

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

STATE OF RHODE ISLAND,)
)
Plaintiff,)
)
v.)
)
AECOM TECHNICAL SERVICES, INC.,)
AETNA BRIDGE COMPANY,)
ARIES SUPPORT SERVICES INC.,)
BARLETTA HEAVY DIVISION, INC.,)
BARLETTA/AETNA I-195 WASHINGTON)
BRIDGE NORTH PHASE 2 JV,)
COLLINS ENGINEERS, INC.,)
COMMONWEALTH ENGINEERS &)
CONSULTANTS, INC.,)
JACOBS ENGINEERING GROUP, INC.,)
MICHAEL BAKER INTERNATIONAL, INC.,)
PRIME AE GROUP, INC.,)
STEERE ENGINEERING, INC.,)
TRANSYSTEMS CORPORATION, and)
VANASSE HANGEN BRUSTLIN, INC.,)
)
Defendants.)

C.A. No. PC-2024-04526

**DEFENDANT’S VANASSE HANGEN BRUSTLIN, INC.’S
ANSWER TO PLAINTIFF’S COMPLAINT AND CROSS CLAIMS**

Defendant, Vanasse Hangen Brustlin, Inc. (“VHB”) Answers the enumerated paragraphs of Plaintiff’s Complaint as follows:

INTRODUCTION

The “Introduction” to the Complaint is descriptive of the factual allegations and need not be responded to. To the extent the introduction alleges any actions or inactions of VHB contributed to the alleged damages asserted in this Complaint, the “Introduction” is denied.

PARTIES

A. The Plaintiff

1. Admitted.

B. The Defendants

2. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
3. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
4. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
5. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
6. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
7. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
8. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
9. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
10. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

11. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
12. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
13. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
14. Admitted.

JURISDICTION AND VENUE

15. This paragraph calls for a legal conclusion to which no response is required. To the extent that a response is required, VHB denies the allegations of this paragraph.
16. This paragraph calls for a legal conclusion to which no response is required. To the extent that a response is required, VHB denies the allegations of this paragraph.
17. This paragraph calls for a legal conclusion to which no response is required. To the extent that a response is required, VHB denies the allegations of this paragraph.

FACTS

A. The Design and Construction of the Washington Bridge

18. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
19. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
20. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
21. Admitted.

22. Admitted based on the definition of “balanced” and “unbalanced” cantilever configurations in paragraphs 23 and 24.
23. Admitted.
24. Admitted.
25. Denied.
26. Denied as vague.
27. Denied as vague and over-simplified.
28. Denied.
29. Denied.
30. Admitted.
31. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
32. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

B. The Lichtenstein Report

33. Admitted that the bridge has been inspected a number of times but VHB lacks sufficient information or belief to know when the first inspection relevant to this case took place.
34. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
35. The Lichtenstein Report speaks for itself and VHB denies any allegations inconsistent with the terms of the report.
36. The Lichtenstein Report speaks for itself and VHB denies any allegations inconsistent with the terms of the report.

37. The Lichtenstein Report speaks for itself and VHB denies any allegations inconsistent with the terms of the report.

38. The Lichtenstein Report speaks for itself and VHB denies any allegations inconsistent with the terms of the report.

39. The Lichtenstein Report speaks for itself and VHB denies any allegations inconsistent with the terms of the report.

C. The 1996-1998 Rehabilitation of the Washington Bridge

40. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

41. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

D. The 2011 MBI Inspection

42. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

43. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

44. The allegations of the report speak for itself and VHB denies any allegations inconsistent with the terms of the report.

45. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

E. The State engages AECOM for the Complete Design of the Rehabilitation of the Washington Bridge: A Design-Bid-Build Project

46. Admitted, but VHB notes that the referenced document speaks for itself and denies any allegations in this paragraph inconsistent with the terms of that document.

47. Admitted, but VHB notes that the referenced document speaks for itself and denies any allegations in this paragraph inconsistent with the terms of that document.
48. Admitted, but VHB notes that the referenced document speaks for itself and denies any allegations in this paragraph inconsistent with the terms of that document.
49. Admitted, but VHB notes that the referenced document speaks for itself and denies any allegations in this paragraph inconsistent with the terms of that document.
50. Admitted, but VHB notes that the referenced document speaks for itself and denies any allegations in this paragraph inconsistent with the terms of that document.
51. Admitted, but VHB notes that the referenced document speaks for itself and denies any allegations in this paragraph inconsistent with the terms of that document.
52. Admitted, but VHB notes that the referenced document speaks for itself and denies any allegations in this paragraph inconsistent with the terms of that document.
53. Admitted, but VHB notes that the referenced document speaks for itself and denies any allegations in this paragraph inconsistent with the terms of that document.
54. Admitted, but VHB notes that the referenced document speaks for itself and denies any allegations in this paragraph inconsistent with the terms of that document.
55. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
56. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
57. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
58. Upon information and belief, admitted.

59. Upon information and belief, admitted.

60. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

F. AECOM Inspects the Washington Bridge and Transmits its Technical Evaluation Report and its Inspection Report

61. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

G. RIDOT Receives and Relies on AECOM's Final Construction Plans

62. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

63. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

64. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

65. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

H. The Cardi Corporation Contract

66. VHB cannot attest to the specific date but admits that the subject contract was entered into and that the contract speaks for itself.

67. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

I. Other Inspections of the Washington Bridge

68. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph except to note that VHB was not one of those alleged firms.

69. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph and again notes that VHB was not one of these alleged firms.

70. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

71. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

72. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

73. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

74. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

75. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

***J. A Second Attempt at Rehabilitation of the Washington Bridge:
A Design-Build Rehabilitation Project***

76. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

77. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

***K. The Joint Venture Embarks on the
Design-Build of the Washington Bridge***

78. Admitted.

79. Admitted, generally though the documents at issue speak for themselves and VHB denies any allegations in the paragraph inconsistent with the terms of the documents.
80. The referenced document speaks for itself and VHB denies any allegations in the paragraph inconsistent with the terms of that document. VHB further notes that whether such a goal was feasible was based upon information provided and was limited to the scope of the work in the RFP.
81. The referenced document speaks for itself and VHB denies any allegations in the paragraph inconsistent with the terms of that document.
82. The referenced document speaks for itself and VHB denies any allegations in the paragraph inconsistent with the terms of that document. As noted above, VHB reiterates that whether such a goal was feasible was based upon information provided and was limited to the scope of the work in the RFP.
83. The referenced document speaks for itself and VHB denies any allegations in the paragraph inconsistent with the terms of that document.
84. The referenced document speaks for itself and VHB denies any allegations in the paragraph inconsistent with the terms of that document.
85. The referenced document speaks for itself and VHB denies any allegations in the paragraph inconsistent with the terms of that document.
86. The referenced document speaks for itself and VHB denies any allegations in the paragraph inconsistent with the terms of that document.
87. Denied.
88. The referenced document speaks for itself and VHB denies any allegations in the paragraph inconsistent with the terms of that document.

89. The referenced document speaks for itself and VHB denies any allegations in the paragraph inconsistent with the terms of that document.

90. Admitted that RIDOT awarded the project to the joint venture, but VHB lacks sufficient information or belief to either admit or deny the remaining allegations of this paragraph.

91. Denied.

L. The Emergency closure of the Washington Bridge

92. Admitted.

93. Admitted.

94. Admitted.

95. Denied as vague and over-simplified.

CAUSES OF ACTION

COUNT I

BREACH OF CONTRACT (2014)

AECOM

96. VHB repeats and realleges paragraphs 1-95 above.

97. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

98. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

99. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT II

NEGLIGENCE

AECOM, Steere, Prime, and Aries Support Services

100. VHB repeats and realleges paragraphs 1-99 above.
101. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
102. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
103. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
104. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
105. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT III

NEGLIGENCE

Commonwealth Engineers (2019 and 2023 Inspections)

106. VHB repeats and realleges paragraphs 1-105 above.
107. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
108. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
109. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

110. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT IV
BREACH OF CONTRACT
AECOM (2019)

111. VHB repeats and realleges paragraphs 1-110 above.
112. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
113. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
114. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT V
BREACH OF FIDUCIARY DUTY
AECOM

115. VHB repeats and realleges paragraphs 1-114 above.
116. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
117. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
118. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
119. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

120. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

121. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT VI

BREACH OF CONTRACT

TranSystems (2016 and 2022 Inspections)

122. VHB repeats and realleges paragraphs 1-121 above.

123. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

124. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

125. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

126. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT VII

NEGLIGENCE

TranSystems (2016 and 2022 Inspections)

127. VHB repeats and realleges paragraphs 1-126 above.

128. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

129. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

130. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT VIII
BREACH OF CONTRACT
Collins (2017 Inspection)

131. VHB repeats and realleges paragraphs 1-130 above.
132. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
133. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
134. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
135. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT IX
NEGLIGENCE
Collins (2017 Inspection)

136. VHB repeats and realleges paragraphs 1-135 above.
137. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
138. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
139. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT X
BREACH OF CONTRACT
AECOM (2017, 2019, 2020, 2023, Inspections)

140. VHB repeats and realleges paragraphs 1-139 above.
141. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
142. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
143. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
144. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT XI
BREACH OF CONTRACT
MBI (2018 Inspection)

145. VHB repeats and realleges paragraphs 1-144 above.
146. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
147. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
148. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
149. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT XII
NEGLIGENCE
MBI (2018 Inspection)

150. VHB repeats and realleges paragraphs 1-149 above.
151. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
152. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
153. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT XIII
BREACH OF CONTRACT
Jacobs Engineering (2021 Inspection)

154. VHB repeats and realleges paragraphs 1-153 above.
155. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
156. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
157. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
158. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT XIV
NEGLIGENCE

Jacobs Engineering (2021 Inspection)

- 159. VHB repeats and realleges paragraphs 1-158 above.
- 160. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
- 161. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
- 162. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT XV
BREACH OF CONTRACT

The Joint Venture, Barletta and Aetna (2021 Design- Build Contract)

- 163. VHB repeats and realleges paragraphs 1-162 above.
- 164. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
- 165. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
- 166. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
- 167. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT XVI
NEGLIGENCE

The Joint Venture, Barletta and Aetna, VHB and Commonwealth Engineers

168. VHB repeats and realleges paragraphs 1-167 above.
169. This paragraph states legal conclusions to which no response is required. To the extent it directs allegations against other Defendants, VHB need not respond. To the extent VHB needs to respond to the allegations directed against it, it denies them.
170. To the extent this paragraph directs allegations against other Defendants, VHB need not respond. To the extent this paragraph directs allegations against VHB they are denied.
171. To the extent this paragraph directs allegations against other Defendants, VHB need not respond. To the extent this paragraph directs allegations against VHB they are denied.
172. To the extent this paragraph directs allegations against other Defendants, VHB need not respond. To the extent this paragraph directs allegations against VHB they are denied.

WHEREFORE, VHB demands judgment enter in its favor and against the State of Rhode Island with respect to all claims directed against it, and it be awarded its attorneys' fees and costs and such other relief as this Honorable Court deems proper.

COUNT XVII
CONTRACTUAL INDEMNITY
AECOM, Aetna, Barletta, and the Joint Venture

173. VHB repeats and realleges paragraphs 1-172 above.

174. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
175. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
176. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
177. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
178. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT XVIII
DECLARATORY JUDGMENT REGARDING
CONTRACTUAL INDEMNITY
AECOM, Aetna, Barletta and the Joint Venture

179. VHB repeats and realleges paragraphs 1-178 above.
180. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
181. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
182. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT XIX
DECLARATORY JUDGMENT REGARDING
NON-CONTRACTUAL INDEMNITY

All Defendants

183. VHB repeats and realleges paragraphs 1-182 above.
184. To the extent this paragraph directs allegations against other Defendants, VHB need not respond. To the extent this paragraph directs allegations against VHB they are denied.
185. To the extent this paragraph directs allegations against other Defendants, VHB need not respond. To the extent this paragraph directs allegations against VHB they are denied.
186. To the extent this paragraph directs allegations against other Defendants, VHB need not respond. To the extent this paragraph directs allegations against VHB they are denied.

WHEREFORE, VHB demands judgment enter in its favor and against the State of Rhode Island with respect to all claims directed against it, and it be awarded its attorneys' fees and costs and such other relief as this Honorable Court deems proper.

COUNT XX
DECLARATORY JUDGMENT REGARDING
CONTRIBUTION

All Defendants

187. VHB repeats and realleges paragraphs 1-186 above.
188. To the extent this paragraph directs allegations against other Defendants, VHB need not respond. To the extent this paragraph directs allegations against VHB they are denied.

189. To the extent this paragraph directs allegations against other Defendants, VHB need not respond. To the extent this paragraph directs allegations against VHB they are denied.

190. To the extent this paragraph directs allegations against other Defendants, VHB need not respond. To the extent this paragraph directs allegations against VHB they are denied.

WHEREFORE, VHB demands judgment enter in its favor and against the State of Rhode Island with respect to all claims directed against it, and it be awarded its attorneys' fees and costs and such other relief as this Honorable Court deems proper.

JURY DEMAND

VHB demands a trial by jury on all of Plaintiff's claims so triable.

AFFIRMATIVE DEFENSES

ONE

The Complaint fails to state a claim for which relief may be granted.

TWO

The Complaint is barred in part or in whole by the applicable statute of limitations and statute of repose.

THREE

To the extent VHB is found liable for any allegations directed against it in this Complaint, it is entitled to contribution from other tortfeasors.

FOUR

The Complaint is barred and or any damages alleged against VHB should be reduced by the comparative and/or contributory negligence of the State of Rhode Island.

FIVE

The Complaint is barred by the doctrine of waiver.

SIX

The Complaint is barred by the doctrine of estoppel.

SEVEN

The Complaint is barred by the doctrine of unclean hands.

CROSS CLAIMS

1. The Plaintiff State of Rhode Island has asserted various claims against VHB including claims for Negligence and also Declaratory Judgment.
2. VHB denies all allegations directed against it by the State of Rhode Island.
3. Notwithstanding VHB's denial, to the extent the State of Rhode Island is able to prove any of the claims against VHB, VHB is entitled to contribution in an amount to be determined by the court against each and every one of the other Defendants in the case including: AECOM Technical Services, Inc., AETNA Bridge Company, ARIES Support Services Inc., BARLETTA Heavy Division, Inc., BARLETTA/AETNA I-195 Washington Bridge North Phase 2 JV, COLLINS Engineers, Inc., COMMONWEALTH Engineers & Consultants, Inc., JACOBS Engineering Group, Inc., MICHAEL BAKER International, Inc., PRIME AE Group, Inc., STEERE Engineering, Inc., and TRANSYSTEMS Corporation.

WHEREFORE, to the extent the State is able to prove any of its allegations against VHB, VHB demands contribution in full from each and every one of the other Defendants in this case as well as its recovery of attorneys' fees and costs, and such other relief as this Honorable Court deems proper.

JURY DEMAND

VHB demands trial by jury on its claims for contribution.

Respectfully submitted,
VANASSE HANGEN BRUSTLIN, INC.
By and through Counsel:

/s/ Brian C. Newberry, Esq.

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Date: October 31, 2024

CERTIFICATE OF SERVICE

I hereby certify that this document, filed through the Odyssey File & Serve System, will be sent electronically to the registered participants as identified on the Case Service Contacts List and/or paper copies will be sent, postage pre-paid, to those indicated as non-registered participants on this 31st, day of October, 2024. The document is further available for viewing and/or downloading from the System.

/s/ Brian C. Newberry, Esq.

Brian C. Newberry, Esq.

FOR THE STATE OF RHODE ISLAND:

STATE OF RHODE ISLAND

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FOR THE DEFENDANTS:

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Defendant,

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By its Attorneys,

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Defendant,

Aries Support Services, Inc.,
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Defendant,

Michael Baker International, Inc.,
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