

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

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the construction projects of Richard Group LLC in the Chicago, IL Standard Metropolitan Statistical Area (SMSA), beginning on October 28, 2022. OFCCP found that Richard Group LLC 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 Richard Group LLC 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 Richard Group LLC 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 Richard Group LLC'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 Richard Group LLC 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 Richard Group LLC'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. Richard Group LLC 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 Richard Group LLC 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. Richard Group LLC 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 Richard Group LLC submits its final progress report required in Section IV, below, unless OFCCP notifies Richard Group LLC in writing before the expiration date that Richard Group LLC 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 Richard Group LLC has met all of its obligations under the Agreement.
10. If Richard Group LLC violates this Agreement:
 - a. The procedures at 41 C.F.R. § 60-1.34 will govern:
 - i. OFCCP will send Richard Group LLC a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Richard Group LLC 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 Richard Group LLC 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 Richard Group LLC, 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. Richard Group LLC 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. Richard Group LLC 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 November 4, 2021, through November 3, 2022, Richard Group LLC failed to review, at least annually, its Equal Employment Opportunity (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 C.F.R. § 60-4.3(a)7.g.

REMEDY: Richard Group LLC 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 shall 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 C.F.R. § 60-4.3(a)7.g.

2. **VIOLATION:** During the period November 4, 2021, through November 3, 2022, Richard Group LLC 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 C.F.R. § 60-4.2(d)3.

REMEDY: Richard Group LLC will provide notice within 10 working days to OFCCP 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 C.F.R. § 60-4.2(d)3. Richard Group LLC will provide notification via the Notification of Construction Contract Award Portal (NCAP) at <https://www.dol.gov/agencies/ofccp/ncap>.

IV. OFCCP Monitoring Period

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

2. **Contractor Reports.**

Richard Group LLC 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 Richard Group LLC reviewed its EEO policy with all management personnel working in the Chicago, IL Standard Metropolitan Statistical Area (SMSA).
- Documentation must identify the time and place of meetings held to review the EEO policy, name and job title of persons attending, subject matter discussed, and disposition of the subject matter.

Pursuant to Violation 2:

- Documentation that Richard Group LLC provided written notification to OFCCP within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under a federal or federally assisted construction contract resulting from this solicitation.
- Documentation must 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 geographical location in which the subcontract is to be performed.

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

V. Signatures

The person signing this Agreement on behalf of Richard Group LLC personally warrants that he or she is fully authorized to do so, that Richard Group LLC has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Richard Group LLC. This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Richard Group LLC, 566 Lake Street, Suite 100, Chicago, IL 60626-1661.

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

Jed Richard
President
Richard Group LLC

DATE: 8/15/23

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

Karen D. Wallace
District Director
OFCCP, Chicago District Office

DATE: 8/16/23

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

Compliance Officer
OFCCP, Chicago District Office

DATE: 8/16/2023