

PROJECT LABOR AGREEMENT

This Project Labor Agreement (“Agreement” or “PLA”) is made on the latest day undersigned (“Effective Date”) by and between the City of Providence, a Rhode Island municipality (“Owner”); [Full Legal Name of Construction Manager/General Contractor], a [state of formation] [entity type] (“GC”); and the [Full Legal Name of Trades Council or Coalition], for and on behalf of the labor organizations listed on Exhibit A (each a “Union” and collectively the “Unions”). The Owner, GC, and the Unions are each a “Party” and collectively the “Parties.”

WHEREAS, Providence City Hall, located at 25 Dorrance Street, Providence, RI 02903, is in need of extensive exterior renovations;

WHEREAS, these renovations will be conducted in multiple phases and will require the work of masons, metalworkers, roofers, and other trade laborers (“the Project”);

WHEREAS, pursuant to Rhode Island law, Owner engaged William E. O’Gara of Pannone Lopes Devereaux & O’Gara LLC to conduct a project labor agreement feasibility study for the Project and to prepare a report (Exhibit B); and

WHEREAS, that feasibility study determined that use of a project labor agreement for this Project would address and ameliorate potential work stoppages and hold ups and would be consistent with Rhode Island law;

THEREFORE, with respect to the Project, the Parties agree as follows:

1. Definitions

- 1.1. “Agreement” or “PLA” means this Project Labor Agreement, including all Exhibits, incorporated documents, and any executed Assent Agreements.
- 1.2. “Apprentice” means an individual registered in a bona fide apprenticeship program approved by the Rhode Island Department of Labor and Training and meeting all statutory and contractual requirements.
- 1.3. “GC” means the General Contractor responsible to the Owner for overall project delivery, including procurement, coordination, and management of trade Contractors and Subcontractors.
- 1.4. “Contract” means the prime contract between the Owner and GC for the Project.
- 1.5. “Contractor” means any contractor, trade contractor, or subcontractor of any tier that performs Covered Work on the Project.
- 1.6. “Covered Work” has the meaning set forth in Section 3.2.
- 1.7. “Disadvantaged Business Enterprise” or “DBE” means any business meeting the definition under 220-RICR-80-10.1, including MBEs and WBEs as applicable.

- 1.8. “Disadvantaged Worker” means a worker who meets criteria established by the Owner under Section 9, including [local residency, low-income, justice-involved, veteran, underrepresented group, or other criteria to be defined].
- 1.9. “Hiring Hall” means the Union referral system applicable to a craft under its Local Collective Bargaining Agreement.
- 1.10. “Local Collective Bargaining Agreement” or “Local CBA” means the current and successor agreements between a Union and its signatory employer association(s) listed on Exhibit A that are incorporated as provided in Section 8.
- 1.11. “Owner” means the public entity described above, including its authorized representatives, project management consultants, and agents.
- 1.12. “The Project” means the public works exterior renovations project at Providence City Hall.
- 1.13. “Project Worksite” means the physical location(s) where Covered Work is performed, including laydown, staging, fabrication adjacent to or dedicated for the Project, and other support areas within the Geographic Scope defined in Section 4.
- 1.14. “Union” means each labor organization signatory to this Agreement, either directly or through the Trades Council, and any of their affiliated local unions with jurisdiction over Covered Work on the Project.
- 1.15. “Union-Signatory Contractor” means a Contractor that is party to one or more Local CBAs with a Union for the applicable craft(s).
- 1.16. “Non-Signatory Contractor” means a Contractor that is not otherwise party to a Local CBA but that becomes bound to this Agreement by executing a Letter of Assent (Exhibit C).
- 1.17. “Work Rules” means the supplemental site-specific work rules adopted for the Project, which may be amended at Owner’s sole discretion at any time, and attached as Exhibit D.
- 1.18. “Prevailing Wage Laws” means R.I.G.L. § 37-13-7 and any other applicable wage determination or public works compensation statutes or regulations applicable to the Project.

2. Parties; Intent and Purpose

- 2.1. **Parties.** The Parties to this Agreement are the Owner, the GC, and the Unions on behalf of their affiliated locals identified in Exhibit A. Contractors and Subcontractors of any tier become bound to this Agreement only by executing the Letter of Assent (Exhibit C) and are thereafter considered Parties for purposes of performance and enforcement of their obligations.
- 2.2. **Intent.** The Parties enter into this Agreement to promote the efficient, timely, and economical completion of the Project; to ensure labor harmony, stability, and continuity of work; to provide fair employment and training opportunities; and to establish uniform standards for wages, benefits, safety, and working conditions for Covered Work.
- 2.3. **No Third-Party Beneficiaries.** Except as expressly stated, there are no intended third-party beneficiaries.

3. Project Description and Covered Work

- 3.1. **Project Description.** The Project consists of the planning, construction, and commissioning of extensive repairs to and restoration of the exterior of the City Hall building, including roofing repairs and a full exterior masonry restoration and repointing. Full Project scope is defined in the construction documents and specifications included in the Project Request For Proposals (RFP).
- 3.2. **Covered Work.** Covered Work includes all on-site construction, alteration, demolition, repair, improvement, renovation, painting, decorating, installation, material handling at the site, on-site fabrication, building and heavy/highway work, and related craft labor performed within the Project Worksite for the Project, including warranty and punch-list work, and off-site fabrication dedicated exclusively to the Project within the Geographic Scope, except as excluded below.
- 3.3. **Exclusions.** Covered Work does not include the work of: (a) Owner employees; (b) non-manual professional, design, administrative, procurement, or delivery activities except as otherwise covered by Local CBAs; (c) equipment vendors' technical representatives performing inspection, start-up, commissioning, or training; (d) off-site fabrication not dedicated to the Project; and (e) work by public utilities under their franchise obligations.
- 3.4. **Conflicts.** In the event of a conflict between this Agreement and Contract requirements for Covered Work, this Agreement governs labor relations; the Contract governs scope, quality, and technical requirements.

4. Term and Geographic Scope

- 4.1. **Term.** This Agreement becomes effective on the Effective Date and continues through Final Completion of the Project and acceptance by the Owner, including closeout, punch-list, and warranty work performed during the warranty period through one year following substantial completion of the project scope, unless earlier terminated under Section 17.
- 4.2. **Geographic Scope.** This Agreement applies to Covered Work performed at or within 25 Dorrance St, Providence, RI and the neighboring streets (Eddy St, Washington St, Dorrance St, and Fulton St) and to off-site fabrication facilities located within the United States when dedicated exclusively to the Project.

5. Union Recognition and Exclusive Bargaining Representative

- 5.1. **Recognition.** For Covered Work, the Owner and GC recognize the Unions as the exclusive bargaining representatives for their respective crafts and classifications at the Project Worksite.
- 5.2. **Employees.** Contractors performing Covered Work shall employ their employees under the terms of this Agreement and the applicable Local CBAs incorporated under Section 8.
- 5.3. **No Other Agreements.** For Covered Work at the Project Worksite, this Agreement, together with applicable Local CBAs, exclusively governs wages, benefits, hours, and working conditions to the extent not inconsistent with Prevailing Wage Laws and public contracting requirements.

6. No-Strike/No-Lockout; Dispute Resolution

- 6.1. **No-Strike/No-Lockout.** For the duration of this Agreement, there shall be no strikes, sympathy strikes, work stoppages, slowdowns, picketing, or other disruptive activities by the Unions or employees, and no lockouts by the Owner, GC, or any Contractor, concerning any matter subject to this Agreement or any Local CBA governing Covered Work on the Project.
- 6.2. **Expedited Grievance Procedure.** Disputes arising under this Agreement, other than jurisdictional disputes under Section 11.6, shall be resolved as follows:
- 1.1.1. The job steward and the Contractor's on-site representative shall meet within one business day of notice to attempt resolution.
 - 1.1.2. If unresolved, the Business Representative and the Contractor's project manager shall meet within two business days.
 - 1.1.3. If still unresolved, the dispute shall be submitted to the GC and the Trades Council for a written position within three business days.
 - 1.1.4. If unresolved, the matter shall be submitted to final and binding arbitration before a single impartial arbitrator, selected by the Parties within two business days, or appointed by [neutral appointing authority] upon request. A hearing shall occur within five business days of appointment, with a written award issued within five business days thereafter.
- 6.3. **Arbitration Powers.** The arbitrator shall have authority to interpret and apply this Agreement and applicable Local CBAs as incorporated, but shall have no authority to modify the terms. The award shall be final and binding on the Parties, subject to any rights under the Public Works Arbitration Act, Chapter 16 of Title 37 of the Rhode Island General Laws.
- 6.4. **Interim Relief.** To preserve labor peace, the arbitrator may issue interim orders. The Parties shall maintain the status quo and continue working pending resolution.
- 6.5. **Damages.** Violations of Section 6.1 may result in equitable relief and damages as provided in Section 17.

7. Management Rights and Contractor Rights

- 7.1. **Owner/GC Rights.** Subject to this Agreement and the Contract, the Owner and GC retain full authority to determine project delivery methods; select Contractors; schedule and sequence work; establish quality, safety, and performance standards; issue directions; require removal of individuals for just cause consistent with law; and contract for materials, supplies, and equipment.
- 7.2. **Contractor Rights.** Each Contractor retains the right to manage and direct its workforce; determine the number of employees required; assign work consistent with craft jurisdiction; select supervisors (except where covered by Local CBAs); and enforce reasonable workplace rules, subject to this Agreement, the Local CBAs, and law.
- 7.3. **Efficient Operations.** Nothing herein restricts the right to use the most efficient methods, procedures, tools, equipment, or technologies, consistent with safety and craft jurisdiction.

8. Hiring Hall, Referral, and Equal Employment Opportunity

- 8.1. **Referral.** Contractors shall first request qualified workers through the Hiring Hall of the appropriate Union in accordance with its referral procedures, provided such procedures are non-discriminatory and consistent with law. The Hiring Hall shall dispatch requested classifications within [time period] of request.
- 8.2. **Supplements.** If the Hiring Hall cannot timely dispatch sufficient qualified workers, the Contractor may employ qualified applicants from any source, who shall be referred to the appropriate Union for dispatch and tender of periodic dues or service fees to the extent permitted by law.
- 8.3. **Key Employees.** A Contractor may designate up to [number or percentage] of key employees per craft as core employees, subject to verification of qualifications and compliance with referral procedures in Exhibit D.
- 8.4. **Nondiscrimination.** All Parties shall comply with applicable federal, state, and local equal employment opportunity, fair employment, and anti-discrimination laws and regulations. No person shall be discriminated against based on race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, veteran status, or other protected status.
- 8.5. **EEO Compliance.** Contractors shall implement EEO policies, maintain required postings, and provide periodic EEO reports to the Owner as specified in Section 16.
- 8.6. **Right-to-Work/Union Security.** Any union security or dues requirements shall be applied only to the extent permitted by applicable law and prevailing wage requirements.

9. Wages, Fringe Benefits, Apprenticeship, and Workforce Development

- 9.1. **Wages and Benefits.** For Covered Work, Contractors shall pay wage rates and fringe benefits in accordance with the higher of: (a) applicable Prevailing Wage Laws; or (b) the applicable Local CBAs listed in Exhibit A, to the extent not inconsistent with public contracting requirements.
- 9.2. **Contributions.** Contractors shall make fringe benefit contributions to the applicable Union trust funds as required by the Local CBAs for work performed on the Project, subject to Prevailing Wage Laws and any required bona fide plans.
- 9.3. **Apprenticeship.** Contractors shall employ Apprentices in accordance with Rhode Island General Laws § 28-45-1 *et. seq.* and the Local CBAs, with a goal of at least 15% of total craft labor hours performed by registered Apprentices across the Project, subject to availability and ratio limits.
- 9.4. **Local Hire Goals.** The Parties agree to good-faith efforts to achieve local hire goals of [percentage]% of total craft labor hours by residents of [defined local hire area], with reporting under Section 16.
- 9.5. **Disadvantaged Workforce Goals.** The Parties agree to good-faith efforts to achieve [percentage]% of total craft labor hours performed by Disadvantaged Workers.

- 9.6. **Workforce Development.** The Parties will coordinate with Building Futures RI to facilitate outreach, pre-apprenticeship, and pipeline programs, with commitments detailed in **a Workforce Plan approved by the Owner.**
- 9.7. **Enforcement.** Failure to meet mandatory statutory goals shall be addressed per applicable law. For voluntary goals, the GC shall demonstrate good-faith efforts including outreach, utilization tracking, and remedial measures approved by the Owner.

10. Safety Program Requirements

- 10.1. **Safety Plan.** The GC shall implement a Project Safety Plan (**Exhibit E**) meeting or exceeding Title 28, Chapter 20 of the Rhode Island General Laws, including site-specific orientation for all workers.
- 10.2. **Compliance.** All Parties shall comply with the Safety Plan, Owner rules, and lawful directives of safety personnel.
- 10.3. **Stop Work.** The GC may issue stop-work orders for imminent danger. Such orders shall not be considered lockouts under Section 6.1.
- 10.4. **Training.** All workers shall maintain current certifications required by law and the Safety Plan, including [e.g., OSHA-10/30, CPR/First Aid], as applicable.
- 10.5. **PPE and Housekeeping.** Contractors shall provide required PPE and maintain good housekeeping and hazard controls per the Safety Plan.

11. Work Rules; Hours; Overtime; Jurisdiction

- 11.1. **Work Rules.** Project Work Rules are set forth in **Exhibit D** and shall apply uniformly to all Contractors and crafts, to the extent consistent with this Agreement, the Contract, and law.
- 11.2. **Hours and Shifts.** Standard workday and workweek, shift schedules, reporting times, and make-up days shall be as set forth in **Exhibit D**, subject to Owner needs.
- 11.3. **Overtime and Premium Pay.** Overtime and premium pay shall be paid in accordance with the higher of applicable law, Prevailing Wage Laws, or the applicable Local CBAs.
- 11.4. **Holidays.** Recognized holidays and related work premiums shall be as provided in **Exhibit D**, consistent with applicable Local CBAs and Owner requirements.
- 11.5. **Travel/Subsistence.** To the extent required under applicable Prevailing Wage Laws, Rhode Island General Laws § 37-13-7, or Local CBAs, travel and subsistence allowances shall be paid.
- 11.6. **Jurisdictional Disputes.** Jurisdictional disputes among Unions shall not delay the work and shall be resolved without strikes or work stoppages by the following procedure:
- 11.6.1. Immediate assignment of work by the Contractor based on existing agreements, area practice, or prior decisions.
- 11.6.2. Prompt conference among affected Unions and the Contractor within one business day

- 11.6.3. If unresolved, referral to the [impartial jurisdictional determination procedure] for final and binding determination within [timeframe], with interim assignment maintained.
- 11.6.4. No damages or back pay shall be assessed against the Owner or GC due to interim assignments.

12. Subcontracting; Flow-Down; Assent Agreements

- 12.1. **Subcontracting.** All Contractors shall include in every subcontract of any tier for Covered Work a requirement to comply with this Agreement and the Exhibits.
- 12.2. **Letter of Assent.** Before commencing Covered Work, each Contractor and Subcontractor of any tier shall execute and deliver to the GC and Trades Council a Letter of Assent in the form of Exhibit C.
- 12.3. **Enforcement.** Failure to obtain executed Letters of Assent may result in withholding of payments, suspension of work, or replacement of the non-complying entity, in addition to remedies under Section 17.
- 12.4. **No Circumvention.** No Contractor shall subcontract to any person or entity for the purpose of avoiding this Agreement.

13. Compliance with Prevailing Wage and Public Contracting Requirements

- 13.1. **Prevailing Wage.** All Covered Work shall comply with applicable Prevailing Wage Laws, including payment of prevailing wage rates, fringe benefits, training contributions, and recordkeeping requirements under Rhode Island General Laws § 37-13-7.
- 13.2. **Public Bidding and Contracting.** This Agreement shall be implemented consistent with applicable public bidding, procurement, prompt payment, and contracting statutes and regulations, including Chapter 55 of Title 45 of the Rhode Island General Laws.
- 13.3. **Records Access.** Contractors shall maintain certified payrolls and other records required by Prevailing Wage Laws and make them available to the Owner and authorized agencies as provided in Section 16.
- 13.4. **Conflicts.** If any provision of a Local CBA conflicts with a mandatory requirement of Prevailing Wage Laws or public contracting requirements, the mandatory requirement controls.

14. Insurance, Bonding, and Indemnification

- 14.1. **Insurance.** Contractors shall maintain insurance types and limits required by the Contract and law, naming the Owner and GC as additional insureds as required.
- 14.2. **Bonds.** Performance and payment bonds shall be furnished as required by Rhode Island General Laws § 37-13-14 and the Contract, in penal sums of 100% of the awarded contract, as defined in the project RFP.
- 14.3. **Indemnification.** To the fullest extent permitted by law, Contractors shall indemnify, defend, and hold harmless the Owner, GC, and their officers, employees, and agents from and against

claims arising out of or resulting from the performance of the Contractor's Covered Work, except to the extent caused by the indemnitee's sole negligence or willful misconduct.

15. Drug and Alcohol Policy

The GC shall implement a Project-wide drug and alcohol policy consistent with applicable law and Owner requirements, including testing protocols, rehabilitation resources, and due process safeguards, to be appended to Exhibit E or a separate exhibit [Exhibit F] upon Owner approval.

16. Records, Audits, and Reporting

- 16.1. **Certified Payrolls.** Contractors shall submit certified payrolls and related compliance documentation in the format and frequency required by Prevailing Wage Laws and Owner directives.
- 16.2. **EEO/Workforce Reports.** Contractors shall provide monthly workforce utilization reports by craft, including hours worked by residents of the local hire area, Disadvantaged Workers, Apprentices, and demographic data as permitted by law.
- 16.3. **Access and Audit.** The Owner, GC, and their designees shall have reasonable access to relevant books and records to verify compliance with this Agreement, subject to privacy laws.
- 16.4. **Data Systems.** Contractors shall use the Owner's approved compliance systems for submissions.
- 16.5. **Retention.** Records shall be retained for not less than five years after Final Completion or longer if required by law.

17. Default, Remedies, and Termination

- 17.1. **Default.** A Party is in default if it materially breaches this Agreement and fails to cure within 15 business days after written notice describing the breach with reasonable specificity.
- 17.2. **Remedies.** Upon default, the non-breaching Party may pursue any remedies available at law or in equity, including specific performance, injunctive relief, damages, withholding of payments (for Contractors), suspension of work, removal from the Project, or termination of the subcontract or employment for Covered Work, subject to due process and public contracting requirements.
- 17.3. **Emergency Relief.** For violations that threaten imminent disruption to the work or safety, the Owner or GC may seek immediate temporary, preliminary, or permanent injunctive relief from a court of competent jurisdiction, without prejudice to arbitration under Section 6.
- 17.4. **Termination for Convenience.** The Owner may terminate this Agreement for convenience if the Project is canceled or materially changed, upon 30 days' written notice, without liability except for obligations accrued through the termination date, consistent with public contracting law.
- 17.5. **Survival.** Provisions relating to dispute resolution, indemnification, records retention, and warranty or punch-list work survive Final Completion and any termination as applicable.

18. Notices

- 18.1. **Method.** Notices shall be in writing and deemed given when delivered personally, by recognized overnight courier, or by certified mail, return receipt requested, to the addresses below or as updated by notice.
- 18.2. Addresses.
- 1.1.1. Owner: City of Providence, Attn: Dan Kittridge - Project Manager, 25 Dorrance St, Providence, RI 02903, dkittridge@providenceri.gov
 - 1.1.2. GC: [name, title, address, email]
 - 1.1.3. Trades Council: [name, title, address, email]
 - 1.1.4. Union(s): [names/addresses or reference to Exhibit A contact list]
- 18.3. **Electronic Communications.** Courtesy copies may be sent by email; however, email alone does not constitute formal notice unless expressly agreed in writing.

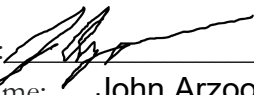
19. Severability; Governing Law and Venue; Entire Agreement

- 19.1. **Severability.** In the event any provision contained herein is found to be legally unenforceable, all other provisions of this Contract shall remain in full force and effect as if the unenforceable provision was never made a part of this Contract.
- 19.2. **Governing Law.** This Contract shall be governed by and construed under the laws of the State of Rhode Island, without regard to its conflicts of law principles. Any litigation under this Contract shall be resolved in the Rhode Island state courts or the federal court sitting in Rhode Island.
- 19.3. **Entire Agreement; Amendments.** This Agreement, including all Exhibits, constitutes the entire agreement among the Parties regarding the subject matter and supersedes prior agreements or understandings concerning the Project's Covered Work. Amendments must be in writing and executed by the Owner, GC, and the Trades Council on behalf of participating Unions.
- 19.4. **Counterparts.** This Contract may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument, and any of the parties or signatories may execute this Contract by signing each counterpart. A copy or facsimile of a signature shall be binding upon the signatory as if it were an original signature.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the Parties have executed this Project Labor Agreement as of the Effective Date.

CITY OF PROVIDENCE

By: 
Name: John Arzoomanian
Title: Director of Public Property
Date: 08/12/2026

[FULL LEGAL NAME OF GENERAL CONTRACTOR]

By: _____
Name: _____
Title: _____
Date: _____

[FULL LEGAL NAME OF TRADES COUNCIL]

On behalf of the Unions listed in Exhibit B

By: _____
Name: _____
Title: _____
Date: _____

[UNION NAME AND LOCAL NO.]

By: _____
Name: _____
Title: _____
Date: _____

[Repeat signature blocks for each participating Union as needed.]

Exhibit A: Craft Local CBAs and Contacts

The following Local CBAs are incorporated to the extent provided in Section 9, and copies are on file with the GC and available upon request.

1. [Union/Local]: Agreement with [Employer Association], effective [dates]. Hiring Hall contact: [name, phone, email, dispatch hours].
2. [Union/Local]: Agreement with [Employer Association], effective [dates]. Hiring Hall contact: [name, phone, email, dispatch hours].
3. [Add additional Unions/Locals as applicable].

Note: Where multiple CBAs could apply to a classification, the Contractor's assignment of work under Section 11.6 governs pending resolution of jurisdiction.

EXHIBIT B – Feasibility Study

DRAFT

PROVIDENCE CITY HALL

PROJECT LABOR AGREEMENT ANALYSIS

Background

Providence City Hall is located at the southwest end of Kennedy Plaza. Built in 1878, Providence City Hall is now listed on the National Register of Historic Places. The building's construction is of iron and brick, faced with Westerly granite on the Dorrance and Washington Street sides and New Hampshire granite on the other two sides. The sidewalks are granite blocks, 5 to 6 feet wide and 18 to 20 feet long. The entire structure was built on an artificial foundation set atop 3,128 pilings driven deep into the underlying hardpan. The existing roof is comprised of slate, membrane, and copper detailing.

The building is one of the most prominent historic structures in the City but has been left without proper maintenance for years. In November, 2024 DBVW Architects issued a Condition Assessment Summary that identified multiple exterior deficiencies related to deteriorated and failed roofing materials, defects in the eaves, roof drainage, exterior walls as well as deteriorated ornamental metal work. These deficiencies have allowed for water intrusion and damage to the interior of the building.

The City is now beginning a multi-phase effort to completely restore the exterior of the building, repairing decades of damage and decay. The City engaged DBVW Architects to study the history of the building, evaluate its existing conditions, and develop plans to restore the building to its original historic character while improving some of the inherent issues with the original 1878 design.

Overview of Project

Providence City Hall has experienced reoccurring leaks due to wear on the building's roof as well as issues with the original design. Observed leak areas are located throughout the upper interior floors, including the perimeter offices, archives, and crawl spaces. Rainwater drain leaks

have contributed to water accumulating in the basement. All interior areas are currently fully occupied by office and administrative staff.

Based on the extensive damage and wear to the building, following a year of investigating history and existing conditions, the City and DBVW have developed plans for a phased restoration of the building to its original watertight status. The full restoration of the building will be completed in several phases over many years and the scope of work for this project consists of Phase I. Phase I will restore the building's main dome and two "front" roof pavilions facing Kennedy Plaza. Future phases will restore the remaining roof systems, including low slope roofs, gutters, and rainwater drains as well as a full masonry restoration and repointing.

Phase I will include the following projects: Full replacement of the slate shingle high-slope roof system, including underlayment, removal, restoration, and reinstallation of all decorative copper elements, in place cleaning, repair, and waterproofing of cast iron elements, removal of existing low-slope roof systems, cleaning, repair, and repointing of all masonry, cleaning, repair, and replacement of existing gutter systems, and the design and construction of scaffolding required to perform this work.

City Hall must remain active during the period of construction; the contractor will need to coordinate the work with the owner to minimize the impact on the occupants of the building. The contractor shall also coordinate the logistics of material storage and laydown space as well as debris removal with the owner taking into account the specific challenges of working in the very limited space surrounding City Hall.

The contractor will be responsible for timely removal of all construction debris and demolished materials from the site. Earlier hazardous materials testing has identified that much of

the sealants and putties used on roof penetrations on City Hall contain asbestos, so appropriate demolition and disposal controls will need to be followed with these materials.

Legal Framework

The City is subject to the requirements of the Rhode Island municipal procurement law, R.I. Gen. Laws § 45-55-1. A primary goal of competitive bidding statutes like § 45-55-1 is “(1) protection of the public fisc by obtaining the best work at the lowest possible price; and (2) prevention of favoritism, improvidence, fraud and corruption in the awarding of public contracts.” Associated Builders & Contractors v. Department of Administration, 787 A.2d 1179, 1180 (R.I. 2002) (quoting New York State Chapter v. New York State Thruway Authority, 666 N.E. 2d 185, 190 (N.Y. 1996)), see also Kayak Center v. Narragansett, 116 A.3d 250, 258 (R.I. 2015).

A project labor agreement (“PLA”) is a pre-hire collective bargaining agreement that applies to a specific project. The use of PLAs dates back to the 1930s and the agreements have been used by owners in connection with both public and private projects. The primary benefit is labor peace for the duration of the project. The agreement is binding on the local construction unions and requires that the unions work continuously to complete the project. Consequently, even if a particular union strikes, it agrees to continue to work on the project so that there is no work stoppage. It further provides that unions may not picket or disrupt the project. In addition if there are “jurisdictional disputes” – essentially a dispute regarding which trade workers will perform a particular task – such disputes will be resolved without interfering with the performance of the work. Finally, the expiration of a collective bargaining agreement will not impact work – the union is obligated to continue to man the project and perform work.

Balanced against the advantages of a PLA, an owner needs to consider the principal disadvantage – the risk of reduced competition. By its nature, a PLA generally discourages open-

shop contractors from competing for work because they may not wish to adhere to the requirements of the PLA.

When evaluating the use of a PLA, the public authority must consider the size, timing and complexity of the Project. Associated Builders, 787 A.2d at 1181. In addition, the public authority must evaluate whether use of a PLA is consistent with the goals of the competitive bidding. This requires an evaluation of the potential impact on competition.

Size, Complexity and Timing

When evaluating size and complexity, it is important to consider the nature of the work. Phase I bears little resemblance to a conventional roofing project on a modern structure. Modern commercial roofing typically involves installation of a singly-ply membrane system. The systems are flexible, lightweight and install quickly. The installation involves only one trade – roofers. In contrast, Phase I will encompass restoration and replacement of existing roofs and extensive repairs to historic copper and cast-iron components as well as masonry work. It is anticipated that this will require multiple trades including skilled labor in the roofing, sheet metal, carpentry and masonry trades. Lastly, it is anticipated that laborers will be utilized to assist with the work and the assembly and disassembly of scaffolding necessary to perform the work as well as perform work in connection with demolition work. The anticipated cost of Phase I is \$10,000,000.

The schedule for completion calls for 12-month period of performance with the work to be done by summer/fall 2027. The City anticipates that when Phase I is completed, it will be able to move forward with related repairs encompassed in Phase II, a \$20,000,000 to \$25,000,000 project.

As noted above, the work site presents a challenge because of City Hall's location and the need to remain open during construction. The small size of site and proximity to public streets will likely limit the ability of the general contractor to use multiple gates for workers or the job.

The schedule and nature of the work will require that multiple trades are on the site at the same time. For example, a roofing contractor would be onsite with roofers and multiple specialty trade workers for the copper repairs and iron work are likely to be onsite with masons and laborers. All off the work would be in close proximity to other trades completing work. In addition, delays by one trade can impact other trades and magnify delays.

Risk of Labor Disruption

The risk of labor disruption is increased by the number of trades that will need to be engaged to complete the work. As previously noted, a new roof on a modern building generally involves just a single trade. Here there will be multiple trades with different types of work needed to complete the project.

Because this is a prevailing wage project, there is likely to be a significant participation by union labor with or without a PLA. Union contractors compete effectively for public projects in this market and the building trades have a strong presence in the market, particularly when the work involves public projects of this magnitude.

Multiple trades will work on the Project, which creates a risk of a labor contract expiring during the Project and there could be labor disruption. In the next year the carpenters and iron workers' contracts will expire. Exhibit 1.

Additionally, labor disputes regarding jurisdictional issues can occur. For example, there can be clashes related to different trades claiming the right to perform certain work. A PLA would include language that prevents this type of dispute from impacting work.

Lastly, the location of the project is significant. The City Hall is bordered on all sides by public streets. A reserve gate is a mechanism allowed under federal labor law to limit picketing to a single location on a construction site. To the extent a union set up a picket to protest a non-

union subcontractor on the site, the location of City Hall could complicate utilization of a reserve gate to limit the impact of picketing.¹

Impact on Competition

The relatively large size of the project and specialized work are important considerations when evaluating the impact on competition. The size of the project means that as a practical matter few (if any) Rhode Island roofing contractors have the size and resources to tackle Phase I. In recent years larger contractors in the roofing trade in New England have acquired smaller contractors and become larger regional competitors. An investigation of likely contractors with the capability to complete this work indicates this pool is relatively small and consists of large roofing contractors headquartered out of Rhode Island but that will compete for large Rhode Island roofing projects. For example, Greenwood Industries is headquartered in Worcester, Massachusetts, with offices in Rhode Island and is a likely bidder. Greenwood is signatory with multiple trade unions including roofers and sheet metal workers. It has extensive experience completing architectural metal and historic restoration work similar to that Phase I. It also successfully competed for public projects in Rhode Island.

Another likely competitor for the work is Titan Roofing. This company is also headquartered in Massachusetts. It is also a union contractor and is signatory with the roofers and sheet metal unions. It has completed multiple projects that are similar in scope that included ornamental metal, slate and masonry work.

Commercial Roofing & Contracting Inc. has also been identified as a likely bidder. It performs work in Connecticut, Rhode Island and Massachusetts. Like the other contractors

¹ Federal labor law allows construction unions to picket work sites where non-union contractors are engaged. See Southwest Regional Council of Carpenters, 356 NLRB 613 (2011).

identified, it has the capability to complete large complicated roofing projects and is also signatory with different trade unions.

Given the limited pool of contractors that will likely be able to complete the work and the fact that these contractors are signatory meaning they are obligated to use union labor, the impact of a PLA on competition is likely to be very limited. The reason for this conclusion is that a PLA discourages non-union contractors from bidding. When the pool of likely contractors is comprised of union contractors, the PLA does not discourage competition. In the instant case, the pool of contractors is overwhelming, and perhaps exclusively union.

Conclusion

Because of the likely limited impact on competition and the nature of the work, use of a Project Labor Agreement would be consistent with the requirements of Rhode Island law.

Exhibit C: Optional Short-Form Letter of Assent

To: City of Providence and [Trades Council]

Re: Project Labor Agreement for Providence City Hall Envelope Restoration – Phase 1

The undersigned (“Contractor”) has been awarded a subcontract/contract for Covered Work on the above-referenced Project. By signing below, Contractor:

1. Acknowledges receipt of the Project Labor Agreement dated [Effective Date] and all Exhibits.
2. Agrees to be bound by and comply with all terms and conditions of the Agreement for all Covered Work performed by Contractor and its Subcontractors of any tier on the Project.
3. Agrees to require each Subcontractor of any tier performing Covered Work to execute and deliver this Letter of Assent before commencing work.
4. Authorizes the GC to withhold payments for noncompliance with the Agreement’s assent and reporting requirements.
5. Acknowledges that nothing herein obligates Contractor to become a party to any Local CBA except as required for performance of Covered Work under the Agreement and applicable law.

Contractor: [Legal Name]

By: _____

Name: _____

Title: _____

Date: _____

License/Registration No.: _____

Exhibit D: Work Rules

The following Project Work Rules apply uniformly to all Contractors and employees performing Covered Work:

1. Work Hours: Standard workday [start–end], [days per week]; alternative shifts as scheduled by GC.
2. Reporting Time: Show-up pay and standby rules per [Local CBA/Prevailing Wage], as applicable.
3. Overtime: Paid per higher of law, Prevailing Wage, or Local CBA. Pre-approval by GC required.
4. Holidays: Recognized holidays and premium rates as listed here: [list] or per applicable Local CBA where higher.
5. Access and Badging: All personnel must complete orientation and carry project identification; security screening may be required.
6. Tools and Equipment: Personal tools per craft lists; specialized equipment furnished by Contractor.
7. Site Conduct: No harassment, violence, weapons, or gambling; maintain clean work areas; comply with environmental controls.
8. Parking and Logistics: As designated by GC; observe traffic, delivery, and laydown protocols.
9. Key/Core Employees: Limits, qualifications, and verification procedures: [specify].
10. Emergency Procedures: Follow Safety Plan; report incidents immediately to GC and Owner.

Exhibit E: Project Safety Plan

The GC's Project Safety Plan is incorporated by reference and includes:

1. Roles and responsibilities for GC, Contractors, and Unions.
2. Site-specific hazard analysis and control measures.
3. Training and orientation requirements, including [OSHA-10/30] and craft/task certifications.
4. Incident reporting, investigation, and corrective action procedures.
5. Drug and alcohol policy [or cross-reference Exhibit F if separately appended].
6. PPE standards, emergency response, and coordination with public authorities.

[Optional Exhibit F: Drug and Alcohol Policy – to be inserted if separate from Safety Plan.]