**CITY OF PROVIDENCE CONTRACT ADDENDUM:
AMERICAN RESCUE PLAN ACT (ARPA)**

The contract to which this addendum is attached is made using federal assistance provided to the City of Providence by the U.S. Department of Treasury from the Coronavirus State and Local Fiscal Recovery Fund established pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (“ARPA”). The following terms and conditions apply to contractors and vendors entering this contract pursuant to ARPA, its applicable regulations, and/or as established by the U.S. Department of Treasury.

1. **Equal Employment Opportunity.** If this is a construction contract exceeding $10,000, Contractor and any subcontractors shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” Further, the clause provided under 41 CFR § 60-1.4(b) shall be considered part of this contract.
2. **Davis-Bacon & Copeland “Anti-Kickback” Acts.** If this is a construction contract exceeding $2,000, Contractor and any subcontractors shall comply with 40 USC §§ 3141-3144 and 3146-3148 and 29 CFR Part 5, requiring that contractors pay wages to laborers and mechanics at a rate not less than the prevailing wages specified by the U.S. Secretary of Labor and not less than once a week. Contractors and subcontractors must also comply with 40 USC § 276c, 18 USC § 874, and 29 CFR Part 3, requiring that deductions from workers’ pay be permissible and that contractors and subcontractors maintain and submit weekly payroll statements. The City shall report all suspected or reported violations to the U.S. Department of Treasury.

1. **Contract Work Hours and Safety Standards Act.** If this contract exceeds $100,000 and involves the employment of mechanics or laborers, Contractor and any subcontractor shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by U.S. Department of Labor regulations (29 CFR Part 5) requiring that laborers and mechanics receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week and cannot be required to work in unsanitary, hazardous, or dangerous working conditions; provided, however, that these requirements do not apply to the purchase of supplies or materials ordinarily available on the open market or contracts for transportation. Violations under this Act carry a liquidated damages penalty of $10 per day per violation, which may be withheld by the City of Providence from the money payable to the Contractor.
2. **Rights to Inventions Made Under a Contract or Agreement.** If this is a contract for the performance of experimental, developmental, or research work, Contractor shall comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
3. **Clean Air Act and the Federal Water Pollution Control Act.** If this contract exceeds $150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation to the Federal Emergency Management Agency and the Regional Office of the U.S. Environmental Protection Agency (“EPA”).
4. **Debarment and Suspension.** In accordance with Executive Orders 12549 and 12689, the Contractor shall not enter into any agreement, written or oral, with any subcontractor without the prior determination by the City of Providence of the subcontractor’s eligibility. A contractor or subcontractor is not eligible to receive funds if the contractor is listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.
5. **Byrd Anti-Lobbying Amendment.** If this contract exceeds $100,000, Contractor must file the certification required under 31 U.S.C. § 1352 certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
6. **Procurement of Recovered Materials.** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, to the extent applicable and in accordance with 2 CFR § 200.323.
7. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Contractor is prohibited from obligating or expending grant funds to contract, re-contract, procure, or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
8. **Domestic Preferences for Procurements.** Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as defined by 2 CFR § 200.322(b) (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this contract.