

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

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the construction projects of Lorig Construction Company (Lorig) in the Chicago, IL Standard Metropolitan Statistical Area (SMSA), beginning on October 27, 2022. OFCCP found that Lorig failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and its respective implementing regulations at 41 C.F.R. Chapter 60.

OFCCP notified Lorig of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on August 9, 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 Lorig 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 Lorig's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA), based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Lorig 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 Lorig'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. Lorig 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 Lorig 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. Lorig 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 Lorig submits its final progress report required in Section IV, below, unless OFCCP notifies Lorig in writing before the expiration date that Lorig 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 Lorig has met all of its obligations under the Agreement.
10. If Lorig violates this Agreement:
 - a. The procedures at 41 C.F.R. § 60-1.34 will govern:
 - i. OFCCP will send Lorig a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Lorig 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 Lorig 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 Lorig, 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. Lorig 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. Lorig 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 December 27, 2021, through December 26, 2022, Lorig failed to maintain a current file of names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referrals from a union, a recruitment source or community organization and of what action was taken with respect to each individual as required by 41 CFR § 60-4.3(a)7.c.

REMEDY: Lorig will maintain a current file of names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referrals from a union, a recruitment source or community organization and of what action was taken with respect to each individual. If such individual is sent to the union hiring hall for referral and is not referred back to Lorig by the union, or if referred, but not employed by Lorig, this shall be documented in the file with the reason therefor, along with whatever additional actions Lorig may have taken, as required by 41 C.F.R. § 60-4.3(a)7.c.

2. **VIOLATION:** During the period of December 27, 2021, through December 26, 2022, Lorig failed to provide written notification to minority and female recruitment sources and to community organizations when Lorig or its unions had employment opportunities available, and maintain a record of the organizations' responses, as required by 41 C.F.R. § 60-4.3(a)7.b.

REMEDY: Lorig will provide written notification to minority and female recruitment sources and to community organizations when Lorig or its union has employment opportunities available, and maintain a record of the organizations' responses, as required

by 41 C.F.R. § 60- 4.3(a)7.b.

IV. OFCCP Monitoring Period

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

2. **Contractor Reports.**

Lorig agrees to furnish OFCCP with the following report during the Monitoring Period. The report will contain the documentation specified according to the dates scheduled:

Progress Report will be due September 15, 2024, and cover the period from the effective date of this Agreement through September 1, 2024.

Progress Report shall include:

Pursuant to Violation 1:

- Documentation that Lorig maintained a current file of each walk-in applicant, referrals from a union, referral from a recruitment source or community organization, local state employment agency, or other source that meets the definition of the Internet Applicant Recording Rule.
- Documentation shall include name, address, telephone number, race, gender, source of the applicant, trade/craft, date of the referral, date of hire (if applicable), referral source or other source of the individual expressing interest, and what action was taken with respect to each individual.

Pursuant to Violation 2:

- Documentation that Lorig provided written notification to female and minority recruitment sources and to community organizations when Lorig or its unions had employment opportunities available, and maintained a record of the organization responses.

Lorig will submit the documents and progress report to Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) @dol.gov. Lorig 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 Lorig provides in accordance with this agreement are customarily kept private or closely held, and Lorig believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA

request, Lorig will provide such reports to OFCCP marked as "Confidential." In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

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 Lorig final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Lorig in writing within sixty (60) days of the date of the final progress report that Lorig 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 Lorig within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Lorig has met all of its obligations under the Agreement.

V. Signatures

The person signing this Agreement on behalf of Lorig personally warrants that he or she is fully authorized to do so, that Lorig has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Lorig. This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Lorig Construction Company, 350 East Touhy Avenue Des Plaines, Illinois 60018.

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

David Lorig
Owner
Lorig Construction Company

DATE: 8/10/23

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

Karen D. Wallace
District Director
OFCCP, Chicago District Office

DATE: 8/10/23

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

Compliance Officer
OFCCP, Chicago District Office

DATE: _____