

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
And  
MANHATTAN CONSTRUCTION COMPANY

Case No: C00306504

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Manhattan Construction Company (hereinafter Contractor) construction projects located in the Harrisburg, PA Standard Metropolitan Statistical Area (SMSA) beginning on August 12, 2022. OFCCP found that the Contractor failed to comply with Executive Order 11246, as amended, and their respective implementing regulations at 41- CFR Chapter 60.

OFCCP notified the Contractor of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on June 23, 2023.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable 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.

The attachments to this Agreement are deemed incorporated into this Agreement.

**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, based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if the Contractor violates any provision of this Agreement, as set forth in Paragraph 11, 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. The 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 it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves the 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 Mid-Atlantic Director of Outreach & Education (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 VIII, below, unless OFCCP notifies the Contractor in writing before the expiration date that the 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 the 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, C.F.R. 60-300. 63, and 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. The 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 the 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 the 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 agreed to in the Agreement.
  - b. Contractor 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.

11. Contractor neither admits nor denies 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 OFCCP.
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 August 12, 2021, through August 11, 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 the Contractor had employment opportunities available, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7.b.

**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 the Contractor has employment opportunities available, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7.b. Examples of minority and female recruitment sources include, but are not limited to:

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| <b>The YWCA of Greater Harrisburg</b><br><b>Address:</b> 1101 Market Street<br>Harrisburg, PA 17103<br><b>Website:</b> <a href="http://www.ywcahbg.org/">http://www.ywcahbg.org/</a><br><b>Contact:</b> (b) (6), (b) (7)(C)<br><b>Contact Email:</b> (b) (6), (b) (7)(C)@ywcahbg.org<br><b>Contact Phone Number:</b> (b) (6), (b) (7)(C) | <b>Pennsylvania Careerlink,</b><br><b>Cumberland County</b><br><b>Address:</b> 40 Noble Blvd., Ste 12<br>Carlisle, PA 17013<br><b>Website:</b> <a href="mailto:ra-li-bwdp-carlisle@pa.gov">ra-li-bwdp-carlisle@pa.gov</a><br><b>Contact:</b> (b) (6), (b) (7)(C) Site<br>Manager<br><b>Contact: Phone Number:</b> (b) (6), (b) (7)(C)<br>or (b) (6), (b) (7)(C) |
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2. **VIOLATION:** During the period August 12, 2021, through August 11, 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 union, a recruitment source or community organization and of what action was taken with respect to each such individual, as required by 41 CFR 60-4.3(a)7.c.

**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 union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual is sent to the union hiring hall for referral and is not referred back to Contractor by the union or, if referred, not employed by Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions Contractor may have taken, as required by 41 CFR 60-4.3(a)7.c.

3. **VIOLATION:** During the period, August 12, 2021, through August 11, 2022, Contractor 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:** Contractor 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).

4. **VIOLATION:** During the period August 12, 2021, through August 11, 2022, Contractor 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 Contractor's recruitment area and employment needs, as required by 41 CFR 60-4.3(a) 7.i.

**REMEDY:** Contractor 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 Contractor's recruitment area and employment needs. Furthermore, the Contractor 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. In addition, to the organizations, identified by the Contractor, the Contractor must also contact the following organization when opportunities occur:

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| <b>Resource Name:</b>     | Dauphin County Technical School<br>6001 Locust Lane<br>Harrisburg, PA 17109 |
| <b>Contact:</b>           | (b) (6), (b) (7)(C) Work-Based Learning Coordinator                         |
| <b>Contact Email:</b>     | (b) (6), (b) (7)(C)@dcts.org  |
| <b>Contact Telephone:</b> | (b) (6), (b) (7)(C)   |

5. **VIOLATION:** During the period August 12, 2021, through August 11, 2022, Contractor failed to develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to Contractor'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:** Contractor will develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall 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.

6. **VIOLATION:** During the period August 12, 2021, through August 11, 2022, Contractor failed to conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities, as required by 41 CFR 60-4.3(a)7.1.

**REMEDY:** Contractor will conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities, as required by 41 CFR 60-4.3(a)7.1.

#### 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. 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. The contractor will retain the records

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

## **2. Contractor Reports.**

Manhattan Construction Company 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 August 15, 2024, covering the period August 1, 2023, to July 31, 2024.

The Contractor will provide the following:

- i. A current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations in the Harrisburg PA SMSA when the Contractor has employment opportunities available, and maintain a record of the organizations' responses during the reporting period.
- ii. 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 union, a recruitment source or community organization and the action taken with respect to each such individual. If such an individual is sent to the union hiring hall for referral and is not referred back to the Contractor by the union, or, if the referred, is not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken during the reporting period.
- iii. A copy of the Contractor's subcontracts showing that they 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.
- iv. Correspondence and letters showing the Contractor directed 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 the Contractor's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations describing the openings, screening procedures, and tests to be used in the selection process.
- v. Documentation showing the Contractor developed on-the-job training opportunities and/or participated in training programs for the area which

expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor.

- vi. Documentation showing the Contractor conducted, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encouraged these employees to seek or to prepare for, through appropriate training during the reporting period.

The Contractor will submit the reports to:

Ms. Marlene Y. Williams  
Mid-Atlantic Regional Director of  
Outreach and Recruitment  
1835 Market Street, Suite 2000  
Philadelphia, PA 19103  
**(b) (6), (b) (7)(C)** [@dol.gov](mailto:_____@dol.gov)

Manhattan 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 the Contractor provides in accordance with this agreement are customarily kept private or closely-held, and the Contractor believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, the Contractor will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify the Contractor of the request and will provide the 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 Part II, Paragraph 10 above. If OFCCP fails to notify the Contractor in writing within sixty (60) days of the date of the final progress report that the 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 Manhattan personally warrants that he or she is fully authorized to do so, that Manhattan has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Manhattan.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Manhattan Construction Company located at 3330 Washington Blvd., Ste 300 Arlington, VA 22201-4535

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

John Reyhan  
President  
Manhattan Construction Company  
Arlington, VA 22201-4535

DATE: 7/14/2023

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

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Equal Opportunity Specialist  
Mid-Atlantic Regional Office

DATE: \_\_\_\_\_

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

Marlene Y. Williams  
Mid-Atlantic Director of Outreach & Education  
Mid-Atlantic Regional Office

DATE: \_\_\_\_\_