

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Tuckman-Barbee Construction Company, Inc.

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Tuckman-Barbee Construction Company, Inc.'s (Tuckman-Barbee) federal construction projects located in the Washington, DC – MD – VA Standard Metropolitan Statistical Area (SMSA), beginning on March 21, 2022. OFCCP found that Tuckman-Barbee failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and its respective implementing regulations at 41 CFR Chapter 60.

OFCCP notified Tuckman-Barbee of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on September 11, 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 Tuckman-Barbee enter into this Conciliation Agreement (Agreement), and the parties agree to all the terms therein.

**II. General Terms and Conditions**

1. In exchange for Tuckman-Barbee's 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 Tuckman-Barbee 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 Tuckman-Barbee'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. Tuckman-Barbee 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 Tuckman-Barbee 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. Tuckman-Barbee 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 Tuckman-Barbee submits its final progress report required in Section IV, below, unless OFCCP notifies Tuckman-Barbee in writing before the expiration date that Tuckman-Barbee 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 Tuckman-Barbee has met all of its obligations under the Agreement.
  10. If Tuckman-Barbee violates this Agreement:
    - a. The procedures at 41 C.F.R. 60-1.34 will govern:
      - i. OFCCP will send Tuckman-Barbee a written notice stating the alleged violations and summarizing any supporting evidence.
      - ii. Tuckman-Barbee 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 Tuckman-Barbee 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 Tuckman-Barbee, 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. Tuckman-Barbee may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41, and/or other appropriate relief for violating this Agreement.
11. Tuckman-Barbee does not admit any violation of the Executive Order, 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 of April 12, 2021 through April 11, 2022, Tuckman-Barbee failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-1.12(a) and (e). Specifically, Tuckman-Barbee failed to maintain an applicant flow log of solicitations made to the unions from which it draws employees.

**REMEDY:** Tuckman-Barbee will 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 Tuckman-Barbee 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).

2. **VIOLATION:** During the period of April 12, 2021 through April 11, 2022, Tuckman-Barbee 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 Tuckman-Barbee had employment

opportunities available, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7.b.

**REMEDY:** Tuckman-Barbee 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 Tuckman-Barbee has 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, Tuckman-Barbee will solicit the assistance and support of the following organizations by sending them its job vacancy announcements:

- **National Governors Association**  
Address: 444 North Capitol Street  
Washington, DC 20001  
Website: <http://www.nga.org/cms/home.html>  
Contact: Lauren Stewart  
Contact Email: [info@nga.org](mailto:info@nga.org)  
Contact Phone Number: (b) (6), (b) (7)(C)
  
- **The Partnership for Working Families**  
Address: 1825 K Street NW Suite 210  
Washington, DC 20006  
Website: <http://www.forworkingfamilies.org/>  
Contact: Felicia Griffin  
Contact Email: (b) (6), (b) (7)(C)@forworkingfamilies.org  
Contact Phone Number: (b) (6), (b) (7)(C)

3. **VIOLATION:** During the period April 12, 2021 through April 11, 2022, Tuckman-Barbee 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:** Tuckman-Barbee will 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 Tuckman-Barbee by the union or, if referred, not employed by Tuckman-Barbee, this shall be documented in the file with the reason therefor, along with whatever additional actions Tuckman-Barbee may have taken, as required by 41 CFR 60-4.3(a)7.c.

4. **VIOLATION:** During the period April 12, 2021 through April 11, 2022, Tuckman-Barbee 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 Tuckman-Barbee's recruitment area and employment needs, as required by 41 CFR 60-4.3(a) 7.i.

**REMEDY:** Tuckman-Barbee 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 Tuckman-Barbee's recruitment area and employment needs. Furthermore, Tuckman-Barbee will 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.

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

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

2. **Tuckman-Barbee Reports.**

Tuckman-Barbee agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

Progress Report 1: Due on March 29, 2024 covering the period of September 1, 2023 through February 29, 2024.

- a. An applicant flow log listing all trade worker solicitations to the unions with which Tuckman-Barbee has collective bargaining agreements and the responses from each union. The log should contain demographic information such as name, race and gender of the trade employees provided by the union;
- b. A current list of minority and female recruitment sources for job openings in the Washington, DC– MD – VA Standard Metropolitan Statistical Area (SMSA) and documentation of outreach to these sources, utilizing, at minimum, the sources provided in Remedy Two, 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;
- c. Documentation that Tuckman-Barbee developed and implemented a system that maintains a current list 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 records the action(s) taken with respect to each individual.

- d. A current list of Tuckman-Barbee's 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 Tuckman-Barbee's recruitment area and employment needs.

Tuckman-Barbee will submit reports to District Director Kimberlyn Love, 2 Hopkins Plaza, Suite 600, Baltimore, MD 21201, (b) (6), (b) (7)(C)@dol.gov. Tuckman-Barbee 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 Tuckman-Barbee provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the Tuckman-Barbee believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Tuckman-Barbee will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Tuckman-Barbee of the FOIA request and provide Tuckman-Barbee 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 Tuckman-Barbee's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Tuckman-Barbee in writing within sixty (60) days of the date of the final progress report that Tuckman-Barbee 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 Tuckman-Barbee within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Tuckman-Barbee has met all of its obligations under the Agreement or OFCCP determines that Tuckman-Barbee 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 Tuckman-Barbee personally warrants that they are fully authorized to do so, that Tuckman-Barbee has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Tuckman-Barbee.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Tuckman-Barbee Construction Company, Inc., 16000 Trade Zone Avenue, Upper Marlboro, MD 20774.

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

Matthew Bonzella  
President  
Tuckman-Barbee Construction Company, Inc.

DATE: 09/13/2023

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

Kimberlyn Love  
District Director  
Baltimore District Office

DATE: 9/22/2023

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

Compliance Officer  
Baltimore District Office

DATE: 09/21/2023