

ADMINISTRATIVE SETTLEMENT AGREEMENT

This Administrative Settlement Agreement (“Agreement”) is entered into between the Illinois Department of Transportation (the “Department”) by the Chief Procurement Officer (“CPO”) for the Department, and Perdel Contracting Corporation, Accurate Steel Installers, Inc., and Elizabeth Perino, in her capacity as owner of and holder of a controlling legal interest in Perdel Contracting Corporation and Accurate Steel Installers, Inc. as defined in 44 Ill. Admin. Code § 6.560 (collectively “Perino, Perdel and ASI”).

Whereas, on February 15, 2012, the CPO placed Perino, Perdel and ASI under interim suspensions, pursuant to 44 Ill. Adm. Code § 6.530. Specifically, the CPO’s interim suspensions were based on the unsealing of a criminal complaint filed against Elizabeth Perino in the United States District Court for the Northern District of Illinois, Eastern Division in Case No. 11-CR492, charging Perino with one count of mail fraud, in violation of 18 U.S.C. § 1341.

Whereas, on February 27, 2012, the CPO issued an amendment to the interim suspensions, pursuant to 44 Ill. Adm. Code § 6.530, which provides for the modification of a suspension if the CPO determines the public interest warrants such action. Specifically, the amendment permitted Perino, Perdel and ASI to continue to work on existing executed contracts or subcontracts in place as of February 15, 2012, the date of the original suspensions. The amendment also contemplated entry of a settlement agreement wherein Perino, Perdel and ASI agree to voluntary exclusion from participation, as defined in 44 Ill. Admin. Code § 6.490, in any new Department contracts or subcontracts, pursuant to 44 Ill. Adm. Code § 6.540. Section 6.540 provides that a contractor or subcontractor may accept a status of nonparticipation in Department contracts or subcontracts pursuant to the terms of an administrative settlement.

Now therefore, in consideration of those facts and the mutual covenants, terms and conditions set forth below, the parties covenant and agree as follows:

1. Each of the parties to this Administrative Settlement Agreement (the “Agreement”), and the individuals executing it on their behalf, warrant, covenant and agree that the person executing this Agreement is authorized to enter into and execute this Agreement for and on behalf of the party or parties he represents.

2. Beginning on the effective date of the Agreement, February 27, 2012, and continuing uninterrupted for a period of five (5) years to and including February 27, 2017 (“the period of exclusion”), Perino, Perdel and ASI agree to a voluntary exclusion and suspension from participation in any new contract or subcontract awarded by or requiring approval or concurrence of the Department, which includes any contract or subcontract in connection with a local agency project that is subject to the approval or concurrence of the Department.

3. Pursuant to 44 Ill. Adm. Code § 6.600, the CPO has determined that the public interest is served by granting an exception to Perino, Perdel and ASI to participate in any existing executed contract or subcontract between Perino, Perdel and ASI and the Department or between Perino, Perdel and ASI and a local agency which was approved by the Department and in effect as of February 15, 2012, the date of the original suspensions.

4. Pursuant to 44 Ill. Adm. Code § 6.590, this Agreement shall not relieve Perino, Perdel and ASI or their sureties of any obligation to be performed in accordance with the terms of any executory contract or bond that remains in full force and effect.

5. During the period of exclusion, the Department will not consider, select or approve Perino, Perdel and ASI for participation in any new contract or subcontract awarded by or requiring approval or concurrence of the Department, which includes any contract or subcontract in connection with a local agency project that is subject to the approval or concurrence of the Department.

6. During the period of exclusion, Perino, Perdel and ASI will agree to be removed from all state agencies', including the Department's, registration as a subcontractor and list of prequalified contractors. Beginning on or after February 28, 2017, Perino, Perdel and ASI will be eligible to register or renew a request for subcontractor registration or prequalification as a contractor by the Department. Any such application submitted by or on behalf of Perino, Perdel or ASI must meet all requirements for prequalification in effect at the time of application.

7. During the period of exclusion, Perino, Perdel and ASI will agree to be removed from the Disadvantaged Business Enterprise ("DBE") directory and any agencies', including the Department's, list of certification as a DBE and will not seek certification or recertification as a DBE with any agency affiliated with the Illinois Unified Certification Program. Beginning on or after February 28, 2017, Perino, Perdel and ASI will be eligible to be considered for DBE certification or recertification by any agency affiliated with the Illinois Unified Certification Program. Any such application submitted by or on behalf of Perino, Perdel or ASI must meet all requirements for DBE certification in effect at the time of application.

8. In addition to the Department, this Agreement also is intended to benefit other agencies, boards and commissions of the State of Illinois, including but not limited to the Illinois State Toll Highway Authority, the Illinois Capital Development Board, and their officers, directors and employees (collectively referred to as "Illinois State Agencies"). During the period of exclusion, Perino, Perdel and ASI agree that Illinois State Agencies may rely upon this Agreement as the basis for refusal to consider, select or approve Perino, Perdel and ASI for participation in any new contract or subcontract that is funded in whole or part by State of Illinois funds or tolls or federally assisted funds.

9. Perino, Perdel and ASI agree to notify Illinois governmental entities that are clients of Perino, Perdel and ASI or whose contracts or subcontracts with Perino, Perdel and ASI are required to be approved by the Department, that it has entered into this Agreement. It is understood the Department may disclose this Agreement to others to fulfill its legal

obligations and governmental responsibilities, including disclosure under the Freedom of Information Act.

10. Perino, Perdel and ASI further agree to waive any administrative rights or remedies they may have to an administrative hearing or a contested case or proceeding arising out of the Department's or other Illinois State Agencies refusal to approve an award of any contract, subcontract, or prequalification to Perino, Perdel and ASI for the period of this exclusion.


11. Elizabeth Perino, Perdel Contracting Corporation and Accurate Steel Installers, Inc., by and through their attorney, Robert M. Stephenson, Locke Lord LLP, is executing this Agreement solely for the purpose of avoiding protracted legal proceedings and to facilitate a final resolution of the matters referenced herein. Perino, Perdel and ASI make no admission of any fault, liability, or wrongdoing, and this Agreement and the transactions it contemplates shall not be construed as such an admission.

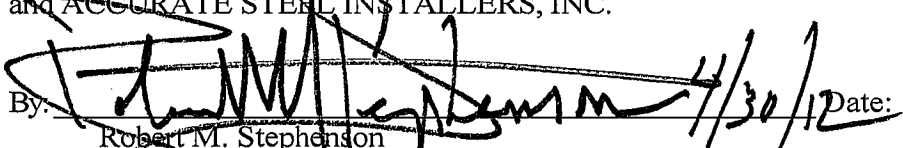
12. No issues relating to any criminal charges or investigation are addressed in or resolved by this Agreement. Nothing in this Agreement shall bind the state or federal government from pursuing any criminal or civil case with respect to the actions of any person or entity.

13. This Agreement constitutes the complete and exclusive statement of the parties' agreement relating to the subject matter herein and shall bind and inure to the benefit of the parties, Illinois State Agencies and their officers, directors and employees.

14. This Agreement may be signed in counterparts and shall be construed and interpreted in accordance with the laws of the State of Illinois.

ILLINOIS DEPARTMENT OF TRANSPORTATION

By:  Date: 5/2/12
Bill Grunloh
Chief Procurement Officer

ELIZABETH PERINO, PERDEL CONTRACTING CORP.
and ACCURATE STEEL INSTALLERS, INC.
By:  Date: 4/30/12
Robert M. Stephenson
Locke Lord LLP