

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Structural Builders Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the compliance of Structural Builders Inc., (SBI), federal and non-federal construction projects located in the Atlanta, GA Standard Metropolitan Statistical Area (SMSA) which is comprised of the following counties and/or county equivalents: Butts, Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Newton, Paulding, Rockdale, and Walton, GA., beginning on July 3, 2023. OFCCP found that SBI failed to comply with Executive Order 11246, as amended (Executive Order) and its respective implementing regulations 41 CFR 60-4.

OFCCP notified SBI of the specific violations and the corrective actions required in a Notice of Violations (NOV) issued on January 22, 2024.

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 SBI 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 SBI'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 violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if SBI 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 SBI'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. SBI 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 SBI of its obligation to fully comply with the requirements of Executive Order 11246 (E. O. 11246) and its implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
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Structural Builders Inc.
Conciliation Agreement

4. SBI 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 SBI submits its final progress report required in Section IV, below, unless OFCCP notifies SBI in writing before the expiration date that SBI 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 SBI has met all of its obligations under the Agreement.
10. If SBI violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, will govern:
 - i. OFCCP will send SBI a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. SBI 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 SBI, 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 SBI, 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.

Structural Builders Inc.
Conciliation Agreement

2. SBI 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. SBI does not admit to 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 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 July 03, 2022, through July 03, 2023, SBI failed to disseminate its EEO policy externally by including it in any advertising in, the news media, specifically including minority and female news media, and providing written notification to and discussing SBI’s EEO policy with other Contractors and Subcontractors with whom SBI does or anticipates doing business, as required by 41 CFR 60-4.3(a)7. h.

REMEDY: SBI will disseminate its EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing SBI’s EEO policy with other Contractors and Subcontractors with whom SBI does or anticipates doing business as required by 41 CFR 60-4.3(a) 7.h.

2. **VIOLATION:** During the period July 3, 2022, through July 3, 2023, SBI failed to provide written notification to OFCCP within 10 working days of 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: SBI will provide written notification to OFCCP within 10 working days of award of any construction subcontract in excess of \$10,000 that is made under a covered federal or federally assisted construction contract, as required by 41 CFR 60-4.2(d)3. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

3. **VIOLATION:** During the period July 3, 2022, through July 3, 2023, SBI failed to include the equal opportunity clause for E.O. 11246 in its subcontracts and/or purchase orders, either directly or by reference, in violation of 41 CFR 60-1.4(a)(c) and (d).

REMEDY: SBI will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-1.4(a)(c) and (d).

4. **VIOLATION:** During the period July 2, 2022, through July 3, 2023, SBI failed to conduct a review, at least annually, of all supervisors' adherence to and performance under its EEO policies and affirmative action obligations, as required by 41 CFR 60-4.3(a)7.p.

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

5. **VIOLATION:** During the period July 3, 2022, through July 3, 2023, SBI failed to document and maintain a record 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 and other business associations, as required by 41 CFR 60-4.3(a)7.o.

REMEDY: SBI will document and maintain a record 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 and other business associations, as required by 41 CFR 60-4.3(a)7.o.

IV. OFCCP Monitoring Period

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

2. SBI Reports

SBI 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. SBI will submit two (2) progress reports. The first progress report shall be due on September 1, 2024, covering the period of March 1, 2024, through August 1, 2024. The Second progress report shall be due on March 1, 2025, covering the period of August 1, 2024, through February 1, 2025.

Pursuant to Remedies #1 through #5 for both reports:

- 1) Documentation that shows evidence where SBI disseminated its EEO policy externally by including it in advertising in the news media, minority and female news media, and shows where written notification was provided and the EEO policy was discussed with other Contractors and Subcontractors with whom SBI does or anticipates doing business with as required by 41 CFR 60-4.3(a) 7.h.
- 2) Documentation that provides evidence of SBI providing written notification to OFCCP within 10 working days of 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.
- 3) Documentation that shows evidence of including the equal opportunity clause for E.O. 11246 in subcontracts and/or purchase orders, either directly or by reference, as required by 41 CFR 60-1.4(a)(c) and (d).
- 4) Documentation of that shows evidence of reviewing and submitting at least annually, of all supervisors' adherence to and performance under its EEO policies and affirmative action obligations, as required by 41 CFR 60-4.3(a)7.p.
- 5) Documentation that shows solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations, as required by 41 CFR 60-4.3(a)7. o.

- b. SBI will submit reports to Compliance Officer, (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) ol.gov or Assistant District Director, Charles Robinson at (b) (6), (b) (7)(C) dol.gov.

- c. SBI 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 SBI provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and the SBI believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, SBI will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will promptly notify SBI of the FOIA request and provide SBI 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 SBI’s final progress report as set forth in Section II, Paragraph 10 above. If OFCCP fails to notify SBI in writing within sixty (60) days of the date of the final progress report that SBI 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 SBI within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines SBI has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Structural Builders Inc., 1478 Central Ave Atlanta, Georgia 30344-4849.

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

Mark Abernathy
President
Structural Builders Inc.
Atlanta, GA. 30344-4849

DATE: _____

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

Sybil Shy-Demmons
OFCCP
District Director
Atlanta District Office
Southeast Region

DATE: _____

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

Compliance Officer
Atlanta District Office
Southeast Region

DATE: _____