

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Bates Engineers/Contractors, Inc.

## **I. Preliminary Statement**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Bates Engineers/Contractors, Inc.'s ("Bates") located at 210 Airport Road, Bainbridge, GA, beginning on July 20, 2022. OFCCP found that Bates failed to comply with the Executive Order 11246, as amended ("E.O.11246"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), and their implementing regulations at 41 C.F.R. Chapter 60.

The violations identified in this Conciliation Agreement (Agreement) were found during a compliance evaluation of Bates' construction worksites in the Anniston, Alabama Standard Metropolitan Statistical Area. OFCCP notified Bates of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on June 28, 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 Bates enter into this Agreement and its attachments, and the parties agree to all the terms therein.

## **II. General Terms and Conditions**

1. In exchange for Bates' fulfillment of all 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(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Bates 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 Bates' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Bates 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 Bates 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. Bates 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 Bates submits its final progress report required in Section IV, below, unless OFCCP notifies Bates in writing before the expiration date that Bates 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 Bates has met all of its obligations under the Agreement.
10. If Bates violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34 will govern:
    - i. OFCCP will send Bates a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. Bates 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 Bates 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 Bates, 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. Bates 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. Bates 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 of July 1, 2021 through June 30, 2022 Bates Engineers/Contractors, Inc. failed to establish and maintain a current list of minority and female recruitment sources, as required by 41 CFR 60-4.3(a)7.b.

**REMEDY:** Bates Engineers/Contractors, Inc. 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 Bates Engineers/Contractors, Inc. 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:** During the period of July 1, 2021 through June 30, 2022, Bates Engineers/Contractors, Inc. 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:** Bates Engineers/Contractors, Inc. will 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 Bates Engineers/Contractors, Inc., as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Bates Engineers/Contractors, Inc. will 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, Bates Engineers/Contractors, Inc. shall provide updated information simultaneously with its next job listing.

3. **VIOLATION:** During the period of July 1, 2021, through June 30, 2022, Bates Engineers/Contractors, Inc. failed to provide written notification to OFCCP within 10 working days of award of any construction subcontract 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)

**REMEDY:** Bates Engineers/Contractors, Inc. will provide written notification to OFCCP within 10 working days of 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 shall 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.

#### **IV. OFCCP Monitoring Period**

1. **Recordkeeping.** Bates agrees to retain all records relevant to the violation(s) 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. Bates will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Bates Progress Reports.**

Bates 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 February 29, 2024 covering the period from August 1, 2023 through January 31, 2024.

- b. Progress Report 2: Due on August 31, 2024 covering the period of February 1, 2024 through July 31, 2024.

Pursuant to Violation 1: Documentation verifying Bates established and maintained a list of minority and female recruitment sources, provided written notification to minority and female recruitment sources and to community organizations when it had employment opportunities available, and maintained a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7. b.

Pursuant to Violation 2: Documentation verifying Bates listed all employment openings as they occurred with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occurred.

Pursuant to Violation 3: Documentation verifying that Bates provided written notification to OFCCP within 10 working days of award of any construction subcontract in excess of \$10,000 that is made under a covered federal or federally assisted construction contract.

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

**I. SIGNATURES**

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Bates Engineers/Contractors, Inc., 210 Airport Road, Bainbridge, Georgia.

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

Jason Lee  
President  
Bates Engineers/Contractors, Inc.  
Bainbridge, Georgia

DATE: 07/15/23

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

Christopher Williams  
District Director-Birmingham  
Southeast Region

DATE: 07/20/23

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

Guy Auguste  
Assistant District Director –Birmingham  
Southeast Region

DATE: 07/20/2023

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

for **(b) (6), (b) (7)(C)**  
Compliance Officer Birmingham  
District Office

DATE: 07/20/23