- agreement between OFCCP and KAC which became effective on November 20, 1991.
- 3. This Consent Decree shall not become final until it has been signed by the Administrative Law Judge, and the effective date of the Decree shall be the date it is signed by the Administrative Law Judge.
- 4. This Consent Decree shall be binding upon KAC and KESC and shall have the same force and effect as an order made after a full hearing.
- 5. All further procedural steps to contest the binding effect of the Consent Decree, and any right to challenge or contest the obligations entered into in accordance with the agreement contained in this Decree, are waived by the parties.
- 6. Subject to the performance of all duties and obligations contained in this Consent Decree, all alleged violations identified in the Administrative Complaint shall be deemed fully resolved. However, nothing herein is intended to relieve Defendants from compliance with the requirements of the Executive Order, or its regulations, nor to limit OFCCP's right to review Defendants' compliance with such requirements, subject to Defendants' rights set forth in paragraph 17b of this agreement.
- 7. Defendants agree that there will be no retaliation of any kind against any beneficiary of this Consent Decree, or against any person who has provided information or assistance in connection with this Decree.

Part B. Jurisdiction and Procedural History

- 8. In its initial compliance review of KAC, OFCCP identified violations of the Executive Order 11246 and its regulation by KAC at its Niagara Falls office.
- 9. On November 20, 1991, OFCCP and KAC entered into a conciliation agreement.
- 10. The conciliation agreement required KAC to notify outreach groups of available employment opportunities. KAC failed to issue such notification.
- 11. In addition, the conciliation agreement obligated KAC to submit two annual reports to OFCCP so that OFCCP could monitor the company's compliance with the terms of the conciliation agreement in its Niagara Falls office. KAC failed to timely submit such reports.

Part C. Specific Provisions

1. Debarment Period

12. The Office of Administrative Law Judges shall retain jurisdiction in this

- case for a period of nine (9) months from the effective date of this Consent Decree.
- 13. a. KAC and Kimmins Industrial Service Corporation ("KISC") agree not to bid for or enter into future Government contracts or subcontracts for a period of 180 days from the effective date of this Consent Decree.
- b. ThermoCor Kimmins ("TK") agrees not to bid on federal or federally assisted demolition or asbestos abatement contracts for a period of 180 days from the effective date of this Consent Decree. It may, however, continue to bid on federal or federally assisted contracts which are for remediation of hazardous waste or contamination.
- Notice of the debarment shall be printed in the **Federal Register**. In addition, OFCCP shall notify the Comptroller General of the United States General Accounting Office and all Federal Contracting Officers that KAC and KISC are ineligible for the award of any Government contracts or subcontracts. TK shall be ineligible for bidding on the type of contracts noted above in paragraph 13b. The notice in the Federal Register shall read, with respect to TK, "Limited to demolition and asbestos abatement; hazardous waste and contamination work permitted.'
- 15. The debarment shall be lifted at the conclusion of the 180-day period if KAC, KISC and TK satisfy the Director of OFCCP that they are in compliance with the Executive Order 11246 and its implementing regulations. Such consent to lifting the debarment shall not be unreasonably withheld.
- 16. In order to satisfy the Director of OFCCP that they are in compliance with the Executive Order and its implementing regulations, KAC, KISC and TK must accomplish each of the following regarding the Niagara Falls, New York, office:
- a. KAC, KISC and TK must agree to list all employment opportunities within the eight Western New York counties with the New York State Employment Service.
- b. KÅC, KISC and TK must provide timely notification to female recruitment sources when they have an employment opportunity. KAC, KISC and TK provided OFCCP with a list of female recruitment sources on December 12, 1994, in fulfillment of their obligations under the conciliation agreement. KAC, KISC and TK must contact these sources when an opening is available in the eight Western New York counties.
- c. KAC, KISC and TK agree to provide five (5) successive reports to the OFCCP

- Buffalo Office, 5 Foundation Plaza, Suite 300, Buffalo, New York, 14202. Each report will include the following:
- 1. List for the laborer craft the number of openings in the eight Western New York counties during the reporting period.
- 2. List of the laborer craft the total number of applications and the number of female applications received in each reporting period within the eight Western New York counties.
- 3. Verification for the laborer craft that the above openings were referred to the New York State Employment Service and the female recruitment sources outlined in 16 a. and b. above in each reporting period.
- 4. List for the laborer craft the total number of hires and the number of female hires in each reporting period in the eight Western New York counties.
- 5. The reports will be due on the date specified below and will cover the periods specified. Each report will be due on the dates designated for the five successive reports.

	Period covered	Date due
First report Second re-	12/25/94–1/28/95	2/6/95
port	1/29/95-3/4/95	3/13/95
Third report Fourth re-	3/5/95–4/8/95	4/17/95
port	4/9/95-5/6/95	5/15/95
Fifth report	5/7/95–6/3/95	6/12/95

- 17. In order to satisfy the Director of OFCCP that it is in compliance with the Executive Order and its implementing regulations, KESC and its existing or newly created subsidiaries agree to accomplish each of the following:
- a. They will not bid on a federal or federally assisted demolition or asbestos abatement contract for the period of debarment. However, it is understood that this will not preclude Kimmins Contracting Corporation from bidding or performing federal or federally assisted demolition contracts in the state of Florida. It is further understood that subsidiaries of KESC, other than KAC and KISC, will not be precluded from bidding on federal or federally assisted contracts which are for dismantling for resale or rebuilding, and not demolition or asbestos abatement.
- b. Kimmins International Corporation agrees to withdraw the litigation pending before the United States District Court for the Eastern District of Virginia in Case No. 94–CV–169. The withdrawal of this lawsuit shall not be deemed to prejudice the rights of Kimmins International, KAC, KISC, TK, KESC or any of its subsidiaries to initiate future litigation alleging similar claims as those asserted in the pending