

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Nora Contracting LLC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Nora Contracting LLC (Nora Contracting) 3633 Michigan Ave Detroit MI 48216, beginning on May 2, 2022. OFCCP found that Nora Contracting LLC, failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and the implementing regulations at Title 41 of the Code of Federal Regulations (C.F.R.) Part 60.4.

OFCCP notified Nora Contracting of the specific violation and the corrective action required in a Notice of Violation (NOV) issued on November 30, 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 Nora Contracting enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for Nora Contracting'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 violation alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Nora Contracting 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 Nora Contracting'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. Nora Contracting 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 Nora Contracting 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. Nora Contracting 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 Nora Contracting submits its final progress report required in Section IV, below, unless OFCCP notifies Nora Contracting in writing before the expiration date that Nora Contracting 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 Nora Contracting has met all of its obligations under the Agreement.
10. If Nora Contracting violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, will govern:
 - i. OFCCP will send Nora Contracting a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Nora Contracting 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 Nora Contracting 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 the Nora Contracting, 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. Nora Contracting may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, and/or other appropriate relief for violating this Agreement.
- 11. Nora Contracting 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:** Nora Contracting failed to notify the Director of OFCCP within ten working days of issuing a federal construction subcontract in excess of \$10,000.00; more specifically, failed to notify OFCCP of the Crown Hill Cemetery subcontracts or maintain the record of notification as required per 41 CFR 60-4.2(d)(3).

Remedy: Nora Contracting will notify U.S. Department of Labor Office of Federal Contract Compliance (OFCCP) within 10 working days of being awarded a federal contract in excess of \$10,000.00. Further, Nora Contracting will keep written notification to OFCCP for a period of two years from the making of the notification as per 41 CFR 60-4.2(d)(3).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Nora Contracting agrees to retain all records relevant to the violation cited in Section III above and the reports submitted in compliance with Section 3, 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. Contractor will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

Nora Contracting 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 June 15, 2023 covering the period of effective date of the agreement through May 30, 2023.
- b. Progress Report 2: Due on January 15, 2024 covering the period of June 1, 2023 through December 15, 2023.

Documentation of Nora Contracting's notification to OFCCP of awarded subcontracts on federal and federally assisted contracts in excess of \$10,000.00 within ten 10 days of being awarded.

Nora Contracting will submit reports to Compliance Officer (b) (6), (b) (7)(C) at 46 East Ohio Street, Suite 419 Indianapolis, IN 46204 and via email [\[REDACTED\]@dol.gov](mailto:[REDACTED]@dol.gov). Nora Contracting 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 Nora Contracting provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and the Nora Contracting believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Nora Contracting will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Nora Contracting of the FOIA request and provide Nora 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 Nora Contracting's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Nora Contracting in writing within sixty (60) days of the date of the final progress report that Nora Contracting 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 Nora Contracting within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically

extended until the date that OFCCP determines Contractor has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Nora Contracting LLC 3633 Michigan Ave Detroit, MI 48216.

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

Signature
Audie Brinker
President
Nora Contracting LLC
Detroit, MI

DATE: 12/05/22

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

Signature
David A. Smith
District Director
Indianapolis District

DATE: 12/05/2022

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

Signature
(b) (7)(C), (b) (7)(E)
Compliance Officer
Indianapolis District

DATE: 12/05/2022