

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Department of Defense (“DOD”), and the Federal Aviation Administration as part of the Department of Transportation (“DOT”) (collectively, the “United States”); Eurovia Atlantic Coast, LLC d/b/a Northeast Paving (“Northeast Paving”), The Lane Construction Corporation (“Lane Construction”), and Stantec Consulting Services, Inc. (“Stantec”) (collectively, Northeast Paving, Lane Construction, and Stantec are the “Settling Parties”) (hereafter the United States and the Settling Parties are collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

- A. Northeast Paving is the business name of a paving and construction company operated by Eurovia Atlantic Coast LLC. Northeast Paving has a principal place of business in Bangor, Maine and bids on public construction projects in the Northeastern United States, including in Massachusetts.
- B. Lane Construction is a Connecticut corporation with a principal place of business in Charlotte, North Carolina.
- C. Stantec is a New York corporation with a principal place of business in Denver, Colorado.
- D. The United States contends that Lane Construction and Stantec submitted or caused the submission of claims for payment to DOT and DOD for the 2013-2014 rehabilitation of Runway 2-20 at Westfield-Barnes Airport in Westfield, Massachusetts. The United States

further contends that Northeast Paving, by virtue of a later asset purchase, holds certain liability as a successor to Lane Construction.

E. Northeast Paving, Lane Construction, and Stantec each admit, acknowledge, and accept responsibility for the following facts:

i. The Westfield-Barnes Regional Airport (the “Airport”) is a joint civil-military airport in Westfield, Massachusetts (the “City”).

ii. In 2012, the Airport sought and received design recommendations for a rehabilitation project of Runway 2-20 at the Airport (the “Project”). The City would (and ultimately did) pay for the Project using a mix of federal, state, and local funds. To receive the federal funds, the City had to submit claims to DOT and DOD periodically, including during and after construction.

iii. In 2013, the City and Stantec entered into an agreement for Stantec to provide certain design services, project management, bidding support, and related engineering services for the Project, which included developing specifications and drawings.

iv. In 2013, the City selected, and entered into an agreement with, Lane Construction to complete the Project, which included providing labor, materials, and equipment.

v. The specifications for the Project generally called for a rehabilitation of Runway 2-20 (the “Runway”) that included milling and placement of asphalt within the wings of the Runway, and excavation and placement of concrete within the keel of specific portions of the Runway.

vi. The specifications included a provision, in the “Construction Methods” section, stating, in part, that the compacted underlying surface on which the pavement would be placed adjacent to the new concrete portions of the Runway should be widened approximately 3

feet to extend beyond the paving machine track to support the paver without any noticeable displacement, and that after the underlying surface has been placed and compacted to the required density, the areas which will support the paving machine and the area to be paved shall be trimmed or graded to the plan grade elevation and profile by means of a properly designed machine (the “Track”).

vii. Lane used a slip-form paving machine to construct the concrete portions of the Project, and Lane and Stantec determined that the Track, as included in the specifications, was not necessary for the placement of the concrete using the slip-form paver; Lane instead used an alternative method to operate the slip-form paving machine.

viii. On or about November 25, 2013, Lane Construction substantially completed construction on the Project.

ix. On or about October 9, 2014, Stantec submitted copies of record drawings to the FAA, one of which showed the Track.

x. Lane Construction submitted claims to Stantec certifying, in part, that the work performed and the materials supplied were in conformity with approved plans and specifications. Stantec reviewed those certifications and submitted to the City requests for reimbursement for Lane’s work, as well as its own, certifying, in part, that the materials and construction accomplished met the requirements of the plans and specifications. The City then submitted copies of forms certifying, in part, that the Project was accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval was obtained from the FAA.

xi. No Track was constructed for the Project. Lane and Stantec did not submit an invoice for payment or a request for reimbursement specifically stating that the Track was constructed.

xii. After the Project, including in 2016, Stantec and Lane were involved in other projects relating to, or in the vicinity of, the Runway at the Airport.

xiii. In 2018, Northeast Paving purchased certain assets from Lane Construction, including the plant responsible for the Westfield Barnes rehabilitation project.

xiv. In 2019, the City of Westfield undertook a repair project to address cracking on the Runway in the vicinity of the area where the Track would have been constructed. The repair project was funded by the City and MassDOT, at a cost of approximately \$1.2 million. During the repair project, DOD incurred \$85,063 in expenses for relocating the ANG's 104th Fighter Wing, so that it could continue operations.

F. The United States contends that it has certain civil claims against Northeast Paving, Lane Construction, and Stantec from the conduct described in Recital E, including subparagraphs, in violation of the False Claims Act, 31 U.S.C. § 3129. The conduct and time period described in Recitals D and E, including subparagraphs, is hereafter referred to as the "Covered Conduct."

G. The Settling Parties will enter into a separate settlement agreement with the Commonwealth of Massachusetts.

In consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. The Settling Parties shall pay to the United States and the Commonwealth of Massachusetts, together, four million five hundred thousand dollars (\$4,500,000) (the “Settlement Amount”), as follows:

a. The Settling Parties shall pay to the United States \$1,370,000 (the “Settlement Amount”), of which \$85,063 is restitution, plus interest accruing at an annual rate of 4.33% from March 25, 2025, until the date of payment. (“Settlement Amount”). Each Company agrees to pay one third (1/3) of the Settlement Amount to the United States by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice no later than ten (10) days after the Effective Date of this Agreement.

b. The Settling Parties shall pay \$3,130,000 of the Settlement Amount to the Commonwealth pursuant to the terms of the Commonwealth’s settlement agreement with the Settling Parties.

2. Subject to the exceptions in Paragraph 3 (concerning reserved claims) below, and upon the United States’ receipt of the Settlement Amount, the United States releases Northeast Paving, Lane Construction, and Stantec, together with their current and former parent corporations, subsidiaries, divisions, and corporate successors and assigns, from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, and fraud.

3. Notwithstanding the releases given in Paragraph 2 of this, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including the suspension and debarment rights of any federal agency;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals;
- g. Any liability for failure to deliver goods or services due;
- h. Any liability for personal injury arising from the Covered Conduct; and
- i. Any liability of entities other than the Settling Parties.

4. Northeast Paving, Lane Construction, and Stantec waive and shall not assert any defenses they may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

5. Northeast Paving, Lane Construction, and Stantec fully and finally release the United States, its agencies, officers, agents, employees, and servants, from any claims (including

attorneys' fees, costs, and expenses of every kind and however denominated) that Northeast Paving, Lane Construction, and/or Stantec have asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States' investigation or prosecution thereof.

6. Northeast Paving, Lane Construction, and Stantec agree to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47, incurred by or on behalf of Northeast Paving, Lane Construction, and Stantec, their present or former officers, directors, employees, shareholders, or agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;
- (3) Northeast Paving, Lane Construction, and Stantec's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement; and
- (5) the payment(s) Northeast Paving, Lane Construction, and Stantec make to the United States pursuant to this Agreement and any payments that Northeast Paving, Lane Construction, and Stantec may make to the Commonwealth, including costs and attorney's fees;

are unallowable costs for government contracting purposes) (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Northeast Paving, Lane Construction, and Stantec, and they shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment:
Within 90 days of the Effective Date of this Agreement, Northeast Paving, Lane Construction, and Stantec shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Northeast Paving, Lane Construction, and Stantec or any of its subsidiaries or affiliates from the United States. Northeast Paving, Lane Construction, and Stantec agrees that the United States, at a minimum, shall be entitled to recoup from Northeast Paving, Lane Construction, and Stantec any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine Northeast Paving's, Lane Construction's, and/or Stantec's books and records and to disagree with any calculations submitted by Northeast Paving, Lane Construction, or Stantec or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Northeast Paving, Lane Construction, and Stantec, or the effect of any such Unallowable Costs on the amount of such payments.

7. This Agreement is intended to be for the benefit of the Parties only.

8. Each party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

9. Each party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

10. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of Massachusetts. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

11. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

12. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

13. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

14. This Agreement is binding on Northeast Paving's, Lane Construction's, and Stantec's successors, transferees, heirs, and assigns.

15. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

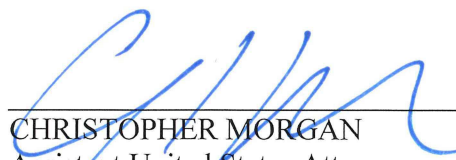
16. This Agreement is effective on the date of signature of the last signatory to the Agreement ("Effective Date" of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

THE UNITED STATES OF AMERICA

DATED: 6/27/25

BY:


CHRISTOPHER MORGAN
Assistant United States Attorney
District of Massachusetts

EUROVIA ATLANTIC COAST, LLC D/B/A NORTHEAST PAVING

DATED: 6/20/25


BY: 

Name P. Frederick O'Dea Jr.

Title vp / secretary

Eurovia Atlantic Coast, LLC d/b/a Northeast Paving

DATED: 6/27/25

BY: 

Ty Howard, Esq.
Bradley Arant Boult Cummings LLP
*Counsel for Eurovia Atlantic
Coast, LLC d/b/a Northeast Paving*

LANE CONSTRUCTION CORPORATION

DATED: 6/20/2025

BY: DocuSigned by:
Gianfranco Catrini
46E49EB1E1C14D5
[LANE SIGNATORY] Gianfranco Catrini
The Lane Construction Corporation

DATED: 6/20/2025

BY: DocuSigned by:
Daniele Nebbia
B809094706FA400
[LANE SIGNATORY] Daniele Nebbia
The Lane Construction Corporation

DATED: 6/20/2025

BY: DocuSigned by:
David Bondanza
2E840FC3A8C1434
David Bondanza, Esq.
The Lane Construction Corporation
Counsel for The Lane Construction Corporation

STANTEC CONSULTING SERVICES, INC.

DATED: _____

BY: _____

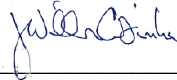
Stone, Jeff

Digitally signed by
Stone, Jeff
Date: 2025.06.24
13:22:07 -04'00'

Name : Jeffrey P. Stone

Title Senior Vice President & Associate
General Counsel

Stantec Consulting Services, Inc.



DATED: _____

BY: _____

William Codinha
Christopher Queenin
Nixon Peabody LLP
Counsel for Stantec Consulting Services, Inc.