

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Treviicos South Inc

I. Preliminary Statement

Beginning on September 29, 2022, the Office of Federal Contract Compliance Programs (OFCCP) evaluated the compliance of Treviicos South Inc (Contractor) with its equal employment opportunity obligations on all of its federal, federally assisted, and non-federal construction projects located in the Miami - Fort Lauderdale, FL Non-Standard Metropolitan Statistical Area (Non-SMSA) which is comprised of the following counties: Glades, Hendry, Indian River, Martin, Monroe, Okeechobee, and St. Lucie, FL. OFCCP found that Contractor failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.

OFCCP notified Contractor of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on March 21, 2023

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 Contractor 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 Contractor'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 VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Contractor 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 Contractor'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. Contractor 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 Contractor 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. Contractor 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 Contractor submits its final progress report required in Section IV, below, unless OFCCP notifies Contractor in writing before the expiration date that Contractor 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 Contractor has met all of its obligations under the Agreement.
10. If Contractor violates this Agreement:
 - a. The procedures at : 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and/or 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Contractor a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Contractor 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 Contractor 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 Contractor, 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. Contractor may be subject to the sanctions set forth in provisions: Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66, or 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
- 11. Contractor 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:** During the period September 29, 2021, through September 29, 2022, Contractor 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 it had opportunities available, and maintain a record of the organizations' responses in violation of 41 CFR §60-4.3(a)7b. Specifically, Contractor did not have a current list of local minority and female recruitment sources.

REMEDY: Contractor will 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 it has opportunities available, and maintain a record of the organizations' responses pursuant to 41 CFR §60-4.3(a)7b.

2. **VIOLATION:** During the period September 29, 2021, through September 29, 2022, Contractor failed to maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a recruitment source or community organization and of what action was taken with respect to each such individual, in violation of 41 CFR §60-4.3(a)7c.

REMEDY: Contractor will maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a recruitment source or community organization and of what action was taken with respect to each such individual, pursuant to 41 CFR §60-4.3(a)7c.

3. **VIOLATION:** During the period September 29, 2021, through September 29, 2022, Contractor failed to conduct a specific review of its EEO policy with all management personnel and with all minority and female employees at least once a year, in violation of 41 CFR §60-4.3(a)7f.

REMEDY: Contractor will conduct a specific review of its EEO policy with all management personnel and with all minority and female employees at least once a year pursuant to 41 CFR §60-4.3(a)7f.

4. **VIOLATION:** During the period September 29, 2021, through September 29, 2022, Contractor failed to review, at least annually, its EEO policy and affirmative action obligations with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of the items with onsite supervisory personnel such as superintendents, general forepersons, etc. prior to the initiation of construction work on any site, and to create and maintain a written record identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter, in violation of 41 CFR §60-4.3(a)7g.

REMEDY: Contractor will review, at least annually, its EEO policy and affirmative action obligations with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of the items with onsite supervisory personnel such as superintendents, general forepersons, etc. prior to the initiation of construction work on any site, and will create and maintain a written record identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter, pursuant to 41 CFR §60-4.3(a)7g.

5. **VIOLATION:** During the period September 29, 2021, through September 29, 2022, Contractor failed to disseminate its EEO policy externally by including it in advertising in news media, specifically including female and minority news media, and providing written notification to and discussing Contractor's EEO policy with other contractors and subcontractors with whom Contractor does or anticipates doing business, in violation of 41 CFR §60-4.3(a)7h.

REMEDY: Contractor will disseminate its EEO policy externally by including it in advertising in news media, specifically including female and minority news media, and

providing written notification to and discussing Contractor's EEO policy with other contractors and subcontractors with whom Contractor does or anticipates doing business, pursuant to 41 CFR §60-4.3(a)7h.

6. **VIOLATION:** During the period September 29, 2021, through September 29, 2022, Contractor failed to direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and women students, and to minority and women recruitment and training organizations serving Contractor's recruitment area employment needs, in violation of 41 CFR §60-4.3(a)7i. Specifically, Contractor did not direct its recruitment efforts to local minority and female recruitment sources.

REMEDY: Contractor will direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and women students, and to minority and women recruitment and training organizations serving Contractor's recruitment area employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, Contractor will send written notification to organizations such as the above describing the openings, screening procedures and tests to be used in the selection process, pursuant to 41 CFR §60-4.3(a)7i.

7. **VIOLATION:** During the period September 29, 2021, through September 29, 2022, Contractor failed to encourage present minority and female employees to recruit other minority persons and women, and, where reasonable, to provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of Contractor's workforce, in violation of 41 CFR §60-4.3(a)7j.

REMEDY: Contractor will encourage present minority and female employees to recruit other minority persons and women, and where reasonable, to provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of Contractor's workforce, pursuant to 41 CFR §60-4.3(a)7j.

8. **VIOLATION:** During the period September 29, 2021, through September 29, 2022, Contractor failed to conduct, at least annually, an inventory and evaluation of at least all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, such opportunities, in violation of 41 CFR §60-4.3(a)7l.

REMEDY: Contractor will conduct, at least annually, an inventory and evaluation of at least all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, such opportunities, pursuant to 41 CFR §60-4.3(a)7l.

9. **VIOLATION:** During the period September 29, 2021, through September 29, 2022, Contractor failed to ensure that seniority practices, job classifications, work assignments and other personnel practices did not have a discriminatory effect by continually

monitoring all personnel and employment related activities to ensure that the EEO policy and Contractor's obligations under these specifications were being carried out, in violation of 41 CFR §60-4.3(a)7m.

REMEDY: Contractor will ensure that seniority practices, job classifications, work assignments and other personnel practices did not have a discriminatory effect by continually monitoring all personnel and employment activities to ensure that the EEO policy and Contractor's obligations under these specifications are being carried out, pursuant to 41 CFR §60-4.3(a)7m.

10. **VIOLATION:** During the period September 29, 2021, through September 29, 2022, Contractor failed to document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations, in violation of 41 CFR §60-4.3(a)7o.

REMEDY: Contractor will document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations, pursuant to 41 CFR §60-4.3(a)7o.

11. **VIOLATION:** During the period September 29, 2021, through September 29, 2022, Contractor failed to conduct a review, at least annually, of all supervisors' adherence to and performance under its EEO policies and affirmative action obligations, in violation of 41 CFR §60-4.3(a)7p.

REMEDY: Contractor will conduct a review, at least annually, of all supervisors' adherence to and performance under its EEO policies and affirmative action obligations, pursuant to 41 CFR §60-4.3(a)7p.

12. **VIOLATION:** During the period September 29, 2021, through September 29, 2022, Contractor failed to include the equal opportunity clause for VEVRAA in its subcontracts and/or purchase orders, either directly or by reference, in violation of 41 CFR §60-300.5(a)-(d).

REMEDY: Contractor will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders. If Contractor incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it will incorporate the clause in the manner prescribed by 41 CFR §60-300.5(d).

13. **VIOLATION:** During the period September 29, 2021, through September 29, 2022, Contractor failed to prepare and maintain an affirmative action program (AAP) for protected veterans at each establishment, in violation of 41 CFR §60-300.40(b). Accordingly, Contractor failed to comply with any of its AAP obligations set forth in

Subpart C of the regulations, 41 CFR §60-300.40-45. Specifically, email from January 23, 2023, stated that Contractor did not have AAP in place for the facility under review.

REMEDY: Contractor will prepare and maintain an affirmative action program (AAP) for protected veterans at each establishment. The AAP will set forth Contractor's policies and procedures in accordance with 41 CFR §60-300.40-45 (2014). This AAP may be integrated into or kept separate from other AAPs. Contractor will review and update annually its AAP pursuant to 41 CFR §60-300.40(c) and will comply with all obligations set forth in Subpart C of the regulations, 41 CFR §60-300.40-45.

14. **VIOLATION:** During the period September 29, 2021, through September 29, 2022, Contractor failed to include the equal opportunity clause for Section 503 in its subcontracts and/or purchase orders, either directly or by reference, in violation of 41 CFR §60-741.5(a)-(d).

REMEDY: Contractor will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR §60-741.5(a)-(d). If Contractor incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it will incorporate the clause in the manner prescribed by 41 CFR §60-741.5(d).

15. **VIOLATION:** During the period September 29, 2021, through September 29, 2022, Contractor failed to prepare and maintain an affirmative action program (AAP) for qualified individuals with disabilities at each establishment, in violation of 41 CFR §60-741.40(b). Accordingly, Contractor failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR §60-741.40-45.

REMEDY: Contractor will prepare and maintain an affirmative action program (AAP) for qualified individuals with disabilities at each establishment. The AAP will set forth the contractor's policies and procedures in accordance with 41 CFR §60-741.40-45 (2014). This AAP may be integrated into or kept separate from other AAPs. Contractor will review and update annually its AAP pursuant to 41 CFR §60-741.40(c) and will comply with all obligations set forth in Subpart C of the regulations, 41 CFR §60-741.40-45 (2014).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Contractor agrees to retain all records relevant to the violations cited in Section III above and the reports submitted in compliance with Paragraph 2, below. Specifically, Contractor will retain all documents that pertain with regards of its hiring, promotions and terminations. 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.**

Contractor agrees to furnish OFCCP with the following reports during the Monitoring Period.

Progress Report 1: Due on Monday, November 6, 2023 covering the period April 1, 2023 through September 30, 2023.

Progress Report 1: Due on Monday, May 6, 2024 covering the period October 1, 2023 through March 30, 2024.

With regard to Contractor's construction projects as described in Part I of this Agreement, each report will contain the following documentation:

Pursuant to Violations 1 and 6:

- a. A copy of Contractor's list of local minority and female recruitment sources.
- b. Documentation of Contractor's written and oral recruitment efforts directed to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment training organizations serving Contractor's recruitment area and employment needs.
- c. Copies of all records of responses received from recruitment sources and community organizations.

Pursuant to Violation No. 2:

- d. A copy of Contractor's file of names, addresses, telephone numbers, race, and gender of each applicant and person making an inquiry regarding a job in the landscaping trade, and the disposition of each. The file should include persons submitting applications and resumes submitted electronically or walk-in, referrals from recruitment sources or community organization, and an indication of what action was taken with respect to each such individual.

Pursuant to Violation No. 3:

- e. Documentation that Contractor's EEO policy was specifically reviewed with all management personnel and with all minority and female trade employees.

Pursuant to Violation No. 4:

- f. Documentation that Contractor's EEO policies and affirmative action obligations were reviewed with all of its employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions regarding trade employees, including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to initiation of construction work at any job site during the period covered by the progress report. This documentation should include a written record identifying the time and place

of these meetings, names of persons attending, subject matter discussed, and disposition of the subject matter.

Pursuant to Violation No. 5:

- g. Documentation that Contractor's EEO policy was disseminated externally by including it in any advertising in news media, specifically including female and minority news media.
- h. Documentation that Contractor provided written notification to and discussed its EEO policy with other contractors and subcontractors with whom Contractor does or anticipates doing business.

Pursuant to Violation No. 7:

- i. Documentation that Contractor has encouraged minority and female employees to recruit other minority persons and women, when employment opportunities were available.

Pursuant to Violation No. 8:

- j. A copy of Contractor's inventory and evaluation conducted of the currently employed minorities and women for promotional opportunities, and documentation of communication with these employees to seek or to prepare, through appropriate training, for such opportunities.

Pursuant to Violation No. 9:

- k. Results of internal review(s) of seniority practices, work assignments and related personnel practices including recruitment, application and hiring, assignment of overtime hours, lay-offs, and terminations to determine whether work hour goals for minorities and females were achieved, Contractor's EEO policies were carried out and whether these personnel practices had an adverse impact against minorities and women.

Pursuant to Violation No. 10:

- l. A copy of Contractor's policy and procedures that were instituted to record all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

Pursuant to Violation No. 11:

- m. Evidence that Contractor has conducted a review of all supervisors' adherence to and performance under the company's EEO policies and affirmative action obligations.

Pursuant to Violation Nos. 12 & 14:

- n. Copies of at least two subcontracts and two purchase orders that include or reference the provisions of the equal opportunity clauses for VEVRAA and Section 503.

Pursuant to Violation Nos. 13:

- o. Sample of Contractor's solicitations or advertisements for employees which states that all qualified applicants will receive consideration for employment without regard to their protected veteran or disability status.

Pursuant to Violation No. 12 & 15:

- p. A copy of Contractor's calendar year 2023 affirmative action program (AAP) and support data for protected veterans and for individuals with disabilities.
- q. A copy of Contractor's self-identification form as required in 41 CFR §60-741.42, using the language and manner prescribed by the Director and published on the OFCCP Website.

Contractor will submit reports to the U.S. Department of Labor, OFCCP, Miami District Office, District Director E. Michelle Hernandez at (b) (6), (b) (7)(C)@dol.gov and Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C)@dol.gov. The contractor 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 Contractor provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Contractor believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Contractor will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Contractor of the FOIA request and provide Contractor 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 Contractor's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Contractor in writing within sixty (60) days of the date of the final progress report that Contractor 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 Contractor 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 Contractor personally warrants that he or she is fully authorized to do so, that Contractor has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Contractor.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Treviicos South Inc., located at 38 3rd Ave, 3 Floor, Charlestown, MA 02129-4502.

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

Stefano Valagussa
CEO

DATE: 03/29/2023

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

E. Michelle Hernandez
District Director
Southeast Region

DATE: 03/31/2023