date entered into:

7 / 22 / 2011

8. Name of person(s) through whom made:

Name Rosemary Phillips
Name
Name
Name
Name

Signatures

Each of the undersigned declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See Section VII on penalties in the instructions.)

13. Signed

Title President

President
(If other title, see
instructions)

14. Signed

Title

Treasurer
(If other title, see
instructions)

On 7/22/2011
Date

407-373-3800
Telephone Number

On
Date Telephone Number

Filer: **Jason Rodriguez**

File Number C- **675**

9. Check the appropriate box to indicate whether an object of the activities undertaken, is directly or indirectly:

- a. ☒ To persuade employees to exercise or not to exercise, or persuade employees as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing.
- b. ☐ To supply an employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer, except information for use solely in conjunction with an administrative or arbitral proceeding or a criminal or civil judicial proceeding.

10. Terms and conditions (Explain in detail; see instructions. Written agreements must be attached.):

Verbal agreement to provide consultation and to give speeches to employees about exercising their right to organize and bargain collectively. Terms are \$200 per hour plus air fare and hotel. Any other expenses are included with the initial fee.

Specific Activities to be Performed

11. For each activity, separately list in detail the information required (See instructions):

a. Nature of activity:

To provide consultation and to give speeches to employees regarding their rights to organize and bargain collectively.

11.b. Period during which performed:

June 2011-July 2011

11.c. Extent performed:

Near Completion

11.d. Name and address through whom performed:

Name **Jason Rodriguez**

Organization **Prestige Consulting Solutions, LLC**

P.O. Box, Bldg., Room No., if any **509**

Street **South Chickasaw Trail #249**

City **Orlando**

State **Florida** ZIP Code + 4 **32825**

Additional Name and address through whom performed, if any:

Name

Organization

P.O. Box, Bldg., Room No., if any

Street

City

State ZIP Code + 4

12.a. Identify subject groups of employees:

Re: **Balfour Beatty Communities/Fort Carson**
Case#: **27-RC-8644**

Including: all regular full-time and part-time work order desk employees, clerk, procurement employee, maintenance employees and roads & ground employees, Temporary employees are excluded from the vote. An election will be held on Friday August 5, 2011 from 2:00 pm to 3:30 pm in the Kit Carson Neighborhood Activity Center 4800 McNerney Street, Fort Carson.

12.b. Identify subject labor organizations:

International Brotherhood of electrical workers,
Local 113

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") has been made and entered into this ____ day of December, 2011, between THE BURKE GROUP, INC. ("Contractor") and BALFOUR BEATTY COMMUNITIES, LLC ("Client").

WITNESSETH

WHEREAS, Contractor is engaged in the labor relations consulting services business;
and

WHEREAS, Client desires to contract for labor relations consulting services; and

WHEREAS, this Agreement expresses the terms and conditions upon which Contractor will furnish such services to Client;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the undersigned parties agree as follows:

1. Definitions.

1.1 The "Contract Documents" shall consist of this Agreement, all Exhibits to this Agreement, the Proposal (as defined in Section 1.3 below), any specifications provided by Client and identified as applicable to the Services, along with any addenda, modifications, amendments or changes issued to them in accordance with the terms of this Agreement. To the extent there is any conflict or ambiguity between a provision of any Contract Document and a provision of the body hereof, such conflict or ambiguity shall be resolved in favor of the body hereof.

1.2 The "Services" shall mean all tasks called for in the Contract Documents, plus all other tasks or activities necessary to accomplish the same.

1.3 The "Proposal" consists of the proposal submitted by Contractor, dated December 13, 2011 and attached hereto as Exhibit A, describing the services to be provided, schedule, fees, costs, and other terms.

1.4 The term "the Site" refers to the property(ies) to which the Services apply or at which the Services are to be performed, as identified in the Proposal.

2. The Services.

2.1 Contractor hereby agrees to perform the Services for Client pursuant to this Agreement and as called for in the Contract Documents and to perform such additional services relating to the Services as requested by Client in writing.

2.2 In performing the Services, Contractor is an independent contractor and shall maintain complete control over its employees. Contractor's personnel shall be trained and qualified to perform the Services. Contractor is not authorized to speak on behalf of or obligate Client in any way. Contractor shall perform the Services and shall not engage any subcontractors without the express written permission of Client, except as expressly set forth in the Proposal.

2.3 All reports, data, models, worksheets, spreadsheets, photographs, drawings, drafts, and other project information developed by Contractor in the execution and performance of the Services shall be the property of Client, except that Contractor may retain one copy thereof for its records.

2.4 In performing the Services, Contractor shall comply with all applicable laws and regulations governing the Services.

2.5 Contractor shall be reasonably available for meetings with Client. As called upon by Client from time to time, both during the conduct of the Services and thereafter, Contractor shall assist Client in any litigation matters pertaining to the Services, and shall assist Client in negotiations and other dealings with state and federal regulatory agencies.

2.6 Schedules for various tasks as called for by the Contract Documents and for all Services provided under this Agreement will be negotiated by and between the Contractor and Client on a task-by-task basis. In addition to all other rights and remedies, Contractor's failure to observe agreed-upon deadlines may constitute a basis for termination of this Agreement.

3. Warranty.

3.1 Contractor hereby represents and warrants to Client that Contractor is qualified and duly licensed as required under applicable laws, regulations, and ordinances and has the ability, skill and resources necessary to perform the Services. Contractor warrants that the Services will be performed in a thorough and efficient manner, promptly and with due diligence and care, in accordance with that standard of care and skill ordinarily exercised by members of the profession doing similar work, and in conformance with the Contract Documents.

3.2 In the event that Contractor's Services fail to meet the standards outlined in Article 3.1 above, Contractor, at its sole expense and without additional compensation, shall re-perform those Services for a period of two (2) years following the completion of those Services. This remedy is in addition to, and not in lieu of, the rights, remedies and recourse granted to Client in this Agreement.

4. Insurance

4.1 Contractor shall maintain in full force and effect during the term of this Agreement the insurance coverages specified below (or such lower amounts as may otherwise be agreed to by Client in its sole discretion):

Type

Amount

Workers' Compensation	As required by the law of the state in which the Site is located
Employer's Liability	\$500,000 (or such higher limits as may be required by the law of the state in which the Site is located)
CGL	\$1,000,000 each occurrence, single limit, \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 each occurrence, single limit, including non-owned and hired vehicles
Professional Liability	\$2,000,000 each occurrence
Umbrella Liability	\$2,000,000 each occurrence, combined single limit

If the performance of any part of the Services requires the removal, testing, transportation, use, handling and/or disposal of pollutants, contaminants and/or materials otherwise considered hazardous, or where otherwise required by governing environmental agencies, Contractor is also required to carry Pollution Liability insurance of at least \$1,000,000 each occurrence.

4.2 Client shall be an additional named insured on each of the above-mentioned policies other than Professional Liability, Workers' Compensation and Employer's Liability. Contractor shall furnish evidence of coverage as required above prior to performing the Services.

5. Payment and Fees.

5.1 Client will pay Contractor for the Services according to the schedule of fees and costs set forth in the Proposal.

5.2 The cost of the Services shall not exceed the amount set forth in the Proposal without the prior written authorization of Client.

5.3 Client agrees to review Contractor's invoices and pay Contractor all undisputed amounts for the Services within thirty (30) days. Contractor shall submit supporting documentation with the invoices as Client may reasonably require.

5.4 Should Contractor or any employee of Contractor be called or asked to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to the Services (other than in connection with a dispute between Client and Contractor), Client shall pay for the reasonable expenses and labor at appropriate unit rates to the extent the party compelling or requesting the testimony does not provide such compensation.

5.5 Contractor shall submit monthly invoices by the fifteenth (15th) of each month reflecting all fees and costs incurred during the preceding thirty (30) days. All costs and expenses related to or incurred by Contractor in performance of the Services shall be individually listed and itemized; and all such costs and expenses, including without limitation travel and travel-

related expenses and incidentals, shall be reasonable and shall be incurred directly as a result of Contractor's performance of the Services.

5.6 Overhead and other surcharges shall not exceed five percent (5%) of the items to which such charges are applied. No such charges shall be applied to fees or costs from companies related to Contractor.

6. Time for Completion. The Services shall be completed in the time frame agreed upon by the parties hereto as set forth in the Proposal.

7. Termination or Suspension.

7.1 This Agreement and/or all or any part of the Services may be terminated and canceled upon written notice to Contractor by Client, with or without cause, at any time. Except in the case of termination for cause, in the event of such cancellation, Client will reimburse Contractor for all Services performed up to the effective date of the cancellation in accordance with the basis for payment and reimbursement set forth herein.

7.2 Client may suspend the Services under this Agreement for any reason upon notice to Contractor. Contractor shall be entitled to an amendment to the Services to reflect all costs reasonably incurred by Contractor as a result of any suspension not due to any fault of Contractor.

8. Indemnity. Contractor shall indemnify, defend, protect and hold harmless Client and its partners, shareholders, members, officers, directors, affiliates, agents and employees (collectively, the "Indemnified Parties") from and against any and all suits, actions, judgments, damages, claims, expenses, losses, costs, penalties, fines, assessments and expenses (including without limitation legal fees) incurred as a result of: (a) Contractor's failure to perform any of its agreements or obligations hereunder, (b) the Services provided by Contractor, including without limitation product liability suits, actions, judgments, claims, etc., and (c) negligence, tortious acts, accidents, injuries, deaths and property damage caused by Contractor or any of its subcontractors, agents, representatives and/or employees at the Site. This indemnification shall apply whether or not such claims are based upon any alleged active or passive negligence or wrongful participation on the part of any of the Indemnified Parties.

9. Anti-Corruption; Ethical Standards. Contractor covenants and agrees that it shall not participate in any criminal act or anti-competitive behavior, including, but not limited to, bribery, fraud or cartels. Contractor also covenants and agrees that it shall at all times during the term perform the Services in an ethical manner consistent with professional standards of ethics, and not engage in any conduct that is incompetent, dishonest or fraudulent. Notwithstanding anything in this Agreement to the contrary, a violation of the covenants contained in this Article 9 shall constitute a material breach of this Agreement and entitle Client to terminate this Agreement upon immediate notice (in addition to any termination rights set forth under Article 7). Contractor shall indemnify Client for any and all losses, damages, fines, assessments and penalties incurred by Client as a result of Contractor's violation of the covenant contained herein (in addition to the indemnity rights of Client pursuant to Article 8). Contractor acknowledges that it has read, and agrees to comply with, the Balfour Beatty Code of Conduct at all times

during the term of this Agreement, a copy of which is located at
<http://bbcgrp.com/pdf/balfourbeattycodeofconductwithhussupplement.pdf>.

10. Related Party Transactions. Contractor represents and warrants to Client that there are no Related Party Transactions (as defined hereinafter) associated with this Agreement or the Services to be performed by Contractor hereunder. As used herein, a "Related Party Transaction" includes situations where an employee of Client who has decision-making authority or influence in the selection of Contractor also has (i) a familial relationship with Contractor or with an employee, director, officer, shareholder, member or other principal of Contractor, or (ii) an ownership interest in Contractor, other than ownership of less than one percent (1%) of a publicly-traded company, or otherwise has a personal financial or business interest in Contractor or in the transaction in general.

11. Confidentiality. Contractor understands that information provided by Client pertaining to Client, the Site, and the Services is sensitive and confidential and may not, except as necessary to perform the Services, be disclosed to third parties without prior written consent of Client, unless required by law. Contractor will not publish or use in any advertising, sales promotion, or publicity, the name of Client without the signed written consent of Client.

12. No Conflicts of Interest. During the term of this Agreement, Contractor shall not knowingly enter into any activity, employment, or other business that conflicts with Client's interests or Contractor's obligations under this Agreement.

13. Notice. Any notice required to be given by the terms of this Agreement shall be delivered by hand or be mailed by U.S. certified or registered mail, return receipt requested, postage prepaid; or sent by nationally recognized overnight courier, to the following addresses:

If to Contractor:
The Burke Group, Inc.
27047 Pacific Coast Highway
Malibu, CA 90265
Attn: CEO

If to Client:
Balfour Beatty Communities
10 Campus Boulevard
Newtown Square, PA 19073
Attn: General Counsel

Or to such other address for either party as that party may, by notice, designate.

14. Miscellaneous

14.1 Headings. Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

14.2 Governing Law. This Agreement shall be interpreted, construed, and governed by and in accordance with the laws of the state in which the Services are to be performed, regardless of its conflicts of principles.

14.3 Entire Agreement. This Agreement constitutes the entire Agreement between Contractor and Client with respect to the Services and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. No modification shall be binding on Client unless it is in writing and signed by Client.

14.4 Severability. The invalidity of any portion, provision, or paragraph of this Agreement shall not affect or render invalid any other portion, provision or paragraph of this Agreement.

14.5 Assignability. This Agreement shall not be assigned, in whole or in part, without the prior written consent of Client. The duties, obligations, rights and remedies under this Agreement are in addition to and not in limitation of those otherwise imposed or available by law.

14.6 Survivability. The parties hereto agree that the obligations, warranties and representations of Contractor pursuant to paragraphs 2.3, 3, and 8 shall survive the termination of this Agreement for any reason.

14.7 Third Party Beneficiaries. Each member of Client is a third party beneficiary and, as such, is entitled to all rights and benefits of this Agreement.

14.8 Counterparts. This Agreement may be executed in any number of identical counterparts any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument.

[signatures on following page]

EXHIBIT A

Scope of Work
(Proposal dated December 13, 2011)
See attached

IN WITNESS WHEREOF, Client and Contractor have each caused this Agreement to be executed by its duly authorized representative on the day and year set forth.

CONTRACTOR

THE BURKE GROUP, INC.

By: _____

Name: _____

Title: _____

CLIENT

BALFOUR BEATTY COMMUNITIES, LLC

By: Rosemary Phillips

Name: Rosemary Phillips

Title: SVP HR



The Burke Group

27407 Pacific Coast Highway
Malibu, CA 90265
800-77-BURKE (772-8753)
310-589-5229 fax
www.tbglabor.com

December 13, 2011

Rosemary Phillips
VP - Human Resources
Balfour Beatty Communities
#10 Campus Blvd.
Newtown Square, PA 19073

Dear Ms. Phillips:

This letter confirms the engagement of **THE BURKE GROUP, INC. (TBG)** to represent the interests of **BALFOUR BEATTY COMMUNITIES** relative to labor matters. All third party persuader activity will be conducted, if necessary, by **LABOR INFORMATION SERVICES, INC.** Research and video requirements will be contracted through **PTI LABOR RESEARCH**. Invoices for these services, if required, will be billed through these companies.

TBG appreciates the opportunity to provide such representation and has accepted this assignment based on the following criteria:

TBG requests an initial retainer of \$5,000. The amount will be held and credited against the **LAST TBG** billing relative to its representation. The following **TBG** billing schedule will apply:

TBG	CEO/ Senior Partner	\$300.00 per hour
TBG	Principal/Case Manager	\$275.00 per hour
TBG	Project Manager	\$250.00 per hour
TBG	Consultant/Associate	\$225.00 per hour

Expenses are billed at cost and include but are not limited to:

1. Transportation portal-to-portal including: airfare plus upgrade when lowest possible coach fare purchased, auto rental, local transport (taxi, shuttles, etc.) and mileage @ current I.R.S. rate
2. Lodging, plus \$6/day phone expense per consultant, if lodging overnight.
3. Meal per diem @ \$46/day for 4 or more hours worked, (\$23/day for less than 4 hours worked and/or consultant commuted).
4. Miscellaneous expenses specific to case, i.e., research, NLRA guides, postage, Federal Express, clerical, etc.
5. TBG administrative expense equal to 1% of labor billed on each invoice.

TBG will forward its invoices monthly. All invoices are due and payable upon receipt.

A finance charge of 1.5% per month will be assessed on all balances not received within 60 days of the date of the invoice.

Any estimate of anticipated fees that we provide at the request of **BALFOUR BEATTY COMMUNITIES** whether for budgeting purposes or otherwise, are only an approximation of potential fees due. Under no circumstances are such estimated costs to be viewed as a maximum or minimum fee quotation.

Los Angeles ▲ Houston ▲ Louisville ▲ New York ▲ New Haven ▲ Washington DC ▲ Minneapolis ▲ United Kingdom



The Burke Group

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Estimated Projected Cost

Scope of Work:

RC Election

One Consultant – Caesar Lopez @ \$225 per hour

Maximum Weekly Hours not to exceed 36hrs

Assignment Location – Travis AFB, CA

If after starting the assignment The Burke Group and client determine that the scope of work needs to be expanded, all hours worked over the original Letter of Engagement will be billed at the hourly rates stated in the Letter of Engagement until a revised Letter of Engagement is provided for the client's approval and signature.

You shall, at all times have the right to terminate TBG's services upon written notice to that effect. TBG shall, at all times, have the right to terminate our engagement if management fails to cooperate with us in any way which we may reasonably request, fails to timely pay statements for fees and costs, or in the event that we determine, totally within our discretion, that it would be unethical or impractical to continue our representation.

Both parties agree that this agreement shall be deemed fully enforceable and governed by the applicable laws of the State of California. Further, in the event of any material dispute arising out of this Agreement, specifically BALFOUR BEATTY COMMUNITIES agrees that it will be liable for any and all legal fees incurred by TBG.

If the foregoing terms and conditions are acceptable to you, please sign, date, and return two copies of this agreement to our corporate office. We appreciate the opportunity to work with you on all labor matters as they may occur and appreciate our association with you.

Very truly yours,

David J Burke

David J. Burke,
Chairman of the Board/CEO



The Burke Group

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ELECTRONIC SIGNATURES

In accordance with federal law, the parties shall execute this Agreement electronically – binding the parties to the same degree as a handwritten signature – by using the following process to create an electronic symbol signifying an intent to be legally bound. Each party must fill in the name, title, and date below, and insert a blackened box ("■") at the end of the line marked "Electronic Signature (*Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation*)". This Agreement shall not be binding on either party until both parties have electronically executed versions of the Agreement that are identical (apart from the electronic execution) and delivered the same to the other party by electronic mail as an attachment. Each party shall retain a paper copy of the electronic mail and attached executed Agreement received from the other party.

Approved and authorized by BALFOUR BEATTY COMMUNITIES:

Name: *Kimberly Phillips*
Title: *SVP HR*
Date: *12/20/11*

Electronic Signature

(*Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation*): ☐

Approved and authorized by The Burke Group:

Name: David Burke
Title: Chairman of the Board/CEO
Date: December 13, 2011

Electronic Signature

(*Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation*): ☐

*This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking "Insert." Alternatively, one can use the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."

