

K22-1027

**AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF NEW ORLEANS**

**AND**

**ARBOR E&T, LLC**

**D/B/A**

**EQUUS WORKFORCE SOLUTIONS**

**RFP No. 1025**

**THIS SECOND AMENDMENT** (the “Amendment”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Arbor E&T, LLC d/b/a/ Equus Workforce Solutions, represented by Mark Douglass, President (the “**Contractor**”). The City and the Contractor may sometimes be collectively referred to as the “**Parties**.” The Amendment is effective as of July 1, 2022 (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, on February 10, 2021, the City issued Request for Proposals No. 1025, seeking qualified entities to provide professional services including One-Stop Operator and WIOA Service Provider for the JOB1 Business and Career Solutions Center;

**WHEREAS**, the Workforce Innovation and Opportunity Act of 2014 (“WIOA” or the “Act”) was enacted to provide workforce development employment and training services to employers, job seekers, and underemployed workers through a coordinated and integrated network of workforce partners linked with education and economic development;

**WHEREAS**, the Governor of the State of Louisiana has designated the Parish of Orleans, City of New Orleans as a local Workforce Development Area pursuant to the Act;

**WHEREAS**, the City, through its Office of Workforce Development and the Workforce Development Board, has been allocated funding by the U.S. Department of Labor, Employment and Training Administration [Federal Award Identification Number (FAIN): AA-38532-22-55-A-22; Federal Award Date: 07/01/2022] for the provision of WIOA Catalog of Federal Domestic Assistance (CFDA) 17.258 Adult, WIOA CFDA 17.278 Dislocated Worker, and WIOA CFDA: 17.259 Youth activities, and services pursuant to the Act;

**WHEREAS**, the Contractor is a “Subrecipient” of the City, and the City selected the Contractor to perform the professional services described in RFP No. 1025;

**WHEREAS**, effective July 1, 2021, the City and Contractor entered into a Professional Services Agreement for services related to the operation of the JOB1 Business and Career Solutions Center (the “**Agreement**”);

**WHEREAS**, effective, January 17, 2022, the City and Contractor entered into Amendment One to provide additional funding to increase the compensation (“**Amendment One**”);

**WHEREAS**, the City desires to continue to engage the Contractor as the Operator and WIOA Service Provider for the JOB1 Business and Career Solutions Center Adult and Youth Programs in accordance with the Workforce Innovation and Opportunity Act, CFDA 17.258 Adult, CFDA 17.278 Dislocated Worker, and CFDA 17.259 Youth;

**WHEREAS**, The City and the Contractor, each having the authority to do so, desire to enter this Amendment to renew the agreement for an additional one (1) year through June 30, 2023, and to modify the amount of compensation; and

**NOW THEREFORE**, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1. **Extension.** In accordance with Article I, Section (D)(1) of the Agreement, the term is extended for an additional one (1) year from the Effective Date through June 30, 2023.

2. **Compensation.** The compensation described in Article IV, Section (A) of the Agreement (as modified in Amendment One) is increased by \$9,093,009.00, from \$10,758,644.40 to a total amount not to exceed **\$19,851,653.40**.

3. **Special Conditions for WIOA One Stop Operator and Service Provider Contracts.** The “Special Conditions,” attached as Exhibit “A” to this Agreement, are expressly incorporated into the Agreement and effective immediately, if the City has indicated it will or may seek reimbursement under the Workforce Innovation and Opportunity Act of 2014 in the procurement documents or upon the City’s notice to the Contractor that the City intends to seek reimbursement under the Workforce Innovation and Opportunity Act of 2014 in connection with the work to be performed under this Agreement.

4. **Additional Miscellaneous Provisions.** The following terms and conditions are added to the Agreement:

**ARTICLE I - THE CONTRACTOR’S OBLIGATIONS**

*(Article I, Section A, Subsection “(7)(e)” amended as follows)*

**A. Services.** The Contractor will, in accordance with the schedule approved by the City:

7. Accomplish the following deliverables:

**e. Other Workforce Development Programs:** At the discretion of the Mayor and the New Orleans Workforce Development Board, the Contractor will:

1. Administer services and activities for the United States Department of Labor’s CAREER National Dislocated Worker Grant in alignment with the Federal Award Terms and the approved grant Statement of Work.

2. Operate and manage any additional Workforce Development Programs where the City receives grants, or other sources of funding to be governed by the New Orleans Workforce Development Board and/or the Mayor's Office of Workforce Development for the provision of workforce development services through the JOB1 Business and Career Solutions Center, including but not limited to National/Disaster Dislocated Worker Grants, other federal, state, or locally funded workforce development grants, and philanthropic or privately funded work development grant opportunities.
3. Collaborate with regional partners for the management, implementation, and monitoring of funding received for regional workforce development activities.

*(Article I, Section "C" Amended as follows)*

**C. Compliance with Laws.** The Contractor, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws and ordinances.

1. The Contractor will:
  - a. Monitor and oversee the JOB1 Business and Career Solutions Centers services in accordance with WIOA Adult, Dislocated Worker, and Youth, as well as other relevant federal, state, and local requirements; and
  - b. Provide a written response and Corrective Action Plan for all observations and findings within ten (10) working days of receipt of any Draft or Final Monitoring Reports from the City, Louisiana Workforce Commission, or the U.S. Department of Labor. Contractor agrees that delinquent monitoring report responses/corrective actions may negatively impact the program administratively, financially, and programmatically and will make every effort to prioritize all corrective action plans in a way that maximizes monitoring and audit resolution effectiveness. Contractor also agrees that sanctions may be applied as deemed appropriate by the City for failure to address or resolve observations and findings in a timely and efficient manner.
  - c. Create and submit to the City a corrective action plan addressing the reported failure to comply with achievement of performance of negotiated WIOA Measures within forty-five (45) calendar days of issuance of notice. LWC will negotiate with each LWDB on performance of WIOA Measures and will report outcomes as exceeded, met, or failed. This report shall include the specific core indicators of performance measures, and specific changes and steps needed to meet core indicators. Failure to comply may result in penalties for noncompliance, including the cancellation of this agreement.

## **ARTICLE IV – COMPENSATION**

*(Article IV, Sections "A" and "B" amended as follows)*

### **A. Rate of Compensation.**

1. Under this Amendment, the City will increase the pay to the Contractor by the following amount: Nine Million Ninety-Three Thousand Nine and 00/100 Dollars. (\$9,093,009.00) on a monthly cost reimbursement basis. The breakout is as follows:

WIOA Adult \$1,869,349.00, Dislocated Worker \$1,478,921.00, Youth \$1,825,857.00 and Disaster Dislocated COVID \$51,540.00, Disaster IDA \$1,142,243.00, DDWG CAREERS \$2,657,099.00; NOLA Summer \$68,000.00.

**FUNDING INFORMATION**

Funding Source: U.S. Department of Labor, Employment and Training Administration  
Federal Award Identification Number (FAIN): AA-38532-22-55-A-22  
Federal Award Date: 07/01/2022  
Total Amount of Federal Funds Obligated to Subrecipient: \$5,342,201  
Total Amount of the Federal Award: Youth: \$15,380,021; Adult: \$14,842,227; Dislocated Worker: \$16,817,514  
Catalog of Federal Domestic Assistance (CFDA) Numbers and Name:  
17.259 – WIA/WIOA Youth Activities  
17.258 – WIA/WIOA Adult Activities  
17.278 – WIA/WIOA Dislocated Worker Activities  
Is this Agreement for R & D?  Yes  No  
CONTACT PERSON: Rufus Nwogu, Ph. D

2. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.
  3. The stated compensation is inclusive, and includes no additional amounts for, the Contractor's costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider or be obligated to pay or reimburse the Contractor any other charges or fees and the Contractor will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement.
  4. The Contractor immediately will notify the City in writing of any reduction to the rate of compensation for its most favored customer and the rate of compensation established by this Agreement automatically will adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.
- B. Maximum Amount.** The lifetime maximum aggregate amount payable by the City under this Agreement is **\$19,851,653.40**. This amount may be increased by a validly executed amendment with the City's Department of Finance's certification of the availability of funds. Additionally, this amount may be decreased by a validly executed amendment due to Federal/State recission of funding.

**ARTICLE X – NOTICE**

*(Article X, Section "A" amended as follows)*

- A. In General.** Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as

follows:

1. To the City:

Sunae Villavaso, Director  
City of New Orleans  
Office of Workforce Development  
3400 Tulane Ave., 2<sup>nd</sup> floor  
New Orleans, LA 70119

&

Donesia D. Turner, City Attorney  
1300 Perdido Street, Suite 5E03  
New Orleans, LA 70112

2. To the Contractor:

Mark Douglass, President  
Arbor E&T, LLC d/b/a/ Equus Workforce Solutions  
805 North Whittington Parkway  
Louisville, KY 40222

5. **Convicted Felon Statement.** The Contractor swears that it complies with City Code Section 2-8(c). No Contractor principal, member, or officer has, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

6. **Non-Solicitation Statement.** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

7. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

8. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

9. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

**[SIGNATURES CONTAINED ON NEXT PAGE]**

**[The remainder of this page is intentionally left blank.]**

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: \_\_\_\_\_ for  
LATOYA CANTRELL, MAYOR

Executed on this 17<sup>th</sup> of January, 2023.

FORM AND LEGALITY APPROVED:  
LAW DEPARTMENT

By: \_\_\_\_\_

Printed Name: Tracy Tyle

ARBOR E&T, LLC D/B/A EQUUS WORKFORCE SOLUTIONS

BY: \_\_\_\_\_

MARK DOUGLASS, PRESIDENT

46-0508470

\_\_\_\_\_  
FEDERAL TAX I.D.

[EXHIBIT "A" CONTAINED ON NEXT PAGE]

## EXHIBIT “A”

### SPECIAL CONDITIONS:

#### ADDITIONAL PROVISIONS IN ALIGNMENT WITH LOUISIANA WORKFORCE COMMISSION, LWC, AND OFFICE OF WORKFORCE DEVELOPMENT SUBAWARD GRANT AGREEMENT

##### **A. Other Allowable Uses and Funding Limits for WIOA Funds.**

1. The Contractor may reserve and use up to 20 percent of the funds allocated to the local areas for adult and dislocated worker-training activities to pay for the Federal share of the cost of providing training through a training program for incumbent workers. [WIOA §134 (d) (4) (A) (i)].
2. In accordance with WIOA §129 (a) (4) (A), in general, not less than 75 percent of funds available for youth workforce investment activities must be spent on out-of-school youth. [Out- of -school youth is defined at WIOA §129 (a) (1) (B).] Further, WIOA §129 (c) (4) requires that at least 20 percent of Youth formula funds be spent on paid and unpaid work experiences that incorporate academic and occupational education for either out-of-school or in-school youth. Failure to comply may result in penalties for noncompliance.
3. In accordance with the policy of the local board, the Contractor may set aside up to 10 percent of the allocation for adult and dislocated worker training activities to provide transition jobs. [WIOA §134 (d) (5)]. The definition for transitional jobs is time-limited, subsidized work experiences that help individuals who are chronically unemployed and have barriers to employment, who have established a work history, and who have developed skills to access unsubsidized employment and progressed in the workplace.

**B. Veterans’ Priority Provisions.** Federal grants for qualified job training programs funded in whole or in part, by the U.S. Department of Labor, are subject to the provisions of the “Jobs for Veterans Act” (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Training and Employment Guidance Letter (TEGL) No. 10-09 (November 10, 2009), and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans’ priority statute and its effect on current employment and training programs. Where applicable, the Contractor agrees to comply with the Veteran’s Priority Provisions.

**C. Buy American Notice Requirement.** The Contractor shall ensure, to the greatest extent practicable, that all equipment and products purchased with funds made available under the WIOA will be American made. See WIOA Section 502—Buy- American Requirements.

**D. Fiscal Funding / Availability of Funding Clause.** In the event federal funds anticipated under the Act should not be received timely, or should be suspended or terminated, in



whole or part, the City reserves the right, at its sole discretion, to suspend or terminate this Agreement. The City shall notify the Contractor in writing that the Agreement is suspended or terminated within a reasonable period of time. The City shall not be liable for the payment of any work or services after the date of termination and/or suspension of the federal funds.

- E. **Anti-Nepotism.** No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.
- F. **Entertainment Costs.** Entertainment costs, including amusement, diversion, and social activities are unallowed except when considered to have a programmatic purpose and only if authorized or approved by the Federal awarding agency. 2 CFR 200.438.
- G. **Equipment and other Capital Expenditures.** Capital Expenditures for general-purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the Federal awarding agency or LWC. 2 CFR 200.439.
- H. **Costs resulting from fines, penalties, damages, settlements.** Costs resulting from Contractor violations of, alleged violations of, or failure to comply with, Federal, state, tribal, local, or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the Federal award, or with prior written approval of the Federal awarding agency. 2 CFR 200.441.
- I. **Goods and Services for Personal Use.** Costs of goods or services for personal use of the Subrecipient's employees are unallowable regardless of whether the cost is reported as taxable income to the employees. Costs of housing (e.g., depreciation, maintenance, utilities, and furnishings, rent), housing allowances and personal living expenses are only allowable as direct costs regardless of whether reported as taxable income to the employees. In addition, to be allowable, direct costs must be approved in advance by the Federal awarding agency. 2 CFR 200.445.
- J. **Insurance and Indemnification.** Costs of insurance required or approved and maintained, pursuant to the Federal award, are allowable. Costs of other insurance or of contributions to any reserve covering the risk of loss of, or damage to, Federal government property are unallowable except to the extent that the Federal awarding agency has specifically required or approved such costs. 2 CFR 200.447.
- K. **Memberships, Subscriptions, and Professional Activity Costs.** Costs of the Subrecipient's membership in business, technical, and professional organizations are allowable. Costs of the non-Federal entity's subscriptions to business, professional, and technical periodicals are allowable. Costs of membership in any civic or community organization are allowable with prior approval by the Federal awarding agency or LWC. Costs of membership in any country club or social or dining club or organization are unallowable. Costs of membership in organizations whose primary purpose is lobbying are unallowable. 2 CFR 200.454.

- L. Organization Costs.** Costs such as incorporation fees, brokers' fees, fees to promoters, organizers or management consultants, attorneys, accountants, or investment counselor, whether or not employees of the Contractor in connection with establishment or reorganization of an organization, are unallowable except with prior approval of the Federal awarding agency. 2 CFR 200.455.
- M. Participant Support Costs.** Participant support costs are direct costs such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects. In connection with conferences and training projects, participant support costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) are allowable with the prior approval of the Federal awarding agency. 2 CFR 200.456.
- N. Pre-award Costs.** All costs incurred by the Contractor prior to the start date specified in the award are incurred at the Contractor's own expense. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal awarding agency. 2 CFR 200.458.
1. Use. Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or other interests.
  2. Disposition. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity (LWC).
- O. Selling and Marketing Costs.** Costs of selling and marketing any products of the Contractor are unallowable, except as direct costs with prior approval from the Federal awarding agency when necessary for the performance of the Federal award. 2 CFR 200.467.
- P. Travel.** Professional staff may be required to travel throughout the state while performing their job duties. Subrecipients must have policies and procedures in place related to travel costs. All travel in direct support of this Agreement will be paid to program staff in accordance with the Subrecipients written travel policy and procedure. Subrecipients travel policy and procedure must be approved by the board and comply with the requirements of the Workforce Innovation and Opportunity Act and the Uniform Administrative Guidance, 2 CFR Part 200. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are on official business of the subaward / Subrecipient. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable, and conform to the grant recipient's written policies and procedures. Costs incurred by employees, including costs of lodging, other subsistence, and incidental

expenses, must be considered reasonable, necessary, and otherwise allowable to the extent such costs do not exceed charges normally allowed by the grant recipient in its regular operations as the result of the grant recipients written travel policy.

All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US flag air carrier if service provided by such carrier is available. Costs charged directly to this subaward must include documentation that justify that: Participation of the individual is necessary to the subaward; and the costs are reasonable and consistent with the grant recipients established travel policy.

For reimbursement on a mileage basis, the Contractor may not charge more than the maximum allowable Mileage Reimbursement Rates for Federal employees and rate must align with the City's allowable Mileage Reimbursement Rates.

- Q. Foreign Travel.** Pursuant to WIOA section 181 (e), no funds received to carry out an activity under WIOA, subtitle (B) shall be used for foreign travel.
- R. Consultants.** For the purpose of this Agreement, fees paid to a consultant who provides services under a program shall be limited to \$710.00 per day without prior approval of the U.S. Department of Labor's Employment & Training Administration.
- S. Personally Identifiable Information.** The Contractor must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Grant officer or by court order. The Contractor must meet the requirements in TEGL 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII), accessible on the U.S. Department of Labor's Employment & Training Administration website at [www.doleta.gov](http://www.doleta.gov).
- T. Ethics.** The Contractor shall keep informed of and comply with all provisions of the Louisiana Code of Governmental Ethics, La. R.S. 42:1101 et seq., and any and all ethical standards governing Subrecipients/Contractor's receipt of funds pursuant to this agreement. The Contractor further understands that no public employee, or member of his immediate family, except as provided in La. R.S. 42:1120, shall participate in any transaction in which he has a personal substantial economic interest of which he may be reasonably expected to know involving the Contractor.
- U. Additional Assurances.** The Contractor agrees to comply with the following additional assurances required by the U.S. Department of Labor in the WIOA Program Annual Funding Agreement with the State:
- 1. Health Benefit Coverage:** The Contractor must ensure that the use of these funds for health benefits coverage complies with *506 and 507 of Division G of Public Law 113-235, the Consolidated and Further Continuing Appropriations Act, 2015.*
  - 2. Architectural Barriers:** The Contractor ensures compliance with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property

Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

- 3. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities:** The Contractor may not enter a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.
- 4. Prohibition on Providing Federal Funds to ACORN:** The Contractor assures that these funds will not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.
- 5. Profit:** Pursuant to 2 CFR 200.400(g), non-Federal entities may not earn or keep any profit resulting from Federal financial assistance, except as authorized by WIOA Section 121(d) for One-Stop operators (American Job Centers) or service providers which are for-profit entities.

**V. Additional Statutory Compliance; Laws, Regulations, and Requirements.** In addition to other regulations, laws or policies referred herein, the Contractor shall comply with all of the following, as each or any such order, law, regulation, or requirement may be revised or amended by the source of its authority from time to time, as applicable:

1. The Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3), which:
  - a. applies to all contracts and subgrants for construction or repair, and
  - b. generally, prohibits federal contractors or subcontractors engaged in building construction or repair from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her employment contract and requires such contractors and subcontractors to submit weekly statements of compliance.
2. The Davis Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5), which:
  - a. applies to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation and
  - b. requires all contractors and subcontractors performing work on federal or District of Columbia construction contracts or federally assisted contracts in excess of

\$2,000 to pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area.

Note: Prevailing wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts.

3. The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) Sections 103 and 107, as supplemented by Department of Labor Regulations (29 CFR Part 5), which:
  - a. applies to construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers;
  - b. requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 hours in one workweek; and
  - c. prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally financed and assisted construction projects;
4. Any and all requirements of WIOA pertaining to patent rights, copyrights, and rights in data;
5. All applicable and/or mandatory standards, policies, orders, and requirements issued under and/or relating to:
  - a. Section 306 of the Clean Air Act, 42 U.S.C. 1857(h),
  - b. Section 508 of the Clean Water Act, 33 U.S.C. 1368,
  - c. Executive Order 11738,
  - d. Environmental Protection Agency regulations, 40 CFR Part 15; and
  - e. Energy efficiency in the state's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
  - f. Any and all other applicable state law as found in Chapter 14 of Title 23 of the Louisiana Revised Statutes.

**[END OF AGREEMENT]**