

**Conciliation Agreement
Between the U.S. Department of Labor
Office of Federal Contract Compliance Programs**

and

**Bilbro Construction Company, Inc.
876 N Broadway
Escondido, CA 92025**

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Bilbro Construction Company, Inc. project located at the Marine Corps Logistics Base, Nebo, building 322, Barstow, CA, 92311, beginning on March 14, 2022. OFCCP found that Bilbro Construction Company, Inc. failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and its respective implementing regulations at 41 CFR Part 60-1.

OFCCP notified Bilbro Construction Company, Inc. of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on October 20, 2022.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and Bilbro Construction Company, Inc. enter into this Conciliation Agreement (Agreement), and the parties agree to all the terms herein.

II. General Terms and Conditions

1. In exchange for Bilbro Construction Company, Inc.'s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Bilbro Construction Company, Inc. violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Bilbro Construction Company Inc.'s compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Bilbro Construction Company, Inc. will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Bilbro Construction Company, Inc. of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their

implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Bilbro Construction Company, Inc. agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
7. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after Bilbro Construction Company, Inc. submits its final progress report required in Section IV, below, unless OFCCP notifies Bilbro Construction Company, Inc. in writing before the expiration date that Bilbro Construction Company, Inc. has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Bilbro Construction Company, Inc. has met all of its obligations under the Agreement.
10. If Bilbro Construction Company, Inc. violates this Agreement:
 - a. The procedures at 41 CFR 60-1.34 will govern:
 - i. OFCCP will send Bilbro Construction Company, Inc. a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Bilbro Construction Company, Inc. shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If Bilbro Construction Company, Inc. is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

- iv. In the event of a breach of this Agreement by Bilbro Construction Company, Inc., OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms in the Agreement.
 - b. Bilbro Construction Company, Inc. may be subject to the sanctions set forth in: Section 209 of the Executive Order, 41 CFR 60-1.27 and/or other appropriate relief for violating this Agreement.
- 11. Bilbro Construction Company, Inc. does not admit any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
- 12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
- 14. Each party shall bear its own fees and expenses with respect to this matter.
- 15. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation, or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
- 16. All references to “days” in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Technical Violations and Remedies

- 1. **Violation 1:** During the period January 1, 2021 through December 31, 2021, Bilbro Construction failed to establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when Bilbro Construction had employment opportunities available, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7.b.
Remedy 1: Bilbro Construction must establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when Bilbro Construction or its union (if applicable) has employment opportunities available, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7.b.

2. **Violation 2:** During the period January 1, 2021 through December 31, 2021, Bilbro Construction failed to direct its recruitment efforts, both oral and written, to female and community organizations, to schools with minority and female students and minority and female recruitment and training organizations serving Bilbro Construction's recruitment area and employment needs, as required by 41 CFR 60-4.3(a)7.i.

Remedy 2: Bilbro Construction must direct its recruitment efforts, both oral and written, to female and community organizations, to schools with minority and female students and minority and female recruitment and training organizations serving Bilbro Construction's recruitment area and employment needs as required by 41 CFR 60-4.3(a)7.i.

3. **Violation 3:** During the period January 1, 2021 through December 31, 2021, Bilbro Construction failed to encourage current minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of its workforce, as required by 41 CFR 60-4.3(a) 7.j.

Remedy 3: Bilbro Construction must encourage current minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of its workforce, as required by 41 CFR 60-4.3(a) 7.j.

4. **Violation 4:** During the period January 1, 2021 through December 31, 2021, Bilbro Construction failed to implement and disseminate its Equal Employment Opportunity (EEO) policy. Specifically, Bilbro Construction failed to conduct a review, at least annually, of all supervisors' adherence to and performance under Bilbro Construction's EEO policies and affirmative action obligations as required by 41 CFR 60-4.3(a) 7.p.

Remedy 4: Bilbro Construction must ensure to implement and disseminate its EEO policy. Specifically, Bilbro Construction must maintain copies of memos, letters, reports, minutes of meetings, performance appraisals and/or interviews with the supervisors regarding their employment practices as they relate to Bilbro Construction's EEO policy, and affirmative action obligations, and written evidence that supervisors were notified when their employment practices adversely or positively impacted the company's EEO and affirmative action posture as required by 41 CFR 60-4.3(a) 7.p.

5. **Violation 5:** During the period January 1, 2021 through December 31, 2021, Bilbro Construction failed to physically include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" and the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" containing the applicable goals for minority and female

participation in its construction subcontracts in excess of \$10,000, as required by 41 CFR 60-4.3(a)(2).

Remedy 5: Bilbro Construction must physically include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" and the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" containing the applicable goals for minority and female participation in its construction subcontracts in excess of \$10,000, as required by 41 CFR 60-4.3(a)(2).

6. **Violation 6:** During the period January 1, 2021 through December 31, 2021, Bilbro Construction failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-300.5(a)2-6.

Remedy 6: Bilbro Construction must list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Bilbro Construction, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Bilbro Construction must also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Bilbro Construction shall provide updated information simultaneously with its next job listing.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Bilbro Construction Company, Inc. agrees to retain all records relevant to the violation cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Bilbro Construction Company, Inc. will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

Bilbro Construction Company, Inc. agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

- a. Progress Report 1: Due on April 30, 2023 covering the period of October 1, 2022 through March 31, 2023.
 - A. For Violations #1, #2, #3: Documentation of all recruitment efforts made during the reporting period. At a minimum, the reports will include:
 - (a) A current list of minority and female recruitment sources, written notification provided to minority and female recruitment sources and to community organizations when Bilbro Construction Company, Inc. or its union (if applicable) had employment opportunities and training programs available, and a record of the organizations' responses.
 - (b) Records demonstrating that Bilbro Construction, Inc. directed its recruitment efforts, both oral and written, to female and community organizations, to schools with minority and female students, and minority and female recruitment and training organizations serving Bilbro Construction, Inc.'s recruitment area and employment needs.
 - (c) Records demonstrating that Bilbro Construction encouraged current minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of its workforce.
 - (d) A log of all applicants identified by name, race, gender, address, telephone number, trade position applying for, date of application, and referral source. This includes off-the-street applicants and Internet applicants defined under 41 CFR 60-1.3.
 - (e) A log of all hires identified by name, race, gender, trade position interviewed for and hired into, journey level, trainee, apprentice, etc., pay rate, and referral source. Also provide the name and title of the selecting official(s).
 - (f) A log of all candidates referred to the union hiring hall (if any) identified by name, race, gender, minority or women's referral source, union referred to, outcome of referral (e.g., accepted by union, rejected by union, referred back to Bilbro Construction Company, Inc. from union for employment purposes), trade position and level referred for, and pay rate. If an individual was not referred back to Bilbro Construction Company, Inc. by the union, or if referred but not employed by Bilbro Construction Company, Inc., indicate the reason why.

- B. For Violation #4: Records demonstrating that Bilbro Construction Company, Inc. implemented and disseminated its EEO policy internally. This includes copies of memos, letters, reports, minutes of meetings, performance appraisals and/or interviews with the supervisors regarding their employment practices as they relate to Bilbro Construction's EEO policy and affirmative action obligations, and written evidence that supervisors were notified when their employment practices adversely or positively impacted the company's EEO and affirmative action posture.
 - C. For Violation #5: Documentation of the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" and the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" containing the applicable goals for minority and female participation in its construction subcontracts in excess of \$10,000, as required by 41 CFR 60-4.3(a)(2).
 - D. For Violation #6: Documentation showing all employment openings during the reporting period and those that were listed with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occurred.
- b. Progress Report 2: Due on October 31, 2023 covering the period of April 1, 2023 through September 30, 2023.
- A. For Violations #1, #2, #3: Documentation of all recruitment efforts made during the reporting period. At a minimum, the reports will include:
 - (a) A current list of minority and female recruitment sources, written notification provided to minority and female recruitment sources and to community organizations when Bilbro Construction Company, Inc. or its union (if applicable) had employment opportunities and training programs available, and a record of the organizations' responses.
 - (b) Records demonstrating that Bilbro Construction, Inc. directed its recruitment efforts, both oral and written, to female and community organizations, to schools with minority and female students, and minority and female recruitment and training organizations serving Bilbro Construction, Inc.'s recruitment area and employment needs.
 - (c) Records demonstrating that Bilbro Construction encouraged current minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of its workforce.
 - (d) A log of all applicants identified by name, race, gender, address, telephone number, trade position applying for, date of application, and referral source. This includes off-the-street applicants and Internet applicants defined under 41 CFR 60-1.3.

- (e) A log of all hires identified by name, race, gender, trade position interviewed for and hired into, journey level, trainee, apprentice, etc., pay rate, and referral source. Also provide the name and title of the selecting official(s).
 - (f) A log of all candidates referred to the union hiring hall (if any) identified by name, race, gender, minority or women's referral source, union referred to, outcome of referral (e.g., accepted by union, rejected by union, referred back to Bilbro Construction Company, Inc. from union for employment purposes), trade position and level referred for, and pay rate. If an individual was not referred back to Bilbro Construction Company, Inc. by the union, or if referred but not employed by Bilbro Construction Company, Inc., indicate the reason why.
- B. For Violation #4: Records demonstrating that Bilbro Construction Company, Inc. implemented and disseminated its EEO policy internally. This includes copies of memos, letters, reports, minutes of meetings, performance appraisals and/or interviews with the supervisors regarding their employment practices as they relate to Bilbro Construction's EEO policy and affirmative action obligations, and written evidence that supervisors were notified when their employment practices adversely or positively impacted the company's EEO and affirmative action posture.
- C. For Violation #5: Documentation of the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" and the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" containing the applicable goals for minority and female participation in its construction subcontracts in excess of \$10,000, as required by 41 CFR 60-4.3(a)(2).
- D. For Violation #6: Documentation showing all employment openings during the reporting period and those that were listed with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occurred.

Bilbro Construction Company, Inc. will submit all reports to Senior Compliance Office (b) (7)(C), (b) (6) by email at (b) (7)(C), (b) (6) @dol.gov, with a courtesy copy (cc) to (b) (7)(C), (b) (6) @dol.gov. Bilbro Construction Company, Inc. and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Bilbro Construction Company, Inc. provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the Bilbro Construction Company, Inc. believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Bilbro Construction Company, Inc. will provide such reports to OFCCP marked as "Confidential." In the event of a FOIA request, OFCCP will promptly notify Bilbro Construction Company, Inc. of the FOIA request and provide Bilbro Construction Company, Inc. an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Bilbro Construction Company, Inc. final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Bilbro Construction Company, Inc. in writing within sixty (60) days of the date of the final progress report that Bilbro Construction Company, Inc. has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Bilbro Construction Company, Inc. within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Bilbro Construction, Company Inc. has met all of its obligations under the Agreement.

V. SIGNATURES

The person signing this Agreement on behalf of Bilbro Construction Company, Inc. personally warrants that he or she is fully authorized to do so, that Bilbro Construction Company, Inc. has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Bilbro Construction Company, Inc.

This Agreement is hereby executed by and between the U.S. Department of Labor, Office of Federal Contract Compliance Programs and Bilbro Construction Company, Inc., 876 N Broadway, Escondido, CA 92025.

(b) (7)(C), (b) (6)

Maryory Contreras
President
Bilbro Construction Company, Inc.
Escondido, CA

DATE: 10/28/2022

(b) (7)(C), (b) (6)

Agnes Huang
District Director
Los Angeles District Office
Pacific Region

DATE: 11/02/2022

(b) (7)(C), (b) (6)

Hector M. Sanchez
Area Director
Orange Area Office
Pacific Region

DATE: _____

(b) (7)(C), (b) (6)

Senior Compliance Officer
Orange Area Office
Pacific Region

DATE: _____