

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.

14. 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. KAC, 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, 6 Fountain 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 for 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 dates 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	12/25/94-1/28/95	2/6/95
Second report	1/29/95-3/4/95	3/13/95
Third report	3/5/95-4/8/95	4/17/95
Fourth report	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 matter should OFCCP initiate

enforcement proceedings against KESC or any of its existing or newly created subsidiaries after the effective date of this Consent Decree. This provision shall not, in any way, preclude the Secretary of Labor from raising any defenses he deems appropriate to any newly filed litigation.

c. KESC will hire an EEO Director to assist its subsidiaries in compliance with the Executive Order and its implementing regulations. OFCCP will provide technical assistance to ensure compliance within the 180 debarment period provided herein.

d. KESC and its current and newly created subsidiaries will file five (5) successive reports with OFCCP listing all federal and federally assisted projects on which it bid and the scope of such work. The reports will be due as follows:

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

18. The Buffalo District Office shall review each of the reports and shall determine whether there has been compliance with the terms of this Consent Decree and the terms of the Executive Order and its implementing regulations. OFCCP shall notify Defendants in writing, within ten (10) days of receipt of each report, if there is a deficiency. Defendants shall be given fifteen (15) days to rectify the deficiency. If rectified within the fifteen (15) days, such deficiency shall not be deemed a breach of this agreement. All mailing shall be done by certified mail/return receipt.

19. If OFCCP finds that there has been compliance with the terms of this Consent Decree and with the terms of the Executive Order and its implementing regulations, the debarment of KAC, KISC and TK shall be lifted and such companies shall be free to enter into future Government contracts and subcontracts. OFCCP will notify KAC, KISC and TK within ten (10) days of the last report whether they will be reinstated. Notice of the reinstatement shall be printed in the Federal Register and shall be made to the Comptroller General of the General Accounting Office and all Federal Contracting Officers. It is understood that OFCCP may conduct an onsite review at the Niagara Falls, New York, office or projects in the eight Western New York counties to ensure