

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

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Fidelis Design and Construction, LLC. (Fidelis) federal, federally assisted, and non-federal construction projects located in the Philadelphia, PA – NJ Standard Metropolitan Statistical Area (SMSA) beginning on March 25, 2022. OFCCP found that Fidelis failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and their respective implementing regulations at 41 CFR 60-4.

OFCCP notified Fidelis of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on May 30, 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 Fidelis 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 Fidelis' 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 Fidelis 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 Fidelis' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Fidelis 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 Fidelis of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Fidelis 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 Fidelis submits its final progress report required in Section IV, below, unless OFCCP notifies Fidelis in writing before the expiration date that Fidelis 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 Fidelis has met all of its obligations under the Agreement.
10. If Fidelis violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Fidelis a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Fidelis 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 Fidelis 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 Fidelis, 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. Fidelis may be subject to the sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief for violating this Agreement.
11. Fidelis 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 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 March 1, 2021 through February 28, 2022, Fidelis 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: Fidelis 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).

2. **Violation:** During the period March 1, 2021 through February 28, 2022, Fidelis failed to provide written notification to OFCCP within 10 working days of the 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)3

Remedy: Fidelis will provide written notification to OFCCP within 10 working days of the 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. Fidelis will provide notification via the Notification of Construction Contract Award Portal (NCAP) at <https://www.dol.gov/agencies/ofccp/ncap>.

3. **Violation:** During the period March 1, 2021 through February 28, 2022, Fidelis failed to include the equal opportunity clause for E.O. 11246 in its subcontracts and/or purchase orders, either directly or by reference, in violation of 41 CFR 60-1.4(a)(c) and (d).

Remedy: Fidelis will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-1.4(a)(c) and (d).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Fidelis 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. Fidelis will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**

Fidelis 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 July 15, 2024, covering the period of July 1, 2023, through June 30, 2024.
 - i. Documentation that Fidelis provided written notification in their 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.
 - ii. Documentation that Fidelis provided 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.

- iii. Documentation that Fidelis included the equal opportunity clause for E.O. 11246 in its subcontracts and/or purchase orders, either directly or by reference as required.

Fidelis will submit reports to:

Edward J. Rogers
District Director
US Department of Labor - OFCCP
Robert N.C. Nix, Sr. Federal Bldg.
900 Market Street, Suite 311
Philadelphia, PA 19107
(b) (6), (b) (7)(C)[@dol.gov](mailto:_____@dol.gov)

Fidelis 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 Fidelis provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and Fidelis believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Fidelis will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will promptly notify Fidelis of the FOIA request and provide Fidelis 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 Fidelis’ final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Fidelis in writing within sixty (60) days of the date of the final progress report that Fidelis 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 Fidelis within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Fidelis has met all of its obligations under the Agreement or OFCCP determines that Fidelis is in violation of the Agreement, at which point the procedures at 41 C.F.R. 60-1.32 will govern.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Fidelis Design and Construction, LLC., 408 E. 4th Street, Suite 308, Bridgeport, PA 19405.

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President
Fidelis Design and Construction, LLC.

DATE: 7/17/2023

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

Edward. J. Rogers
District Director
Philadelphia District Office

DATE: July 21, 2023

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

Tracey Reid
Assistant District Director
Philadelphia District Office

DATE: July 21, 2023

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

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

Compliance Officer
Philadelphia District Office

DATE: 7/17/2023