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BEFORE THE

FHWA-98-4391-12 FEDERAL HIGHWAY ADMINISTRATION

DEPT. OF TRANSPORTATION

09 JUN 11 PM 2:50

In the matter¹ of

G.D.C., Inc.

OMC No. DC-98-009-645 & DC-99-006-645

REVISED SETTLEMENT AGREEMENT

The Parties to this Agreement are:

G.D.C., INC., (hereinafter called the CARRIER), and FEDERAL HIGHWAY ADMINISTRATION (hereinafter called the ADMINISTRATION).

The Parties agree as follows:

1. The ADMINISTRATION has two claims totaling \$50,560 against the CARRIER under 49 USC 521(b) as amended. The two Notices of the Claim were forwarded to the CARRIER on May 21, 1998, and January 22, 1999, respectively. The Notices of Claim assessed penalties in the amount of \$35,280, and \$15,280, respectively.
2. Pursuant to the Federal Claims Collection Act of 1966 (31 USC 3701 through 3717) and the regulations of the ADMINISTRATION (49 C.F.R. 386), the parties desire to settle these claims. This agreement for settlement of the claims is made pursuant to 49 C.F.R. 386.16(c).
3. In consideration of the full compromise and settlement of the \$50,560 total penalty amount of the two claims, the CARRIER agrees to pay the ADMINISTRATION, and the ADMINISTRATION agrees to accept, the sum of \$20,560 payable in nine installments, and further agrees that the remaining \$30,000 in penalties will be held in abeyance, and will be forgiven in lump sums of \$10,000, provided that the following conditions are met:

(1) the first \$10,000 lump sum will be forgiven at the completion of the first compliance review, which will be conducted no later than September 30, 1999, provided that the CARRIER retains a satisfactory safety rating, and there are no acute or critical violations listed on the compliance review;

(2) the second \$10,000 lump sum will be forgiven at the completion of the second compliance review, which will be conducted no later than September 30, 2000, provided that

the **CARRIER** retains a satisfactory safety rating, and there are no acute or critical violations listed on the compliance review; and,

(3) the third \$10,000 lump sum will be forgiven at the completion of the third compliance review, which will be conducted no later than September 30, 2001, provided that the **CARRIER** retains a satisfactory safety rating, and there are no acute or critical violations listed on the compliance review.

If, at the completion of the first compliance review, the **CARRIER** is (1) not in satisfactory compliance, or (2) is found to have acute or critical violations, or (3) both [(1) and (2)], the **CARRIER** agrees to pay to the ADMINISTRATION the sum of \$10,000, within 30 days of receipt of written notification of same by the Enforcement Program Manager, Office of Motor Carrier Safety, Eastern Resource Center (OMC).

If, at the completion of the second compliance review, the **CARRIER** is (1) not in satisfactory compliance, or (2) is found to have acute or critical violations, or (3) both [(1) and (2)], the **CARRIER** agrees to pay to the ADMINISTRATION the sum of \$10,000, within 30 days of receipt of written notification of same by OMC.

If, at the completion of the third compliance review, the **CARRIER** is (1) not in satisfactory compliance, or (2) is found to have acute or critical violations, or (3) both [(1) and (2)], the **CARRIER** agrees to pay to the ADMINISTRATION the sum of \$10,000, within 30 days of receipt of written notification of same by OMC.

With respect to the \$20,560 penalty amount assessed herein, which the **CARRIER** hereby agrees to pay irrespective of the **CARRIERS** future compliance, the following installment payment schedule was agreed upon, and remains in effect:

4. The **CARRIER** agreed to pay the first installment of \$3,000 by check, payable to the Federal Highway Administration, P.O. **Box** 100147, Atlanta, GA. 30384-0147 on or before April 8, 1999. The following payment scheduled was agreed upon as to the remaining eight installments:

Payment #2 in the amount of \$2,195 was due on or before 05/08/99 .

Payment #3 in the amount of \$2,195 was due on or before 06/08/99.

Payment #4 in the amount of \$2,195 was due on or before 07/08/99.

Payment #5 in the amount of \$2,195 is due on or before 08/08/99.

Payment #6 in the amount of \$2,195 is due on or before 09/08/99.

Payment #7 in the amount of \$2,195 is due on or before 10/08/99.
 Payment #8 in the amount of \$2,195 is due on or before 11/08/99.
 Payment #9 in the amount of \$2,195 is due on or before 12/08/99.

5. In the event that any enumerated payment is more than 30 days past due, the CARRIER agrees that the payment is "delinquent," and the penalty reduction provided in this Agreement becomes null and void, and the CARRIER must pay to the ADMINISTRATION the full amount of \$50,560 assessed in the original Notices of Claim. This amount must be paid in full within 30 days of the CARRIER's receipt of written notice that it has been declared "delinquent" by the ADMINISTRATION. The CARRIER agrees to pay the ADMINISTRATION interest at the rate specified by statute if payment is delinquent.
6. This settlement agreement constitutes the ADMINISTRATION'S offer to compromise. The offer automatically expires 20 days from the date of receipt by the CARRIER.
7. The CARRIER acknowledges that it has received adequate notice of the ADMINISTRATION'S claim. The CARRIER admits to the occurrence of the facts cited in the Notices of Claim and waives all rights it may have to further notice or to further details of the violations that lead to the claims.


 Corporate Officer

8-5-99
 Date

 Enforcement Program Manager
 Office of Motor Carriers

 Date