

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

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Serviam Construction, LLC federal, federally assisted, and non-federal construction projects located in the Altoona, PA Standard Metropolitan Statistical Area (SMSA), beginning on March 23, 2022. OFCCP found that Serviam Construction, LLC 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 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 Serviam Construction, LLC of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on September 8, 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 Serviam Construction, 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 Serviam Construction, 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, and VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Serviam Construction, 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 Serviam Construction, 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. Serviam Construction, 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 Serviam Construction, 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. Serviam Construction, 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 Acting Assistant 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 Serviam Construction, LLC submits its final progress report required in Section IV, below, unless OFCCP notifies Serviam Construction, LLC in writing before the expiration date that Serviam Construction, 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 Serviam Construction, LLC has met all of its obligations under the Agreement.
10. If Serviam Construction, LLC violates this Agreement:
 - a. The procedures at: 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Serviam Construction, LLC a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Serviam Construction, 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 Serviam Construction, 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 Serviam Construction, 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. Serviam Construction, LLC may be subject to the sanctions set forth in: Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66, or 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
11. Serviam Construction, 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 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 1:** During the period March 23, 2021, through March 22, 2022, Serviam Construction, LLC 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 Serviam Construction, LLC or its unions have employment opportunities available, and maintain a record of the organizations' responses as required by 41 CFR 60-4.3(a)7.b.

Remedy 1: Serviam Construction, LLC 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 Serviam Construction, LLC or its unions have employment opportunities available, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7.b. Among its recruitment activities, Serviam Construction, LLC will solicit

the assistance and support of the following organizations by sending them its job vacancy announcements:

Greater Altoona Career and Technology Center

Kim Ciccarella, Continuing Education Specialist

1500 Fourth Ave.

Altoona, PA 16002

(b) (6), (b) (7)(C) altoonactc.edu

Greater Johnstown Career and Technology Center

Fran Kazmierczyk, Career Counselor

445 Schoolhouse Rd.

Johnstown, PA 15904

(b) (6), (b) (7)(C) gjctc.org

Central Pennsylvania Institute of Science & Technology

Todd Taylor, Vice-President of Post-Secondary Education

540 North Harrison Rd.

Pleasant Gap, PA 16823

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

2. **Violation 2:** During the period March 23, 2021, through March 22, 2022, Serviam Construction, LLC failed to disseminate Serviam Construction, LLC's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting Serviam Construction, LLC in meeting its EEO obligations, as required by 41 CFR 60-4.3(a)7.f.

Remedy 2: Serviam Construction, LLC will disseminate Serviam Construction, LLC's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting Serviam Construction, LLC in meeting its EEO obligations, as required by 41 CFR 60-4.3(a)7.f.

3. **Violation 3:** During the period March 23, 2021, through March 22, 2022, Serviam Construction, LLC failed to review, at least annually, its EEO policy and affirmative action obligations under the Standard Federal Equal Employment Opportunity Construction Contract 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 failed to 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 CFR 60-4.3(a)7.g.

Remedy 3: Serviam Construction, LLC will review, at least annually, its EEO policy and affirmative action obligations under the Standard Federal Equal Employment Opportunity Construction Contract 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. Additionally, 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 CFR 60-4.3(a)7.g.

4. **Violation 4:** During the period March 23, 2021, through March 22, 2022, Serviam Construction, LLC failed to disseminate Serviam Construction, LLC's EEO policy externally by providing written notification to and discussing Serviam Construction, LLC's EEO policy with other Contractors and Subcontractors with whom Serviam Construction, LLC does or anticipates doing business, as required by 41 CFR 60-4.3(a)7.h.

Remedy 4: Serviam Construction, LLC will disseminate Serviam Construction, LLC's EEO policy externally by providing written notification to and discussing Serviam Construction, LLC's EEO policy with other Contractors and Subcontractors with whom Serviam Construction, LLC does or anticipates doing business, as required by 41 CFR 60-4.3(a)7.h.

5. **Violation 5:** During the period March 23, 2021, through March 22, 2022, Serviam Construction, LLC 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 Serviam Construction, LLC's recruitment area and employment needs, as required by 41 CFR 60-4.3(a)7.i.

Remedy 5: Serviam Construction, LLC will 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 Serviam Construction, LLC's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, Serviam Construction, LLC shall send written notification to organizations such as the above, 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.

6. **Violation 6:** During the period March 23, 2021, through March 22, 2022, Serviam Construction, LLC failed to conduct a review, at least annually, of all supervisors' adherence to and performance under Serviam Construction, LLC's EEO policies and affirmative action obligations, as required by 41 CFR 60-4.3(a)7.p.

Remedy 6: Serviam Construction, LLC will conduct a review, at least annually, of all supervisors' adherence to and performance under Serviam Construction, LLC's EEO policies and affirmative action obligations, as required by 41 CFR 60-4.3(a)7.p.

7. **Violation 7:** During the period March 23, 2021, through March 22, 2022, Serviam Construction, LLC failed to include the equal opportunity clauses for E.O. 11246, Section 503, and VEVRAA in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, as required by 41 CFR 60-1.4(a)(c) and (d); 41 CFR 60-741.5(a)-(d); and 41 CFR 60-300.5(a)-(d).

Remedy 7: Serviam Construction, LLC will include the equal opportunity clauses for E.O. 11246, Section 503 and VEVRAA in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, as required by 41 CFR 60-1.4(a)(c) and (d); 41 CFR 60-741.5(a)-(d); and 41 CFR 60-300.5(a)-(d).

8. **Violation 8:** During the period of March 23, 2021 through March 22, 2022, Serviam Construction, LLC 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 8: Serviam Construction, LLC 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).

9. **Violation 9:** During the period March 23, 2021, through March 22, 2022, Serviam Construction, LLC failed to immediately list all applicable employment openings with either the State workforce agency job bank or a local employment service delivery system serving the location where the openings occurred, as required by 41 CFR 60-300.5(a)2-6.

Remedy 9: Serviam Construction, LLC will immediately list all applicable employment openings with either the State workforce agency job bank or a local employment service delivery system serving the location where the openings occurred, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Serviam Construction, LLC must 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, Serviam Construction, LLC shall provide updated information simultaneously with its next job listing.

IV. OFCCP Monitoring Period

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

Serviam Construction, LLC 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 April 30, 2024, covering the period of October 1, 2023 through March 31, 2024.

Documentation of:

- i. a current list of minority and female recruitment sources and documentation of outreach to these sources, utilizing, at minimum, the sources provided in Remedy One, above. For each source, provide the number of referrals sent, the number of job offers made (if any) and the number hires made (if any). For all referrals/applicants, offers and hires, please include the name, race, gender, and job title of each selected individual;
- ii. the notification of the company's EEO policy to unions and training programs as described in Remedy Two, above;
- iii. the specific review of the company's EEO policy and Affirmative Action Obligations (16 AA Specifications) with employees having personnel responsibilities as described in Remedy Three, above;
- iv. the notification of the company's EEO policy with other Contractors and Sub-contractors as described in Remedy Four, above;
- v. the recruitment efforts to minority, female, and community organizations, not later than one month prior to the acceptance of applications for apprenticeship or other training programs, as described in Remedy Five, above;

- vi. the record of the review of supervisors' adherence to and performance under the company's EEO policy and Affirmative Action Obligations as described in Remedy Six, above;
 - vii. the inclusion of the EO clauses for Executive Order 11246, Section 503, and VEVRAA in the company's subcontract language as described in Remedy Seven, above;
 - viii. the inclusion of the 16 Affirmative Action Specifications and applicable goals for minorities and females in the company's subcontract language as described in Remedy Eight, above;
 - ix. the listing of all applicable employment openings with the local employment service delivery system as described in Remedy Nine, above.
- b. Progress Report 2: Due on January 31, 2025, covering the period of April 1, 2024, through December 31, 2024.
- i. a current list of minority and female recruitment sources and documentation of outreach to these sources, utilizing, at minimum, the sources provided in Remedy One, above. For each source, provide the number of referrals sent, the number of job offers made (if any) and the number hires made (if any). For all referrals/applicants, offers and hires, please include the name, race, gender, and job title of each selected individual;
 - ii. the notification of the company's EEO policy to unions and training programs as described in Remedy Two, above;
 - iii. the specific review of the company's EEO policy and Affirmative Action Obligations (16 AA Specifications) with employees having personnel responsibilities as described in Remedy Three, above;
 - iv. the notification of the company's EEO policy with other Contractors and Sub-contractors as described in Remedy Four, above;
 - v. the recruitment efforts to minority, female, and community organizations, not later than one month prior to the acceptance of applications for apprenticeship or other training programs, as described in Remedy Five, above;
 - vi. the record of the review of supervisors' adherence to and performance under the company's EEO policy and Affirmative Action Obligations as described in Remedy Six, above;

- vii. the inclusion of the EO clauses for Executive Order 11246, Section 503, and VEVRAA in the company's subcontract language as described in Remedy Seven, above;
- viii. the inclusion of the 16 Affirmative Action Specifications and applicable goals for minorities and females in the company's subcontract language as described in Remedy Eight, above;
- ix. the listing of all applicable employment openings with the local employment service delivery system as described in Remedy Nine, above.

Serviam Construction, LLC will submit reports to:

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

Compliance Officer
U.S. Department of Labor
Office of Federal Contract Compliance Programs
Room 2103 Federal Building
1000 Liberty Avenue
Pittsburgh, Pennsylvania 15222

(b) (6), (b) (7)(C)@dol.gov

Serviam Construction, 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 Serviam Construction, LLC provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Serviam Construction, LLC believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Serviam Construction, LLC will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Serviam Construction, LLC of the FOIA request and provide Serviam Construction, 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 Serviam Construction, LLC's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Serviam Construction, LLC in writing within sixty (60) days of the date of the final progress report that Serviam Construction, 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 Serviam Construction, 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 Serviam Construction, LLC has met all of its obligations under the Agreement or OFCCP determines that Serviam Construction, LLC 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 Serviam Construction, LLC personally warrants that they are fully authorized to do so, that Serviam Construction, LLC has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Serviam Construction, LLC.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Serviam Construction, LLC, 2304 Broad Ave., Altoona, PA 16601.

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

Jayne Rhodes
President
Serviam Construction, LLC
Altoona, Pennsylvania

DATE: 9/18/23

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

Jose Martinez
Acting Assistant District Director
Pittsburgh District Office
Mid-Atlantic Region

DATE: 9/18/23

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

Compliance Officer
Pittsburgh District Office
Mid-Atlantic Region

DATE: 9/18/23