

IN THE MATTER OF:

D&K WELDING SERVICES, INC., FHWA-2021-1246-001
Dorrie-Wise Harris, FHWA-2021-1246-002

ADMINISTRATIVE SETTLEMENT AND COMPLIANCE AGREEMENT

I. Parties

The parties to this Administrative Settlement and Compliance Agreement (“Agreement”) are the Federal Highway Administration (“FHWA”), an Operating Administration of the United States Department of Transportation (“USDOT”) acting for the United States of America (“Government” or “Federal Government”), the Chief Procurement Officer for the Illinois Department of Transportation (“IDOT”) acting for the State of Illinois (“State CPO”), D&K Welding Services, Inc. (“D&K” or “Company”), and Ms. Dorrie Wise-Harris, (“Ms. Harris”) (collectively the “Parties”). The Authority for this Agreement is Executive Order 12549, the USDOT implementing regulations found at 2 C.F.R. Part 180 as adopted by 2 C.F.R. Part 1200, USDOT Order 4200.5G, and FHWA Order No. 2000.2B, and 30 ILCS 500 et seq., and the implementing regulations found at 44 Ill.Admin.Code 6.480-6.690.

II. Background

A. The United States and State of Illinois contend they have certain civil claims against D&K and Ms. Wise-Harris arising from their engagement in conduct to circumvent DBE regulations 49 C.F.R. §§ 26.55(c)(1), 26.69(a), and 26.71(b) in order to benefit from payments for work on federally- and state-funded transportation contracts. Specifically, the United States and the State of Illinois contend that, in order to participate as a DBE on the IDOT Contracts, United Ironworkers, Mr. Kim Rasnick, D&K, and Ms. Wise-Harris conspired to provide materially false representations and information to IDOT regarding ownership and control of D&K for DBE certification and recertification. Furthermore, the United States and the State of Illinois contend D&K failed to perform a commercially useful function when completing work as a DBE subcontractor on the IDOT Contracts. In addition, the United States and State of Illinois contend United Ironworkers, Mr. Rasnick, D&K, and Ms. Wise-Harris submitted or caused to be submitted false claims in relation to the IDOT Contracts by invoicing prime contractors for DBE time and/or materials during the period June 28, 2018, through April 15, 2020. In addition, the United States and State of Illinois contend UI, Rasnick, D&K, and Wise-Harris submitted or caused to be submitted false claims in relation to the IDOT Contracts by invoicing prime contractors for DBE time and/or materials for the period June 28, 2018, through April 15, 2020. The conduct described immediately above is referred to as the “Covered Conduct.”

B. Pursuant to 2 C.F.R. § 180.635, the FHWA is authorized to administratively settle suspension and debarment actions on behalf of the Government if settlement is determined to be in the best interests of the Government. Under 44 Ill. Admin. Code 6.480-6.690, the State CPO is authorized to administratively settle and resolve disputes.

C. The FHWA and the State CPO have determined that, once the Company implements the measures required by the Terms and Conditions of this Agreement as described in detail below, the FHWA and the State CPO can consider the Company and Ms. Wise-Harris to be presently responsible under 2 C.F.R. § 180.125(a) – (c), and that it is in the best interest of the Government to enter into an Administrative Monitoring and Compliance Agreement to resolve the suspension and debarment case of the Company and Ms. Wise-Harris.

The Parties agree as follows:

III. TERMS AND CONDITIONS

A. Effective Period of the Agreement. This Agreement will terminate three (3) years from the date the FHWA Suspending and Debarment Official (SDO) and the State CPO sign the Agreement. The effective period of the Agreement will be referenced in this Agreement as the “Monitoring Term.”

B. Scope of the Agreement

1. The Company has accepted responsibility for the misconduct described in section II.A above, and has undertaken remedial measures, as further described and appended in this Agreement, including: (1) adoption and implementation of a comprehensive Ethics and Compliance Code and a comprehensive Quality Assurance/Quality Control Program; (2) appointment of a Corporate Compliance Officer who was not involved in the Covered Conduct; and (3) retention of an Independent Monitor to evaluate the Company’s performance of this Agreement and to submit periodic reports directly to the FHWA and the State CPO.

2. Monitoring will occur at all locations in Illinois and Missouri where the Company works on Federal and State funded contracts in Illinois and Missouri and keeps records for Federal and State funded contracts in Illinois and Missouri, including but not limited to the Company’s offices in Illinois and Missouri and in Troy, Missouri (location of headquarters), as all are subject to the monitoring activities required by this Agreement, including the scope of the Independent Monitor’s actions as described at Terms and Conditions section III.F.

3. Monitoring will occur of D&K, and all D&K affiliates, as defined in 2 C.F.R. § 180.905, performing the activities described in section III.F.3 of this Agreement. The Company will notify the FHWA, the State CPO, and the Independent Monitor of any changes in company or affiliate work activities, ownership, control, or location promptly, in addition to fulfilling all applicable requirements of section IV.B of this Agreement.

C. Suspension and Proposal to Debar

1. In consideration of the acceptance of the terms of this Agreement by the Company and Ms. Wise-Harris, the FHWA and the State CPO have agreed not to pursue a suspension or debarment action for this Covered Conduct, so long as the Company and Ms. Wise-Harris remain in compliance with the terms of this Agreement. The FHWA will send a copy of the Agreement, as redacted for information that is exempt from public disclosure under the Freedom

of Information Act ("FOIA") to the Federal Awardee Performance and Integrity Information System ("FAPIS").

2. This Agreement in no way restricts the authority, responsibility, or ability of the FHWA, and the State CPO, or any other agency, to consider and institute, at any time, suspension or debarment proceedings against the Company based on information constituting an independent cause for such proceedings, including but not limited to the following:

a. Upon reliable evidence that the Company has misrepresented any material fact in connection with this Agreement, the FHWA and the State CPO may, in their sole discretion, initiate suspension or debarment proceedings in accordance with 2 C.F.R. Part 180 or 44 Ill.Admin.Code 6.480-6.690 based on both the violation of the Agreement for misrepresentation of any material fact, and upon the Covered Conduct described in section II of this Agreement. Material facts in this Agreement include, but are not limited to, facts described in section II of this Agreement, the facts regarding affiliated companies, and the Company's representation to FHWA and the State CPO that the Company's Corporate Compliance Officer was not involved in the Covered Conduct.

b. Upon reliable evidence that the Company has engaged in any material breach or violation of this Agreement, the FHWA and the State CPO may, in their sole discretion, initiate suspension or debarment proceedings in accordance with 2 C.F.R. Part 180. The Company will have ten (10) business days from the date of receipt of notice from the FHWA and the State CPO of a material breach or violation to correct that breach or violation. If the Company cannot correct the breach or violation within ten (10) business days, for reasons beyond the control of the Company, then the Company must present to FHWA and the State CPO, within those ten (10) business days, an acceptable Program for correction. Any failure to correct the violation, or to present an acceptable Program, may constitute an independent cause for suspension or debarment. If such a breach or violation occurs, or if the FHWA Illinois Division Office or the Chief Procurement Office for the Illinois Department of Transportation finds the Company's proposed corrective Program inadequate, the FHWA Illinois Division Office or Chief Procurement Office will create a written report to send to the Company, to the State CPO, and to the FHWA Office of Chief Counsel that explains the breach or violation and the lack of an adequate corrective Program, and will provide any evidence supporting the finding that a breach of violation has occurred. The FHWA SDO and the State CPO will provide a notice as to any decision on suspension or debarment for the Covered Conduct based on the report, and may treat the information as a new case creation of a potential independent cause for suspension and debarment.

c. Evidence of any compliance problems with Federal laws or ethics requirements not covered by the scope of this Agreement, including any issues related to meeting contract specifications that are not clearly identified in the covered conduct and that affect the present responsibility of the Company, that could serve as a cause for a suspension and proposed debarment case creation.

3. The Company agrees that Mr. Kim Rasnick will not be an owner, officer, or provide any services for the Company, or otherwise have any financial influence over the Company or its officers and senior management.

4. The Company does not, by this Agreement, or otherwise, waive its rights to oppose future action(s) under Part 180, or 44 Ill. Admin. Code 6.480-6.690, or any other substantive, procedural, or due process rights it may assert.

D. Corporate Ethics and Compliance Program and DBE Program

1. Code of Ethics and Compliance (Ethics Code). The Company has developed, adopted, and implemented a comprehensive Ethics Code for general federal contract requirements. The Company must distribute and make available a copy of the Ethics Code to each of the Company's employees. The Company must provide training to all employees on the Ethics Code at least two (2) times per year for the first two (2) years of the Monitoring Term of this agreement and at least once annually thereafter. The Ethics Code must adopt and detail explicit steps required for the Company to implement and track compliance with Illinois Procurement Code, 30 ILCS 500, Articles 1 – 99, and any relevant Missouri statutes regarding procurement. The Company's initial Ethics Code is subject to FHWA and the State CPO's review and approval prior to this Agreement taking effect. The FHWA and the State CPO must approve any changes to the Company's Ethics Code during the Monitoring Term of this Agreement.

2. DBE Compliance Program (DBE Program). The Company has developed, adopted, and implemented a comprehensive DBE Program. The Company will distribute and make available a copy of the DBE Program to each of the Company's employees. The Company will provide training to all employees on the DBE Program at least two (2) times per year during the Monitoring Term of this agreement. The Company's initial DBE Program is subject to FHWA and the State CPO's review and approval prior to this Agreement taking effect. The FHWA and the State CPO must approve any changes to the Company's DBE Program during the term of this Agreement.

E. Corporate Compliance Officer

1. The Company has appointed a senior management official who is a full-time employee for the Company as a separate and independent Corporate Compliance Officer, responsible for the implementation and day-to-day administration of its Ethics Code and its DBE Program. The Corporate Compliance Officer must report directly to the President of the Company and the Board of Directors, and must provide reports to the Independent Monitor as defined in section III.F. The Company affirmatively states that the person appointed as Corporate Compliance Officer was not involved in the Covered Conduct described in section II of this Agreement.

2. The Corporate Compliance Officer is responsible for ensuring that D&K implements and complies with both the Ethics Code and the DBE Program, in all aspects of D&K's work on Federal and State funded contracts in Illinois and Missouri. The Corporate Compliance Officer is responsible for developing training materials on the Ethics Code and the DBE Program, as reviewed by the Independent Monitor and approved by the FHWA and the State CPO.

3. The Corporate Compliance Officer is responsible for conducting an appropriate

investigation of each complaint or information concerning the processes for both the Company's Ethics Code and DBE Program, as well as complaints or information alleging any violation or lack of compliance with this Agreement. The Corporate Compliance Officer will ensure the confidentiality of all investigations to the greatest extent possible, consistent with the ability to conduct the investigation. For each investigation, the Corporate Compliance Officer will prepare and present a written report to the President of the Company and the Board of Directors presenting findings, conclusions, and recommendations, including corrective action(s). The Company must provide copies of each written report to the Independent Monitor and the FHWA and the State CPO within 60 days of the Corporate Compliance Officer's presentation to the President of the Company and the Board of Directors. The FHWA and the State CPO may require the Corporate Compliance Officer to brief the FHWA and the State CPO, at the Company's expense, regarding the Ethics Code, DBE Program, or any particular complaint or investigation.

4. The Corporate Compliance Officer will maintain a Compliance Log of all reported information, complaints, and investigations, noting the date and time the Company received the information or complaint; the date of the alleged misconduct; a summary of the allegation, inquiry, or investigation; and the resolution or referral of the matter. Upon FHWA or the State CPO's request, the Corporate Compliance Officer will provide the Compliance Log to the Independent Monitor and the FHWA and the State CPO.

5. The Company must install and maintain a dedicated private hotline for reporting suspected instances of improper conduct to the Corporate Compliance Officer, and will ensure that hotline calls can be made in confidence. The Company must publicize the existence of the hotline to all employees. In addition, the Company will inform all employees of the telephone number of the USDOT's FraudNet Hotline, and will post the telephone number.

6. The Company appoints Jim Davis as the Corporate Compliance Officer. The FHWA and the State CPO are satisfied that his training and experience, combined with the additional corporate compliance training that he has completed, qualify him for this position, and that, based upon information provided by the Company, he was not involved in the Covered Conduct described in section II of this Agreement. The Company shall maintain the Corporate Compliance Officer appointment, as described in section III.E. of this Agreement, during the Monitoring Term of this Agreement, and must notify the FHWA and the State CPO within ten (10) days of any determination of a need for a replacement of the Corporate Compliance Officer by a different employee. The FHWA and the State CPO must approve the replacement of the Corporate Compliance Officer. This Agreement does not require a formal modification document to replace the Corporate Compliance Officer, as stated in section IV.A.

F. Independent Monitoring

1. The Company agrees to retain, for the Monitoring Term, an Independent Monitor to conduct onsite, unannounced inspections and reviews for Federal and State funded contracts in Illinois and Missouri, and to review the records for each such contract. During the Monitoring Term, the Company will allow the Independent Monitor access to the Company's records, wherever the records are located.

2. The FHWA and the State CPO must approve the Independent Monitor. The Independent Monitor is subject to the exclusive control and direction of the FHWA and the State CPO and will report directly to the FHWA and the State CPO. If any issue arises between the Independent Monitor and the Company regarding this Agreement, the Independent Monitor will contact FHWA and the State CPO immediately for resolution. The Independent Monitor is not an employee or agent of the Company, and her work will not be subject to any assertion of attorney-client privilege or work-product doctrine by the Company. The Independent Monitor will meet with FHWA Division Office for Illinois and for the State CPO, as often as FHWA and the State CPO deem necessary, but at least annually, to review the state of the monitoring activities and to discuss how the Company's compliance with the Agreement's requirements.

3. The Independent Monitor is responsible for developing a review plan and schedule, subject to FHWA and the State CPO's approval, for investigation of the issues identified in III F.4. and 5, and addressing each of those issues in the Periodic Reports required by the Agreement. The Independent Monitor will use the review plan and schedule to monitor all of the Company's Federal and State funded contracts in Illinois and Missouri.

4. With respect to the Ethics Code, the Independent Monitor will inspect and analyze the Company's Federal and State funded contracts in Illinois and Missouri to verify compliance with applicable State professional engineer license and ethics requirements. The Independent Monitor will verify that the Company is effectively implementing the Ethics Code and is conducting the employee training required by this Agreement.

5. With respect to the DBE Program, the Independent Monitor will inspect and analyze each of the following items.

(a) Standards: The Independent Monitor will inspect and analyze the Company's contract work on Federal and State funded contracts in Illinois and Missouri to verify that design, contracting, and construction work meets the applicable standards for DBE work identified in the contract.

(b) Monitoring Periodic Reports: The Independent Monitor will verify that the Company is effectively implementing the FHWA and the State CPO approved DBE Program and is conducting the employee training required by this Agreement.

(c) Frequency and Scope of Office and Onsite Contract Reviews and Inspections: The Independent Monitor will conduct office reviews of documents for all Federal and State funded contracts in Illinois and Missouri funded contracts on a consistent basis, usually monthly, and at least one (1) time per month, an on-site, unannounced inspection of a Company Federal or State funded contract worksite in the field in Illinois or Missouri, and to inspect the records for each such contract in depth, including interactions with relevant Company staff in the office and in the field, in accordance with the following:

(1) The Independent Monitor will investigate the overall effectiveness of the Company's implementation of the Code of Ethics and DBE Program as described in III.D, and help the Company to make changes as appropriate

to improve the implementation of those documents.

(2) The Independent Monitor will use the DBE Commercially Useful Function (“CUF”) checklist included as Attachment 1. The CUF checklist will be used on the Company’s Federal and State funded contracts in Illinois and Missouri, at the Company’s primary office and any other location storing DBE records. At a minimum, the CUF checklist will verify the following on Company’s Federal-aid Highway Program projects under the scope of monitoring defined in Section III.B(2) herein:

(i) DBE CUF certifications for DBEs working on the projects, as outlined in the Corporate Compliance Program;

(ii) Accurate reporting of DBE work on the projects, and clear communication with subcontractors and suppliers of DBE obligations; and

(iii) Company used good faith efforts to obtain DBEs for each Federal-aid Highway Program project on which it proposes to do work.

(3) The Independent Monitor will review the Company DBE Program and verify that Company is taking all actions and processes required by the USDOT-DBE Regulation at 49 C.F.R. Part 26 and any relevant State DBE requirements.

6. The Independent Monitor will review the overall effectiveness of the Company’s Ethics Code and its DBE Program on an ongoing basis. The Independent Monitor will review and verify documents tracking and supporting the information on the Company’s Ethics Code and DBE Program, regardless of where those documents are stored. Documents tracking and supporting the information on the Company’s DBE Program will be reviewed and verified, regardless of where those documents are stored

7. The Independent Monitor will review the Company’s Ethics Code and DBE Program to help the Company refine and improve the effectiveness of the Ethics Code and DBE Program. The Independent Monitor will verify that the Company follows State DBE requirements and any contract specific specifications. When appropriate, the Independent Monitor will recommend changes to the Ethics Code or DBE Program to the Company. The Independent Monitor will inform FHWA and the State CPO of any changes recommended to the Company. The FHWA and the State CPO must approve any change to the Ethics Code or DBE Program per section II.D. above.

8. The Independent Monitor must submit Periodic Reports directly to the FHWA and the State CPO regarding the Company’s maintenance, institution, and implementation of the measures required by this Agreement for the duration of the Monitoring Term. The Independent Monitor will contact the FHWA and the State CPO monthly to provide an informal update on monitoring progress. Unless otherwise approved by the FHWA and the State CPO, the Independent Monitor must submit quarterly (every three (3) months) Periodic Reports to the FHWA and the State CPO that provide detailed findings for the period covered by the Periodic

Report. The Independent Monitor must submit a final report at the end of the Monitoring Term, as the last Periodic Report. The Independent Monitor must provide a courtesy copy of each Periodic Report to the Company and to the Missouri Department of Transportation's External Civil Rights Director. If current health information and/or guidance concerning the COVID-19 public health emergency in the locations where the monitoring occurs raises concerns for the routine monitoring processes required by this Agreement, the Independent Monitor must work with the FHWA, the State CPO, and the Company to discuss and develop alternative monitoring processes as necessary to address the COVID-19 health concerns while still ensuring the present responsibility of the Company for ongoing work. The alternative monitoring processes must be approved in advance by the FHWA and the State CPO, and the FHWA and the State CPO exercise sole discretion in the final decision-making authority and discretion regarding any changes in the monitoring process, as required under section IV.A.

The Independent Monitor's Periodic Report, at a minimum, must include the following:

- (a) Explanations and details concerning the Company's adherence to the DBE Program;
- (b) A list of the Company's contracts on Federal and State funded contracts in Illinois and Missouri that are presently in any construction phase;
- (c) The contract name, location, activities, and date of inspection for each onsite inspection described by section III.F.5
- (d) All failures or discoveries of each contract that did not meet the requirements from the Ethics Code, the DBE program, or the Illinois and Missouri DBE requirements and any contract specific specifications;
- (e) Answers to the following questions, with details explaining the answers and with supporting documentation available for FHWA and the State CPO to review:
 - (1) Has the Company's Corporate Compliance Officer conducted appropriate investigations of each complaint and/or information received regarding general ethics and implementation of the DBE Program?
 - (2) Has the Company's Corporate Compliance Officer conducted appropriate investigations of complaints and/or information alleging any violation or lack of compliance with the DBE Program or with specific DBE requirements in Illinois and Missouri?
 - (3) Has the Company Corporate Compliance Officer conducted appropriate investigations of each complaint and/or information received concerning DBE implementation efforts? For each investigation, has the Compliance Officer prepared and presented a written report to the President of the Company and the Board of Directors presenting findings, conclusions, and recommendations, including corrective action(s)? Has the Compliance Officer provided copies of each written report to the Independent Monitor, the FHWA, and the State CPO? If required, did the Corporate Compliance Officer brief the FHWA and the State CPO, at the Company's expense, regarding the DBE Corporate Compliance Program and Policy, or any particular complaint or investigation?
 - (4) Has the Company's Corporate Compliance Officer maintained a Compliance Log of the reported information, complaints, and investigations?
 - (5) Has the Company's Corporate Compliance Officer maintained the required dedicated private hotline for reporting suspected instances of improper conduct

to the Corporate Compliance Officer, as described in this Agreement?

(6) Has the Company provided training on the Ethics Code and the DBE Program as required by this Agreement?

(7) What are the Independent Monitor's recommendations for the Company to meet and improve implementation of the Ethics Code and DBE Program, including tracking the Company's progress concerning any prior recommendations?

9. Upon each anniversary of the effective date of this Agreement, during his tenure, the Independent Monitor will furnish the FHWA and the State CPO with an affidavit certifying that he has no financial interest in, or other relationship with, the Company or any of its affiliates, other than that arising from his services as the Independent Monitor.

10. If the Independent Monitor finds evidence of any compliance problems with Federal laws, ethics, or engineering requirements not covered by the scope of this Agreement, including any issue that raises questions about the present responsibility of the Company that could cause a suspension or proposed debarment case creation the Independent Monitor will report those problems promptly to the FHWA, the State CPO, the USDOT's Office of the Inspector General, and the Company's Corporate Compliance Officer.

11. The Independent Monitor's actions will occur in addition to, and will not replace, other applicable requirements for Federal and State funded contracts in Illinois and Missouri.

12. The Independent Monitor will be permitted to hire, at a reasonable cost, outside legal counsel, accountants, and/or other third-party professionals as may be reasonably needed to carry out their obligations.

13. All of the Independent Monitor's fees and expenses are the sole responsibility of the Company, which will establish an escrow account through which the fees and expenses will be paid. The escrow account will be established and funded within fifteen (15) days of the FHWA SDO signing this Agreement. An independent escrow agent will maintain the escrow account and will promptly pay all fees and expenses from funds in the account. The Company may select the independent escrow agent, and the Company will be responsible for payment of all the escrow agent's expenses for administering the fund. Should a dispute arise as to whether any activity or expense is within the scope of this Agreement or is otherwise necessary, the escrow agent will promptly inform the FHWA and the State CPO in writing of the dispute with a copy to the Independent Monitor. The escrow agent shall pay all amounts not in dispute. The FHWA and the State CPO will decide the matter in dispute within ten (10) business days of the receipt of the dispute from the escrow agent, and the FHWA and the State CPO's decision will be within the FHWA's sole discretion, is final and not subject to appeal by the Independent Monitor or the Company.

14. The FHWA, the State CPO, and the Company have agreed that the Independent Monitor will be Tim Person. The FHWA and the State CPO are satisfied that the Independent Monitor has the training and experience making him qualified for the position, and he is independent of the Company. The FHWA and the State CPO are satisfied that the Independent Monitor has the training and experience making him qualified for the position, and he is independent of the Company. If the Independent Monitor needs to be replaced during the

Monitoring Term of this Agreement, the replacement process will follow the procedure provided in section IV.A. of this Agreement.

IV. Additional Provisions

A. Modification of Agreement

1. Modification of the following does not require mutual consent, is reserved to the sole discretion of FHWA and the State CPO, and must be in writing:

(a) The personnel for Corporate Compliance Officer and Independent Monitor as described in this Agreement:

(1) If the Independent Monitor fails to meet the requirements of this Agreement or if FHWA and the State CPO determine that the Independent Monitor needs to be replaced for any other reason during the Monitoring Term, FHWA and the State CPO may replace the Independent Monitor. If FHWA and the State CPO replace the Independent Monitor, the Company must enter into a new monitoring agreement with the new Independent Monitor for the remainder of the Monitoring Term.

(2) FHWA must approve any replacement of the Corporate Compliance Officer.

(b) Monitoring adaptations based on the emergency conditions described in section III.F.8.

(c) FHWA and the State CPO will only reduce the term of the monitoring based on evidence that the Company and its affiliates have ceased to exist as business entities, and the owner of the Company no longer interacts with the Company, its affiliates, or any other businesses.

(d) FHWA and the State CPO will have the option to either terminate or extend the term of the monitoring based on evidence that the Company and its affiliates have committed new misconduct.

2. Other modifications to this Agreement may be made only in writing and upon mutual consent of all Parties.

3. FHWA and the State CPO's decisions concerning any modification in IV.A.1 and IV.A.2 above, including whether to consent to a requested modification, or its decisions on any other issue involving the administration of the Agreement, are not subject to administrative or judicial review.

B. Sales, Mergers, Transfers, Bankruptcy; Survival of Agreement

If, during the Monitoring Term of this Agreement, the Company establishes new companies or subsidiaries, merges with another company, or transfers the entire company or

major assets to new owners, the Company must notify the FHWA and the State CPO ninety (90) days in advance of such action and must provide copies of all corporate documents. This Agreement will inure to the benefit of, and be binding upon, the parties and respective successors and assigns; provided, however, that the surviving entity, if other than the Company, may request and show good cause why this Agreement should not be applicable to its operations. If, during the Monitoring Term, the Company files for bankruptcy, the Company must notify FHWA and the State CPO of such a filing within five (5) business days. Bankruptcy proceedings will not prevent or stay the enforcement of this Agreement or any suspension or debarment proceedings instituted by the FHWA and the State CPO based on the Company's alleged failure to comply with the terms of this Agreement, or based on allegations that the Company engaged in other conduct that is a cause for suspension or debarment.

C. Public Document

This Agreement is a public document and may be distributed by FHWA and the State CPO throughout the United States Government and entered into Government databases, including publication on the State CPO's website, and may also be used by the Company for its own needs as applicable. This Agreement is a public document, and any information in the FHWA or the State CPO's possession pursuant to the terms of the Agreement, are subject to the FOIA, 5 U.S.C. 552 et seq., and USDOT implementing regulations (49 C.F.R. Part 7). To the extent that any of the requested information satisfies the criteria of FOIA Exemption 4, or 5 ILCS 140/7(l)(g), the FHWA or the State CPO will notify the Company that a request has been received and will identify the records in its possession that are responsive to the request. The Company will have the opportunity to object to the release of the information under 49 C.F.R. 7.29.

D. Administration of Agreement.

All submissions from FHWA and the State CPO to the Company required by this Agreement will be delivered to the Company's office address for the Corporate Compliance Officer. All submissions from the Company to FHWA and the State CPO, required by this Agreement, will be delivered to:

Federal Highway Administration
Division Administrator
Illinois Division Office
3250 Executive Park Drive
Springfield, IL62703-4514

E. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties, superseding any prior agreements or understandings, oral or written, with respect to the subject matter of this Agreement.

F. Signatures.

This Agreement deems acceptable facsimiles of signatures. This Agreement may be executed in counterparts, each of which will be deemed an original document, and all of which will constitute one and the same Agreement.

FOR THE FHWA:

Hari Kalla
Suspending and Debarring Official
Federal Highway Administration

November 4, 2021

Date

FOR D&K Welding Services, Inc.:

Dorrie Wise-Harris
President
D&K Welding Services, Inc.

11-2-2021
Date

**FOR THE CHIEF PROCUREMENT
OFFICE FOR IDOT:**

Bill Grunloh
Chief Procurement Officer

11/02/2021
Date

FOR Ms. Dorrie Wise-Harris:

Dorrie Wise-Harris

11-2-2021
Date

Attachment: (1) Commercially Useful Function Checklist