

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Reyes Construction, Inc.

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Reyes Construction, Inc. (Reyes Construction), 1383 S Signal Drive, Pomona, CA 91766, beginning on March 21, 2022. OFCCP found that Reyes Construction failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 CFR Chapter 60.

OFCCP notified Reyes Construction of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on August 1, 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 Reyes Construction 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 Reyes Construction's fulfillment of all its 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 violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Reyes Construction 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 Reyes Construction'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. Reyes Construction 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 Reyes Construction 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. Reyes Construction 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 Reyes Construction submits its final progress report required in Section IV, below, unless OFCCP notifies Reyes Construction in writing before the expiration date that Reyes Construction 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 Reyes Construction has met all of its obligations under the Agreement.
10. If Reyes Construction violates this Agreement:
  - a. The procedures 41 CFR 60-1.34, 41 CFR 60-300.63, and/or 41 CFR 60-741.63 will govern:
    - i. OFCCP will send Reyes Construction a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. Reyes Construction 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 Reyes Construction 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 Reyes Construction, 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. Reyes Construction may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-1.27, 41 CFR 60-741.66, or 41 CFR 60-300.66 and/or other appropriate relief for violating this Agreement.
- 11. Reyes Construction 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**

#### **Executive Order 11246**

- 1. **VIOLATION:** During the period January 1, 2021 through December 31, 2021, Reyes Construction 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 Reyes Construction or its union had employment opportunities available, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7.b.

**REMEDY:** Reyes Construction agrees 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 Reyes Construction or its union 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 January 1, 2021 through December 31, 2021 Reyes Construction 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:** Reyes Construction agrees 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. If such individual is sent to the union hiring hall for referral and is not referred back to Reyes Construction by the union or, if referred, not employed by Reyes Construction, this shall be documented in the file with the reason therefor, along with whatever additional actions Reyes Construction may have taken, as required by 41 CFR 60-4.3(a)7.c.

3. **VIOLATION:** During the period January 1, 2021 through December 31, 2021, Reyes Construction failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-1.12(a) and (e); maintain its current AAP and documentation of its good faith effort, as required by 41 CFR 60-1.12(b); preserve its AAP and documentation of good faith effort for the immediately preceding AAP year, as required by 41 CFR 60-1.12(b); maintain and/or have available records showing gender, race, and ethnicity of each employee; and where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as required by 41 CFR 60-1.12(c). Specifically, Reyes Construction failed to keep applicant, testing, interview, hiring or other general personnel or employment records; and failed to keep the records for a period of not less than two years from the date of the making of the record or the personnel action, which ever occurred later.

**REMEDY:** Reyes Construction agrees to keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-1.12(a) and (e), and will keep and preserve those records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurs later. However, if Reyes Construction has a total workforce of 150 or fewer employees or does not have a government contract of at least \$150,000, the minimum record retention period shall be one year from the making of the record or the personnel action, whichever occurs later, as permitted by 41 CFR 60-1.12(a). Reyes Construction also agrees to maintain its current AAP and documentation of its good faith efforts, as required by 41 CFR 60-1.12(b); preserve its AAP and documentation of good faith effort for the immediately preceding AAP year, as required by 41 CFR 60-1.12(b); and maintain and/or have available records showing the gender, race, and ethnicity of each employee and, where possible, the

gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c).

4. **VIOLATION:** During the period January 1, 2021 through December 31, 2021, Reyes Construction 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 the contractor's recruitment area and employment needs, as required by 41 CFR 60-4.3(a) 7.i.

**REMEDY:** Reyes Construction agrees 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 the contractor's recruitment area and employment needs. Furthermore, Reyes Construction must 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.

5. **VIOLATION:** During the period January 1, 2021 through December 31, 2021, Reyes Construction 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 Reyes Construction'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:** Reyes Construction agrees 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 Reyes Construction's employment needs, especially those programs funded or approved by the Department of Labor. Reyes Construction 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 January 1, 2021 through December 31, 2021, Reyes Construction failed to disseminate the "Pay Transparency Nondiscrimination Provision," using the language prescribed by the Director of OFCCP, to employees and applicants, as required by 41 CFR 60-1.35(c). Specifically, Reyes Construction failed to incorporate the nondiscrimination provision into existing employee manuals or handbooks; and post the nondiscrimination provision electronically or by posting a copy of the provision in conspicuous places available for employees and applicants.

**REMEDY:** Reyes Construction agrees to disseminate the "Pay Transparency Nondiscrimination Provision," using the language prescribed by the Director of OFCCP, to employees and applicants by posting the provision electronically or by posting a copy

of the provision in conspicuous places available for employees and applicants; and by incorporating the nondiscrimination provision into existing employee manuals or handbooks. In order to facilitate the implementation of this requirement, OFCCP has created two versions of the nondiscrimination provision which can be found on OFCCP's website.

### **Section 503**

7. **VIOLATION:** Reyes Construction's Section 503 Affirmative Action Program (AAP) failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, Reyes Construction's AAP failed to include the review of personnel processes element described in 41 CFR 60-741.44(b).

**REMEDY:** Reyes Construction agrees to include the review of personnel process element described in 41 CFR 60-741.44(b) in its Section 503 AAP, as required by 41 CFR 60-741.44.

8. **VIOLATION:** Reyes Construction's Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, Reyes Construction's AAP failed to provide a schedule for the review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-741.44(c)(1).

**REMEDY:** Reyes Construction agrees to include in its Section 503 AAP a schedule for the review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-741.44(c)(1).

9. **VIOLATION:** Reyes Construction's Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, Reyes Construction's AAP failed to include the external EEO policy dissemination, outreach, and positive recruitment element described in 41 CFR 60-741.44(f).

**REMEDY:** Reyes Construction agrees to include the internal EEO policy dissemination, outreach, and positive recruitment element described in 41 CFR 60-741.44(f) in its Section 503 AAP, as required by 41 CFR 60-741.44.

10. **VIOLATION:** During the period January 1, 2021 through December 31, 2021, Reyes Construction failed to annually review the effectiveness of the outreach and recruitment

efforts it took over the previous twelve months to identify and recruit qualified individuals with disabilities, as required by 41 CFR 60-741.44(f)(3).

**REMEDY:** Reyes Construction agrees to annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). If Reyes Construction concludes that the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it shall identify and implement alternative efforts listed in 41 CFR 60-741.44(f)(1) or (f)(2).

11. **VIOLATION:** Reyes Construction's Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, Reyes Construction's AAP failed to include the audit and reporting system element described in 41 CFR 60-741.44(h).

**REMEDY:** Reyes Construction agrees to include the audit and reporting system element described in 41 CFR 60-741.44(h) in its Section 503 AAP, as required by 41 CFR 60-741.44.

12. **VIOLATION:** Reyes Construction's Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, Reyes Construction's AAP failed to include a statement that identifies the person(s) designated to direct, manage, and ensure the implementation of its AAP, as required by 41 CFR 60-741.44(i).

**REMEDY:** Reyes Construction agrees to include a statement in its Section 503 AAP that identifies the person(s) designated to direct, manage, and ensure the implementation of its Section 503 AAP, as required by 41 CFR 60-741.44(i).

13. **VIOLATION:** Reyes Construction's Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, Reyes Construction's AAP failed to include the training element described in 41 CFR 60-741.44(j).

**REMEDY:** Reyes Construction agrees to include the training element described in 41 CFR 60-741.44(j) in its Section 503 AAP, as required by 41 CFR 60-741.

14. **VIOLATION:** Reyes Construction's Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, Reyes Construction's AAP failed to include the data collection analysis element described in 41 CFR 60-741.44(k).

**REMEDY:** Reyes Construction agrees to include the data collection analysis described in 41 CFR 60-741.44(k) in its Section 503 AAP, as required by 41 CFR 60-741.44.

## **VEVRAA**

15. **VIOLATION:** Reyes Construction's VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Reyes Construction's AAP failed to include the external EEO policy dissemination, outreach and positive recruitment element described in 41 CFR 60-300.44(f).

**REMEDY:** Reyes Construction agrees to include the internal EEO policy dissemination, outreach and positive recruitment element described in 41 CFR 60-300.44(f) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

16. **VIOLATION:** During the period January 1, 2021 through December 31, 2021, Reyes Construction failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified protected veterans, as required by 41 CFR 60-300.44(f)(3).

**REMEDY:** Reyes Construction agrees to annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). If Reyes Construction concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2).

17. **VIOLATION:** Reyes Construction's VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Reyes Construction's AAP failed to include the audit and reporting system element described in 41 CFR 60-300.44(h).

**REMEDY:** Reyes Construction agrees to include the audit and reporting system element described in 41 CFR 60-300.44(h) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

18. **VIOLATION:** Reyes Construction's VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Reyes Construction's AAP failed to include a statement that identifies the person(s) designated to direct, manage, and ensure the implementation of its AAP, as required by 41 CFR 60-300.44(i).

**REMEDY:** Reyes Construction agrees to include a statement in its VEVRAA AAP that identifies the person(s) designated to direct, manage, and ensure the implementation of its VEVRAA AAP, as required by 41 CFR 60-300.44(i).

19. **VIOLATION:** Reyes Construction's VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Reyes Construction's AAP failed to include the training element described in 41 CFR 60-300.44(j).



**REMEDY:** Reyes Construction agrees to include the training element described in 41 CFR 60-300.44(j) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

20. **VIOLATION:** Reyes Construction's VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Reyes Construction's AAP failed to include the data collection analysis element described in 41 CFR 60-300.44(k).

**REMEDY:** Reyes Construction agrees to include the data collection analysis element described in 41 CFR 60-300.44(k) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

21. **VIOLATION:** Reyes Construction's VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Reyes Construction's AAP failed to include the review of personnel processes element described in 41 CFR 60-300.44(b).

**REMEDY:** Reyes Construction agrees to include the review of personnel process element described in 41 CFR 60-300.44(b) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

22. **VIOLATION:** Reyes Construction's VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Reyes Construction's AAP failed to provide a schedule for the review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-300.44(c)(1).

**REMEDY:** Reyes Construction agrees to include in its VEVRAA AAP a schedule for the review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-300.44(c)(1).

23. **VIOLATION:** During the period January 1, 2021 through December 31, 2021, Reyes Construction failed to establish a hiring benchmark to measure its progress toward achieving equal employment opportunity for protected veterans, in violation of 41 CFR 60-300.45. Specifically, Reyes Construction failed to provide evidence of compliance, and failed to maintain benchmark records for three years, as required in 41 CFR 60-300.45(c).

**REMEDY:** Reyes Construction agrees to establish a hiring benchmark for each of its establishments, on an annual basis, using one of the two methods prescribed in 41 CFR 60-300.45(b). Reyes Construction must document its hiring benchmark, and, if Reyes

Construction sets its benchmark using the five-factor approach described in 41 CFR 60-300.45(b)(2), it must also document each factor that it considered in establishing its benchmark and the relative significance it accorded to each one. Reyes Construction must retain these records for three years, as required by 41 CFR 60-300.45(c).

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

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

2. **Contractor Report.**

Reyes Construction 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: Due on February 1, 2025, covering the period of January 1, 2024 through December 31, 2024.

##### **Executive Order 11246**

- a. Documentation demonstrating: Reyes Construction established and maintained a current list of minority and female recruitment sources, provided written notification to minority and female recruitment sources and to community organizations when Reyes Construction or its union had employment opportunities available, and maintained a record of the organizations' responses.
- b. Documentation demonstrating: Reyes Construction maintained 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 was sent to the union hiring hall for referral and was not referred back to Reyes Construction by the union or, if referred, not employed by Reyes Construction, this shall be documented in the file with the reason therefor, along with whatever additional actions Reyes Construction may have taken.
- c. Documentation demonstrating: Reyes Construction maintained kept applicant, testing, interview, hiring or other general personnel or employment records; and kept the records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurred later.

- d. Documentation demonstrating: Reyes Construction 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 contractor's recruitment area and employment needs. Furthermore, Reyes Construction ensured that, not later than one month prior to the date for the acceptance of applications for apprenticeships or other training, it sent written notification to such organizations, describing the openings, screening procedures, and tests to be used in the selection process.
- e. Documentation demonstrating: Reyes Construction developed on-the-job training opportunities and/or participated in training programs for the area which expressly included minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to Reyes Construction's employment needs, especially those programs funded or approved by the Department of Labor; and Reyes Construction provided notice of these programs to the sources compiled under 41 CFR 60-4.3(a)7.b.
- f. Documentation demonstrating: Reyes Construction disseminated the "Pay Transparency Nondiscrimination Provision," using the language prescribed by the Director of OFCCP, to employees and applicants by posting the provision electronically or by posting a copy of the provision in conspicuous places available for employees and applicants; and by incorporating the nondiscrimination provision into existing employee manuals or handbooks.

### **Section 503**

- g. Documentation demonstrating: Reyes Construction's review of personnel process element described in 41 CFR 60-741.44(b) in its Section 503 AAP.
- h. Documentation demonstrating: Reyes Construction included in its Section 503 AAP a schedule for the review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-741.44(c)(1).
- i. Documentation demonstrating: Reyes Construction included the internal EEO policy dissemination, outreach, and positive recruitment element described in 41 CFR 60-741.44(f) in its Section 503 AAP, as required by 41 CFR 60-741.44.
- j. Documentation demonstrating: Reyes Construction annually reviewed its outreach and recruitment activities, assessed their effectiveness, and documented this review, in accordance with 41 CFR 60-741.44(f)(3). If Reyes Construction concludes that the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it shall identify and implement alternative efforts listed in 41 CFR 60-741.44(f)(1) or (f)(2).

- k. Documentation demonstrating: Reyes Construction included the audit and reporting system element described in 41 CFR 60-741.44(h) in its Section 503 AAP, as required by 41 CFR 60-741.44.
- l. Documentation demonstrating: Reyes Construction included a statement in its Section 503 AAP that identifies the person(s) designated to direct, manage, and ensure the implementation of its Section 503 AAP, as required by 41 CFR 60-741.44(i).
- m. Documentation demonstrating: Reyes Construction included the training element described in 41 CFR 60-741.44(j) in its Section 503 AAP, as required by 41 CFR 60-741.
- n. Documentation demonstrating: Reyes Construction included the data collection analysis described in 41 CFR 60-741.44(k) in its Section 503 AAP, as required by 41 CFR 60-741.44.

#### **VEVRAA**

- o. Documentation demonstrating: Reyes Construction included the internal EEO policy dissemination, outreach and positive recruitment element described in 41 CFR 60-300.44(f) in its VEVRAA AAP, as required by 41 CFR 60-300.44.
- p. Documentation demonstrating: Reyes Construction annually reviewed its outreach and recruitment activities, assessed their effectiveness, and documented this review, in accordance with 41 CFR 60-300.44(f)(3). If Reyes Construction concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2).
- q. Documentation demonstrating: Reyes Construction included the audit and reporting system element described in 41 CFR 60-300.44(h) in its VEVRAA AAP, as required by 41 CFR 60-300.44.
- r. Documentation demonstrating: Reyes Construction included a statement in its VEVRAA AAP that identifies the person(s) designated to direct, manage, and ensure the implementation of its VEVRAA AAP, as required by 41 CFR 60-300.44(i).
- s. Documentation demonstrating: Reyes Construction included the training element described in 41 CFR 60-300.44(j) in its VEVRAA AAP, as required by 41 CFR 60-300.44.
- t. Documentation demonstrating: Reyes Construction included the data collection analysis element described in 41 CFR 60-300.44(k) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

- u. Documentation demonstrating: Reyes Construction included the review of personnel process element described in 41 CFR 60-300.44(b) in its VEVRAA AAP, as required by 41 CFR 60-300.44.
- v. Documentation demonstrating: Reyes Construction included in its VEVRAA AAP a schedule for the review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-300.44(c)(1).
- w. Documentation demonstrating: Reyes Construction established a hiring benchmark for each of its establishments, on an annual basis, using one of the two methods prescribed in 41 CFR 60-300.45(b); Reyes Construction documented its hiring benchmark, and, if Reyes Construction set its benchmark using the five-factor approach described in 41 CFR 60-300.45(b)(2), it documented each factor that it considered in establishing its benchmark and the relative significance it accorded to each one; and Reyes Construction retained these records for three years, as required by 41 CFR 60-300.45(c).

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

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Reyes Construction, 1383 S Signal Drive, Pomona, California.

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

EDDIE GALLARDO  
Chief Financial Officer  
Reyes Construction  
1383 S Signal Drive, Pomona, CA 91766

DATE: 8/25/23

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

AGNES HUANG  
District Director  
Los Angeles District Office  
Pacific Region

DATE: August 30, 2023