

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

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Brigadier Construction LLC (Brigadier) construction projects located in the Cleveland, OH Standard Metropolitan Statistical Area (SMSA), beginning on March 15, 2022. OFCCP found that Brigadier failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and their respective implementing regulations at Title 41 of the Code of Federal Regulations (C.F.R.) Chapter 60.

OFCCP notified Brigadier of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on September 20, 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 Brigadier 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 Brigadier'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 Brigadier 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 Brigadier'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. Brigadier 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 Brigadier 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. Brigadier 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 Brigadier submits its final progress report required in Section IV, below, unless OFCCP notifies Brigadier in writing before the expiration date that Brigadier 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 Brigadier has met all of its obligations under the Agreement.
10. If Brigadier violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, will govern:
 - i. OFCCP will send Brigadier a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Brigadier 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 Brigadier 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 Brigadier, 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. Brigadier 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. Brigadier 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 16, 2021 through March 16, 2022, Brigadier failed to provide written 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 CFR 60-4.2(d)3.

REMEDY: Brigadier will provide written 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 CFR 60-4.2(d)3. Brigadier will provide notification via the Notification of Construction Contract Award Portal (NCAP) at <https://www.dol.gov/agencies/ofccp/ncap>.

- 2. **VIOLATION:** During the period of March 16, 2021 through March 16, 2022, Brigadier failed to 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; 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 CFR 60-4.3(a)7.g.

REMEDY: Brigadier 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 CFR 60-4.3(a)7.g.

IV. OFCCP Monitoring Period

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

2. **Contractor Reports**

Brigadier 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 January 15, 2025, covering the period of the Effective Date through December 31, 2024.

The Progress Report must include:

- Evidence that Brigadier provided 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 via the Notification of Construction Contract Award Portal (NCAP).
- Documentation showing that Brigadier reviewed, at least annually, its EEO policy and affirmative action obligations under the Standard Federal Equal Employment Construction 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 documentation should include the

time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

Brigadier will submit reports to Compliance Officer (b) (6), (b) (7)(C), at (b) (6), (b) (7)(C)@dol.gov. Brigadier 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 Brigadier provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Brigadier believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Brigadier will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will promptly notify Brigadier of the FOIA request and provide Brigadier an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

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 Brigadier’s final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Brigadier in writing within sixty (60) days of the date of the final progress report that Brigadier 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 Brigadier within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Brigadier has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Brigadier Construction LLC, 2285 E. Enterprise Parkway, Twinsburg, Ohio 44087-2337.

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

DATE: 12.21.2023

SHAWNTE THOMPSON
President
Brigadier Services LLC
2285 E. Enterprise Parkway
Twinsburg, Ohio 44087-2337

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

DATE: _____

PHYLLIS LIPKIN
OFCCP – Columbus Area Office
District Director
Midwest Region