

CONCILIATION AGREEMENT

BETWEEN

**U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
90 7th STREET, SUITE 11-100
SAN FRANCISCO, CA 94103**

AND

**DOUG VEERKAMP GENERAL ENGINEERING INC.
2000 WETSEL-OVIATT ROAD
EL DORADO HILLS, CA 95762**

PART I: GENERAL PROVISIONS:

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and Doug Veerkamp General Engineering Inc., 2000 Wetset-Oviatt Road, El Dorado Hills, CA 95762 (hereinafter Veerkamp).
2. The violations identified in this Agreement were found during a compliance review of Veerkamp's El Dorado SMSA projects, which began on November 3, 2009, and they were specified in a Notice of Violations issued on September 30, 2010. OFCCP alleges that Veerkamp has violated Executive Order 11246, as amended, and its implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II of this Agreement.
3. This Agreement does not constitute an admission by Veerkamp of any violations of Executive Order 11246, as amended, and implementing regulations.
4. The provisions of this Agreement will become part of Veerkamp's Affirmative Action Program (hereinafter AAP). Subject to the performance by Veerkamp of all promises and representations contained herein, and in its AAP, all named violations in regard to the compliance of Veerkamp with all OFCCP programs will be deemed resolved. However, Veerkamp is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. Veerkamp agrees that OFCCP may review compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses and examine and copy documents, as may be relevant to the matter under investigation and pertinent to Veerkamp's compliance.

Veerkamp shall permit access to its premises during normal business hours for these purposes.

6. Nothing herein is intended to relieve Veerkamp from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (38 U.S.C. 4212) and implementing regulations or any other equal employment statute or executive order or its implementing regulations.
7. Veerkamp agrees that there will be no retaliation of any kind against any beneficiary of this Agreement, or against any person who has provided information or assistance to the OFCCP, or who files a complaint, or who participates in any manner in any proceeding under Executive Order 11246, as amended, and/or Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).
8. This Agreement will be deemed to have been accepted by the Government on the date of signature by the District Director for OFCCP unless the Regional Director or Director of OFCCP indicates otherwise within 45 days of the District Director's signature of this Agreement.
9. If at any time in the future, OFCCP believes that Veerkamp has violated any portion of this Agreement during the term of this Agreement, Veerkamp will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming the belief. In addition, the notification will provide Veerkamp with 15 days from receipt of the notification to respond in writing, except where OFCCP alleges that such delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15-day period has elapsed (or sooner, if irreparable injury is alleged) without issuing a Show Cause Notice.

Where OFCCP believes that Veerkamp has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject Veerkamp to sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief.

PART II: SPECIFIC PROVISIONS:

1. Violation:

Veerkamp failed to uniformly apply the provisions of their compensation system to all Veerkamp employees. Specifically, OFCCP's investigation of Veerkamp's compensation system for the period of August 21, 2006 through September 30, 2010 concluded that (b) (7)(C), a female (b) (7)(C) did not receive a \$1.00 per hour raise on August 21, 2006 that she was eligible to receive. Subsequently, (b) (7)(C) was paid less than similarly situated males, (b) (7)(C) and (b) (7)(C) for the same work. A comparative analysis of all three employees indicates that they perform similar jobs under similar working conditions, and were equally qualified to receive a raise. This is a violation of 41 CFR 60-1.4(a) (1) and 41 CFR 60-20.3(c) and 60-20.5(a).

Remedy:

Veerkamp agrees to provide (b) (7)(C) with a make whole remedy. Veerkamp agrees to adjust the current base salary rate of (b) (7)(C) from (b) (4) to (b) (4). This \$.50 increase shall be effective retroactively from August 21, 2006 to present and continuing. The total back wage liability derived from adjusting (b) (7)(C) wages to conform to the requirements of Veerkamp's compensation system to date is \$2,244.34 plus \$256.44 in interest, less applicable taxes and withholding deductions. Veerkamp agrees to pay a total settlement of \$2,500.78 in addition to future earnings derived from the wage adjustment. The payment of the back wage liability will be made directly to (b) (7)(C) by certified check after 45 days of the Regional Director's signature of this Agreement.

Veerkamp will develop and implement policies and procedures to ensure its compensation system will not differentiate on the basis of gender for all employees. Furthermore, Veerkamp must agree to continue to evaluate its compensation system to ensure that all employees are fairly compensated without regard to gender. If Veerkamp finds that unlawful compensation inequities exist within its compensation system, adjustments will be made as appropriate.

Veerkamp commits that this violation will not recur.

2. Violation:

Veerkamp failed to ensure that personnel practices have no discriminatory effect

and failed to continually monitor all related personnel employment activities to ensure that the EEO policy and the contractor's obligations under these specifications were carried out, as required by 41 CFR 60-4.3(a) 7.m.

Remedy:

Veerkamp agrees to continually monitor personnel employment activities to ensure that salary, seniority practices, job classifications, work assignments and other personnel practices have no discriminatory effect.

Veerkamp commits that this violation will not recur.

3. Violation:

Veerkamp failed to implement the following good faith action steps as required by 41 CFR 60-4.2(d) (2):

- a. Establish and maintain an accurate and current list of minority and female recruitment sources, as required by 41 CFR 60-4.3(a) 7.b.
- b. Establish and maintain a file for every individual walk-in application noting the individual's referral source from a union, recruitment source, or community organization, and the action taken with respect to each individual, as required by 41 CFR 60-4.3(a) 7.c.

Remedy:

a. Veerkamp agrees to establish and maintain an accurate and current list of minority and female recruitment sources. When vacancies occur, Veerkamp agrees to establish linkages with community organizations serving the employment needs of minority and female applicants, provide written notification to these sources of the opportunities Veerkamp has available, and maintain a record of any applicant referrals received from these sources. If these sources are unable to provide sufficient applicants for the job openings, Veerkamp agrees to take additional steps to increase the pool of minorities and females.

Acceptable examples of recruitment sources are listed below:

Sacramento Employment and Training Agency
925 Delpaso Boulevard
Sacramento, CA 95815

(b) (7)(C)

(b) (7)(C)

(b) (7)(C)

Greater Sacramento Urban League
3725 Marysville Boulevard
Sacramento, CA 95838
916-286-8600

(b) (7)(C)

(b) (7)(C)

Sacramento Veterans Resource Center
7270 East Southgate Drive
Sacramento, CA
916.393.8387
vvcsac@vietvets.org

California Indian Manpower Consortium
738 North Market Boulevard
Sacramento, CA 95834
916-564-2892

Sacramento Job Corps Center
3100 Meadowview Road
Sacramento, CA 95832
916-394-0770

b. Veerkamp agrees to maintain a file of the name, address, and phone number of each walk-in applicant, the individual's referral source from a union, recruitment source, or community organization, and the action taken with respect to each individual.

Veerkamp commits that this violation will not recur.

4. Violation:

Veerkamp failed to implement the following EEO policy audit and implementation steps:

a. Review EEO policy with all management personnel and with all minority and female employees at least once a year, as required by 41.CFR 60-4.3(a) 7.f.

b. Prior to the initiation of construction work on any site, review the company's EEO policy and affirmative action obligations with all employees having any responsibility for employment decisions (including superintendents and forepersons), as required by 41 CFR 60-4.3(a)7.g.

c. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations, as required by 41 CFR 60-4.3(a) 7.p.

Remedy:

a. Veerkamp agrees to review, at least annually, the company's EEO policy with all management personnel and with all minority and female employees.

b. Veerkamp agrees to review, at least annually, the company's EEO policy with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions. EEO policies and affirmative action obligations will be specifically reviewed with onsite supervisory personal such as superintendents, general forepersons, etc. prior to starting construction work at any job site. Records shall identify the time and date of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

c. Veerkamp agrees to conduct, at least annually, a review of supervisors' adherence to and performance under Veerkamp's EEO policies and affirmative action obligations.

Veerkamp commits that this violation will not recur.

5. Violation:

Veerkamp failed to include the equal opportunity clause in each of its nonexempt subcontracts, as required by 41 CFR 60-1.4(b).

Remedy:

Veerkamp agrees to include in each nonexempt subcontract the equal opportunity clause found at 41 CFR 60-1.4(b).

Veerkamp commits that this violation will not recur.

PART III. REPORTING

Veerkamp agrees to furnish OFCCP with the following progress reports:

The first report is due 45 days from the Regional Director's signature on this Conciliation Agreement. Veerkamp shall provide documentation of payment (such as a copy of a certified check) to verify that back pay was provided to (b) (7)(C)

The second progress report is due July 15, 2011 for the period from the effective date of the Agreement to June 30, 2011, and shall contain the following elements:

- Documentation showing Veerkamp is monitoring, personnel employment activities to ensure that salary, seniority practices, job classifications, work assignments and other personnel practices have no discriminatory effect.
- Documentation showing Veerkamp has reviewed, at least annually, the company's EEO policy with all management personnel and with all minority and female employees.
- Documentation showing Veerkamp has reviewed, at least annually, the company's EEO policy with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions.
- Documentation showing Veerkamp has specifically reviewed the company's EEO policy with onsite supervisory personal such as superintendents, general forepersons, etc. prior to starting construction work at any job site. Records shall identify the time and date of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- Documentation showing Veerkamp has reviewed, at least annually, all supervisors' adherence to and performance of its EEO policies and affirmative action obligations.
- Documentation showing Veerkamp has established and maintains an accurate and current list of minority and female recruitment sources.
- Documentation showing Veerkamp has made good faith efforts to recruit and hire qualified females and minorities for any job openings. Such documentation will include contacts with minority and female recruitment sources and the results of such contacts.
- Documentation showing Veerkamp maintains a file of the name, address, and phone number of each walk-in applicant, the individual's referral source from a

union, recruitment source, or community organization, and the action taken with respect to each individual.

- Documentation showing Veerkamp has included in each nonexempt subcontract the equal opportunity clause.

Veerkamp agrees to forward reporting documents to:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
90 7th Street, Suite 11-100
San Francisco, CA 94103
Attention: (b) (7)(C)

This Conciliation Agreement will remain in full force and effect for 60 days following OFCCP's receipt and acceptance of Veerkamp's final progress report.

PART IV: SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Doug Veerkamp General Engineering Inc., 2000 Wetsel-Oviatt Road, El Dorado Hills, CA 95762.

Date: 12-19-2010

Date: 12/29/10

(b) (7) (c)

(b) (7) (e)

DOUG VEERKAMP
President/CEO
Doug Veerkamp General Engineering, Inc.
Pleasanton, CA

Compliance Officer
Office of Federal Contract
Compliance Programs
San Francisco/Bay District Office

Date: 12/29/2010

Date: 1/5/11

(b) (7) (c)

(b) (7) (c)

JESUS ALVAREZ
Acting District Director
Office of Federal Contract
Compliance Programs
San Francisco/Bay District Office

WILLIAM D. SMITHERMAN
Pacific Region Director
Office of Federal Contract
Compliance Programs
Pacific Region