

CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

SHEFFIELD CONSTRUCTION, LLC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Sheffield Construction, LLC's (Sheffield's) establishment located 90 NE 20th Street, Lawton, Oklahoma for federal construction projects located in the 136- Lawton, OK Non-Standard Metropolitan Statistical Area (Non-SMSA), and found that Sheffield failed to comply with Executive Order 11246, as amended (E.O. 11246), Section 503 of the Rehabilitation Act of 1973 (Section 503), as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), as amended, and their implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60.

OFCCP notified Sheffield of the specific violations found and the corrective actions required in a Notice of Violations (NOV) issued on November 21, 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 Sheffield (the parties) enter into this Conciliation Agreement (Conciliation Agreement or Agreement) and agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for Sheffield'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 violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Sheffield 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 Sheffield'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. Sheffield 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 it requests, including those specified in this Agreement.

3. Nothing in this Agreement relieves Sheffield 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. Sheffield 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, Kimone Paley (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 Sheffield submits its final progress report required in Section IV, below, unless OFCCP notifies Sheffield in writing before the expiration date that Sheffield 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 Sheffield has met all of its obligations under the Agreement.
10. If Sheffield violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34. The procedures at: 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and/or 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Sheffield a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Sheffield 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 Sheffield 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 Sheffield, 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. Sheffield 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, and/or 41 C.F.R. 60-300.66 and/or other appropriate relief for violating this Agreement.
11. Sheffield 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 March 23, 2021 through present, Sheffield failed to preserve and maintain accurate personnel and employment records to demonstrate compliance with the sixteen affirmative action steps, in accordance with the requirements of 41 CFR 60-4.3(a)7. Specifically, Sheffield failed to preserve and make available for inspection complete and accurate records demonstrating the following:

- a. The direction of recruitment efforts to minority and female organizations, schools with minority and female students, and to minority and female recruitment and training organizations serving its recruitment area.
- b. The encouragement of present minority and female employees to recruit other minority persons and women, and where reasonable, the provision of after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of its workforce.
- c. The establishment and maintenance of a current list of minority and female recruitment sources and provision of written notification to minority and female recruitment sources and to community organizations when it has employment opportunities available, and the maintenance of the organizations' responses.
- d. The maintenance of 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 concerning each individual.
- e. The development of on-the-job training opportunities and/or participation in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship programs.
- f. The dissemination of its EEO policy externally by including it in any advertising in the news media, specifically minority and female news media, and providing written notification to and discussing the EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- g. The dissemination of its EEO policy by including it in any policy manual and collective bargaining agreement, publicizing it in the company newspaper, annual report, etc., reviewing it with all management personnel and with all minority and female employees at least once a year, and posting it on bulletin boards accessible to all employees at each location where construction work is performed.
- h. The review, at least annually, of its EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review with onsite supervisory personnel before the initiation of construction work at any job site.
- i. The review, at least annually, of all supervisors' adherence to and performance under its EEO policies and affirmative action obligations.
- j. The conductance, at least annually, of an inventory and evaluation of all minority and female personnel for promotional opportunities and encouragement of these employees to seek or prepare for, through appropriate training, such opportunities.
- k. The assurance and maintenance of a workplace free of harassment, intimidation, and coercion at all sites, and in all facilities that its employees are assigned to work.
- l. The assurance that security practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities.
- m. The assurance that all facilities and company activities are nonsegregated except that single-user toilets and changing facilities shall be provided to assure privacy between the sexes.

- n. The documentation and maintenance of records of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations.

REMEDY: In the future, should Sheffield engage in business with the federal government, it shall keep and preserve complete and accurate personnel and employment records to demonstrate compliance with the sixteen affirmative action steps, in accordance with the requirements of 41 CFR 60-4.3(a)7.

2. **VIOLATION:** During the period March 23, 2021 through present, Sheffield failed to demonstrate compliance with Section VEVRAA, in accordance with the requirements of 41 CFR 60-300.5, 41 CFR 60-300.42, 41 CFR 60-300.45, 41 CFR 61-300.11 and 41 CFR 60-300.5(a)2-6. Specifically, Sheffield did not include the equal opportunity clause in each of its covered contracts or subcontracts, did not invite applicants and employees to self-identify as a protected veteran, did not establish and measure attainment of a hiring benchmark for protected veterans, nor did it file a VETS 4212 report or list job openings with the state workforce agency job bank or the local employment delivery system.

REMEDY: In the future, should Sheffield engage in business with the federal government, it shall include the equal opportunity clause in each of its covered contracts or subcontracts, invite applicants and employees to self-identify as a protected veteran, establish and measure attainment of a hiring benchmark for protected veterans, file a VETS 4212 report annually, and list all job openings with the state workforce agency job bank or the local employment delivery system in accordance with 41 CFR 60-300.5, 41 CFR 60-300.42, 41 CFR 60-300.45, 41 CFR 61-300.11 and 41 CFR 60-300.5(a)2-6.

3. **VIOLATION:** During the period March 23, 2021 through present, Sheffield failed to demonstrate compliance with Section 503, in accordance with the requirements of 41 CFR 60-741.5, 41 CFR 60-741.42, and 41 CFR 60-741.45. Specifically, Sheffield did not include the equal opportunity clause in each of its covered contracts or subcontracts, did not invite applicants and employees to self-identify as an individual with a disability, and did not establish and measure the attainment of a hiring goal for individuals with disabilities.

REMEDY: In the future, should Sheffield engage in business with the federal government, it shall include the equal opportunity clause in each of its covered contracts or subcontracts, invite applicants and employees to self-identify as individuals with a disability, and establish and measure attainment of a hiring goal for individuals with a disability in accordance with 41 CFR 60-741.5, 41 CFR 60-741.42, and 41 CFR 60-741.45.

IV. OFCCP Monitoring Period

1. Progress Reports: In lieu of progress reports, Sheffield agrees to attend a Compliance Assistance for Construction Contractors session as soon as possible but not later than January 31, 2024.

2. Recordkeeping. Sheffield agrees to retain all records and data pertinent to the violation(s) resolved by this Agreement and the reports submitted in accordance with it, including the underlying information on which the reports are based, until the expiration of this Agreement or consistent with regulatory requirements, whichever is later. Furthermore, Sheffield agrees to take the necessary steps to be in compliance with Executive Order 11246, Section 503 and VEVRA should it obtain federal construction contracts in the future.

3. Close of Monitoring Period and Termination of Agreement. This Agreement shall remain in effect until the monitoring period is completed as set forth in Part IV. If OFCCP fails to notify Sheffield in writing within sixty (60) days of the date of the final progress report that Sheffield has not fulfilled 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 Sheffield within the allotted time that it has not fulfilled its obligations, this Agreement is automatically extended until the date that OFCCP determines Sheffield has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Sheffield Contractors Inc.

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

Geri Sheffield
Sheffield Contractors LLC
Lawton, OK

DATE: 11/29/23

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

Kimone Paley
Dallas District Director
Southwest & Rocky Mountain Region

DATE: 11/29/2023