

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

## **I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Briston Construction LLC (Briston) federal construction projects located in the Houston, TX Standard Metropolitan Statistical Area (SMSA) which includes the following counties: Brazoria, Fort Bend, Harris, Liberty, Montgomery, and Waller beginning on July 27, 2022. OFCCP found that Briston failed to comply with Executive Order 11246, as amended (the Executive Order), and its respective implementing regulations 41 CFR 60-4. OFCCP notified Briston of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on June 1, 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 Briston 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 Briston's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under the Executive Order based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Briston 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 Briston'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. Briston 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 Briston of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Briston 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 Briston submits its final progress report required in Section IV, below, unless OFCCP notifies Briston in writing before the expiration date that Briston 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 Briston has met all of its obligations under the Agreement.
  10. If the Briston violates this Agreement:
    - a. The procedures at 41 CFR 60-1.34 will govern:
      - i. OFCCP will send Briston a written notice stating the alleged violation(s) and summarizing any supporting evidence.
      - ii. Briston 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 Briston 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 Briston, 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. Briston 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. Briston does not admit any violation of the Executive Order, 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 July 27, 2021 through July 27, 2022, Briston failed to provide written notification to OFCCP within 10 working days of an award of any construction subcontracts in excess of \$10,000 that was made under a covered federal or federally assisted construction contract, as required by 41 CFR 60-4.2(d)3.

**Remedy:** Briston will provide written notification to OFCCP within 10 working days of an award of any construction subcontract in excess of \$10,000 that is made under a covered federal or federally assisted construction contract, as required by 41 CFR 60-4.2(d)3. The notification will list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

2. **Violation:** During the period July 27, 2021 through July 27, 2022, Briston 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:** Briston will 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).

- Violation:** During the period July 27, 2021 through July 27, 2022, Briston 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 Briston had employment opportunities available, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7.b.

**Remedy:** Briston 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 Briston has employment opportunities available, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7.b.

- Violation:** During the period July 27, 2021 through July 27, 2022, Briston failed to develop on-the-job training opportunities and/or participate in training programs for the area which expressly include women, including upgrading programs and apprenticeship and trainee programs relevant to Briston's employment needs, especially those programs funded or approved by the Department of Labor; and provide notice of these programs to the sources compiled under 41 CFR 60-4.3(a)7.b., as required by 41 CFR 60-4.3(a)7.e.

**Remedy:** Briston will develop on-the-job training opportunities and/or participate in training programs for the area which expressly include women, including upgrading programs and apprenticeship and trainee programs relevant to its employment needs, especially those programs funded or approved by the Department of Labor. Briston will provide notice of these programs to the sources compiled under 41 CFR 60-4.3(a)7.b., as required by 41 CFR 60-4.3(a)7.e.

- Violation:** During the period July 27, 2021 through July 27, 2022, Briston failed to disseminate its EEO policy by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed, as required by 41 CFR 60-4.3(a)7.f.

**Remedy:** Briston will disseminate its EEO policy by specifically reviewing the policy with all management personnel and with all minority and female employees at least once

a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed, as required by 41 CFR 60-4.3(a)7.f.

6. **Violation:** During the period July 27, 2021 through July 27, 2022, Briston failed to review, at least annually, its EEO policy and affirmative action obligations under the Standard Federal Equal Employment Construction Specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site; and make and maintain a written record identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter, as required by 41 CFR 60-4.3(a) 7.g.

**Remedy:** Briston will review, at least annually, its EEO policy and affirmative action obligations under the Standard Federal Equal Employment Construction Specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record will be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter, as required by 41 CFR 60-4.3(a) 7.g.

7. **Violation:** During the period July 27, 2021 through July 27, 2022, Briston failed to disseminate its EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing Briston's EEO policy with other contractors and subcontractors with whom Briston does or anticipates doing business, as required by 41 CFR 60-4.3(a) 7.h.

**Remedy:** Briston will disseminate its EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing its EEO policy with other contractors and subcontractors with whom Briston does or anticipates doing business, as required by 41 CFR 60-4.3(a) 7.h.

8. **Violation:** During the period July 27, 2021 through July 27, 2022, Briston failed to direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving its recruitment area and employment needs, as required by 41 CFR 60-4.3(a) 7.i.

**Remedy:** Briston will direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving Briston's recruitment area and employment needs. Furthermore, Briston will ensure that, not later than one month prior to the date for the acceptance of applications for apprenticeships or other training, it sends written notification to such organizations, describing the openings, screening procedures, and tests to be used in the selection process, as required by 41 CFR 60-4.3(a)7.i.

9. **Violation:** During the period July 27, 2021 through July 27, 2022, Briston 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 workforce, as required by 41 CFR 60-4.3(a) 7.j.

**Remedy:** Briston will 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.

10. **Violation:** During the July 27, 2021 through July 27, 2022, Briston failed to conduct a review, at least annually, of all supervisors' adherence to and performance under its EEO policies and affirmative action obligations, as required by 41 CFR 60-4.3(a)7.p.

**Remedy:** Briston will conduct a review, at least annually, of all supervisors' adherence to and performance under its EEO policies and affirmative action obligations, as required by 41 CFR 60-4.3(a)7.p.

#### IV. OFCCP Monitoring Period

1. **Recordkeeping.** Briston agrees to retain all records relevant to the violations 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. Briston will retain

the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

## 2. Contractor Reports.

Briston 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 January 31, 2024 covering the period of July 1, 2023 through December 31, 2023
- b. Progress Report 2: Due on July 31, 2024 covering the period of January 1, 2024 through June 30, 2024.

Both reports shall contain the following information:

- i. For Violations 1 and 2: Briston will submit to OFCCP a copy of each notification of each award of any construction subcontracts in excess of \$10,000 that were made under a covered federal or federally assisted construction contract during the reporting period. The notification shall list the following subcontractor information:

- Business name.
- Address.
- Telephone number.
- Employer Identification.
- Estimated contract dollar amount.
- Estimated starting and completion dates.
- Geographical area for subcontract performance.

Additionally, Briston will submit a copy of each subcontract which 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.

- ii. For Violations 3, 4, 8: Briston will submit a list of current minority and female recruitment sources, a copy of the written notification to minority and female recruitment sources, community organizations, and schools when Briston has employment opportunities, and a copy of the organizations' responses to the notifications of employment opportunities. Additionally, Briston will provide a copy of notices regarding apprenticeships and trainee programs funded or approved by the Department of Labor that are relevant to Briston's employment needs. The notices must include a description of the opportunity (job, apprenticeship, training, etc.), screening procedures, and tests (if applicable) to be used in the selection

process and must be sent at least one month prior to the date for acceptance of applications.

- iii. For Violations 5, 6, 10: Briston will submit a report detailing its efforts to disseminate its EEO policy to all employees and a subsequent report of its review of affirmative action obligations under the Standard Federal Equal Employment Construction Specifications with all management and supervisory personnel. Both reports will identify the time and place of these meetings, persons attending (including signature), subject matter discussed, and disposition of the subject matter. Additionally, Briston will include the results of its review of all supervisors' adherence to and performance under its EEO policies and affirmative action obligations.
- iv. For Violation 7: Briston will maintain and submit a report of its efforts to inform contractor and subcontractors that it is currently or anticipates doing business of its EEO policy. This report will identify the name of the contractor or subcontractor, date of communication, type of communication (email, virtual meeting, etc.), name and title of contact person, and contact information (telephone number and email address).
- v. For Violation 9: Briston will provide documentation of its effort to encourage minority and female employees to recruit other minorities and females for trade/craft positions and provide after school, summer, and vacation employment to females.

Briston will submit the specified reports electronically to Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C)@dol.gov and Assistant District Director LaToya Smith at (b) (6), (b) (7)(C)@dol.gov. Briston 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 Briston provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and Briston believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Briston will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Briston of the FOIA request and provide Briston 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 Briston's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Briston in writing within sixty (60) days of the date of the final progress report that it 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 Briston within the allotted time that it has not fulfilled all of its obligations, this Agreement



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

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Briston Construction, LLC located at 309 E. 10<sup>th</sup> Drive, Mesa, AZ 85210-8706.

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

Brandon Carr  
Chief Executive Officer  
Briston Construction, LLC.  
Mesa, AZ

DATE: 5 Jun 23 \_\_\_\_\_

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

Karen N. Hyman  
Houston District Director  
Southwest and Rocky Mountain Region

DATE: 06/06/2023

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

LaToya Smith  
Houston Assistant District Director  
Southwest and Rocky Mountain Region

DATE: 06/06/2023 \_\_\_\_\_

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

Compliance Officer  
Southwest and Rocky Mountain Region

DATE: 06/06/2023 \_\_\_\_\_