

4. On July 2, 2008, the Office of the United States Trustee appointed an official committee of unsecured creditors (the "Committee"). The Committee has retained counsel.

5. On July 11, 2008, the Court entered an Order granting the *Motion by Debtor and Debtor-in-Possession For Entry of Order Fixing Bar Dates and Approving Form of Notice*, and established August 22, 2008 as the deadline for any individual or entity to file a proof of claim against the Debtor's estate, and December 22, 2008 as the deadline for governmental units to file a proof of claim against the Debtor's estate. These bar dates were extended only for certain creditors on account of the Debtor's amendment of its bankruptcy schedules. All bar dates for the filing of proofs of claim have expired.

6. On August 22, 2008, the Claimant filed the Claim. The Claim relates to cross claims brought against the Debtor in connection with the following lawsuits: (a) DelValle v. Bechtel Corp., Suffolk Superior Court Case no. 06-3654-H, and (b) Commonwealth of Massachusetts v. Bechtel Corporation f/k/a Bechtel Civil Inc. and Bechtel Civil & Materials, Inc., Suffolk Superior Court Case no. 06-04933-BLS (collectively the "Lawsuits"). The Claimant's cross claims in the Lawsuits sought, among other things, indemnification to the full extent of any recovery awarded against the Claimant, and contribution if the Claimant was found liable to the plaintiffs for any amount in excess of its pro-rata share of any damages to the plaintiffs. A copy of the Claim is attached as Exhibit A.

BASIS FOR OBJECTION

7. The Debtor served as the largest contractor (in terms of the dollar amount of contracts awarded), on the historic "Big Dig" Central Artery/Tunnel project in Boston, Massachusetts (the "CA/T Project"). The CA/T Project was constructed through many separate contracts. The Debtor was the general contractor on many of those contracts. The Debtor

subcontracted with various parties, including the Claimant, to provide goods and services necessary to perform its contracts on the CA/T Project. Included in many of these subcontracts were warranties and guaranties of the subcontractors of, among other things, the quality and merchantability of the goods and services provided by the subcontractors. Disputes arose between and among the Debtor, certain subcontractors and suppliers, including the Claimant, and the Commonwealth of Massachusetts (through various governmental agencies) respecting (a) the payment of claims and liability for alleged breaches of contract and property damage arising from the work on the CA/T Project and (b) the July 10, 2006 concrete ceiling collapse in the I-90 connector tunnel. Among the actions commenced as a result of these disputes were the Lawsuits listed in the Claim, which include the cross-claims brought by the Claimant.

8. In December 2008, the Court approved numerous interrelated settlements of the complex litigation involving, among others, the Debtor, the Commonwealth of Massachusetts, and the CA/T Claimants arising from various disputes related to the CA/T Project. In connection with those settlements, the Commonwealth of Massachusetts and the Claimant, among other things, granted a release of its cross claims against the Debtor and the Debtor's estate in connection with both Lawsuits. Accordingly, the Claim should be disallowed and expunged in its entirety.

RESERVATION OF RIGHTS

9. This objection describes a specific, limited objection to the Claim. Accordingly, the Debtor reserves the right to: (a) supplement this objection and/or file additional objections to the Claim on any basis; (b) file additional objections to any other claims against the Debtor, including any administrative claims, secured claims, priority claims and non-priority unsecured claims; and (c) file an affirmative lawsuit or action against any party based on any and all causes

of action or choses in action, including, without limitation, avoidance actions under Sections 544, 547, 548, 549, 550 and 553.

NOTICE

10. A copy of this objection is being served upon: (i) the Claimant, (ii) the Office of the United States Trustee, (iii) counsel to the Committee, and (iv) all parties who have requested notice pursuant to Bankruptcy Rule 2002. Service of this objection in this manner therefore complies with Bankruptcy Rules 2002 and 3007.

WHEREFORE, the Debtor respectfully requests that this Court enter an order: (a) sustaining the objection and disallowing and expunging the Claim in its entirety; and (b) granting to the Debtor such other and further relief as the Court deems just and proper in the circumstances.

Respectfully submitted,

MODERN CONTINENTAL
CONSTRUCTION COMPANY, INC.,

By its attorneys,

/s/ Christian J. Urbano

Harold B. Murphy, BBO #326610

D. Ethan Jeffery, BBO #631941

Christian J. Urbano, BBO #644471

Hanify & King, Professional Corporation

One Beacon Street, 21st Floor

Boston, MA 02108

Tel: (617) 423-0400

Fax: (617) 556-8985

Email: cju@hanify.com

Dated: July 8, 2009

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**IN RE: MODERN CONTINENTAL CONSTRUCTION Co., INC.
BANKRUPTCY No. 08-14558 (WCH)**

EXHIBIT A TO

**DEBTOR'S OBJECTION TO PROOF OF CLAIM NO. 108 FILED BY
GANNETT FLEMING, INC.**

B 101 (Official Form 10/11/07)

UNITED STATES BANKRUPTCY COURT		District of Massachusetts	PROOF OF CLAIM
Name of Debtor Modern Continental Construction Co., Inc.		Case Number 08-14558-WCH	
<i>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>			
Name of Creditor (the person or other entity to whom the debtor owes money or property). Gannett Fleming, Inc.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Name and address where notice should be sent. c/o Thomas F. Maffei, P. C., Griesinger, Tighe & Maffei LLP 176 Federal Street, Boston, MA 02110			
Telephone number (617) 542-9900			
Name and address where payment should be sent (if different from above).		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
1. Amount of Claim as of Date Case Filed: \$ <u>Uncertain</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B) <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5) <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8) Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____)	
2. Basis for Claim: <u>See Exhibits A through C, attached and incorporated</u> (See instruction #2 on reverse side) <u>herein by this reference</u>		Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)			
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate: _____ % Amount of arrearage and other charges as of time case filed included in secured claim. If any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim			
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain.			
Date: _____ Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number, if different from the notice address above. Attach copy of power of attorney, if any.		FOR COURT USE ONLY	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

Exhibit A

(to the Proof of Claim of Gannett Fleming, Inc.)

Creditor Gannett Fleming, Inc. ("Gannett") and debtor Modern Continental Construction Co., Inc. ("Modern"), both are named as defendants in two lawsuits currently pending in the Massachusetts (Suffolk County) Trial Court, Superior Court Division. Those lawsuits are captioned as follows:

1. De Valle, et al. vs. Bechtel Corp, et al., No. 06-3654-H
2. Commonwealth of Massachusetts, et al. vs. Bechtel Corporation f/k/a Bechtel Civil Inc. and Bechtel Civil & Minerals, Inc., et al., No. 06-04933-BLS

Gannett has filed cross-claims against Modern in both lawsuits seeking (1) indemnification to the full extent of any recovery awarded the plaintiffs against Gannett, and (2) contribution if Gannett is found liable to the plaintiffs for any amount in excess of Gannett's pro rata share of any damages to the plaintiffs. Prejudgment and postjudgment interest on the cross-claims are provided by G. L. c. 231, §§ 6B, 6C, 6H.

A true copy of Gannett's cross-claims in civil action 06-3654-H, dated January 11, 2007, is attached as Exhibit B. A true copy of the document containing Gannett's cross-claims in civil action 06-04933-BLS, dated September 17, 2007, is attached as Exhibit C.

Gannett reserves the rights to modify, amend, or supplement this Proof of Claim at any time; the rights reserved include but are not limited to the rights to make modifications, amendments, and supplements relating to the amounts owed.

EXHIBIT B

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT

_____)
 ANGEL DEL VALLE and RAQUEL IBARRA)
 MORA, Co-Administrators of the Estate of)
 MILENA DEL VALLE, and ANGEL)
 DEL VALLE, Individually,)
 Plaintiffs,)
)
 v.)
)
 BECHTEL CORP., PARSONS BRINCKERHOFF,)
 QUADE & DOUGLAS, INC., BECHTEL /)
 PARSONS BRINCKERHOFF, MODERN)
 CONTINENTAL CONSTRUCTION CO.,)
 WALSH CONSTRUCTION CO. OF ILLINOIS,)
 GANNETT FLEMING, INC., MASSACHUSETTS)
 TURNPIKE AUTHORITY, HDR, INC.,)
 POWERS FASTENERS, SIKA CORPORATION,)
 NEWMAN RENNER COLONY, LLC, SIGMA)
 ENGINEERS INTERNATIONAL, INC.,)
 CONAM, INC., and HNTB CORPORATION,)
 Defendants.)
 _____)

CIVIL ACTION NO. 06-3654

GANNETT FLEMING, INC.'S ANSWER AND AFFIRMATIVE DEFENSES TO THE SECOND AMENDED COMPLAINT, CROSS-CLAIMS, AND JURY DEMAND

Defendant Gannett Fleming, Inc. ("Gannett Fleming"), pursuant to Mass. R. Civ. P.

Rules 8 and 12, hereby responds to the Second Amended Complaint filed by plaintiffs Angel Del Valle and Raquel Ibarra Mora, Co-Administrators of the Estate of Milena Del Valle, and Angel Del Valle, individually (collectively, the "plaintiffs").

FIRST DEFENSE

1. Paragraph 1 of the Second Amended Complaint is descriptive of the action and, as such, requires no response. To the extent that Gannett Fleming is required to respond, it asserts

that the Second Amended Complaint speaks for itself, and otherwise denies the allegations set forth in Paragraph 1 of the Second Amended Complaint.

THE PARTIES

2. Gannett Fleming is without knowledge or information sufficient to admit the allegations contained in Paragraph 2 of the Second Amended Complaint.

3. Gannett Fleming denies that Bechtel Corporation (“Bechtel”) was a builder of the Central Artery Tunnel (the “CA/T Project”). Gannett Fleming is without knowledge or information sufficient to admit that Bechtel, as opposed to B/PB (as hereinafter defined), acted as corporate engineer, project manager, designer, and/or planner of the CA/T Project. Otherwise, Gannett Fleming admits the remaining allegations contained in Paragraph 3 of the Second Amended Complaint.

4. Gannett Fleming denies that Parsons Brinckerhoff Quade and Douglas, Inc. (“Parsons”) was a builder of the CA/T Project. Gannett Fleming is without knowledge or information sufficient to admit that Parsons, as opposed to B/PB (as hereinafter defined), acted as corporate engineer, project manager, designer, and/or planner of the CA/T Project. Otherwise, Gannett Fleming admits the remaining allegations contained in Paragraph 4 of the Second Amended Complaint.

5. Gannett Fleming admits that Bechtel/Parsons Brinckerhoff (“B/PB”) was the management consultant for the CA/T Project and denies the remaining allegations contained in Paragraph 5 of the Second Amended Complaint to the extent they are inconsistent with the terms of B/PB’s contract, which speaks for itself.

6. Gannett Fleming admits the allegations contained in Paragraph 6 of the Second Amended Complaint, except that it is without knowledge or information as to whether the

Commonwealth of Massachusetts – or any agency or department of the Commonwealth of Massachusetts – also provided oversight for the CA/T Project.

7. Gannett Fleming admits that Modern Continental was the general contractor for Construction Contract C09B2, and otherwise states that it is without knowledge or information sufficient to admit the remaining allegations contained in Paragraph 7 of the Second Amended Complaint.

8. Gannett Fleming is without knowledge or information sufficient to admit the allegations contained in Paragraph 8 of the Second Amended Complaint.

9. Gannett Fleming admits that it has offices located at 150 Wood Road in Braintree, Massachusetts, and further states that it is a Delaware corporation. Gannett Fleming admits that, pursuant to a written contract with the Massachusetts Highway Department (“MHD”), and in accordance with design directives issued by B/PB, the MHD, and the MTA, it provided certain design services concerning the “tunnel finishes,” including design services related to the suspended ceiling system constructed as part of the Central Artery/Tunnel in Section 4A2, and otherwise Gannett Fleming denies the remaining allegations contained in Paragraph 9 of the Second Amended Complaint.

10. Gannett Fleming is without knowledge or information sufficient to admit the allegations contained in Paragraph 10 of the Second Amended Complaint.

11. Gannett Fleming is without knowledge or information sufficient to admit the allegations contained in Paragraph 11 of the Second Amended Complaint.

12. Gannett Fleming is without knowledge or information sufficient to admit the allegations contained in Paragraph 12 of the Second Amended Complaint.

13. Gannett Fleming is without knowledge or information sufficient to admit the allegations contained in Paragraph 13 of the Second Amended Complaint.

14. Gannett Fleming is without knowledge or information sufficient to admit the allegations contained in Paragraph 14 of the Second Amended Complaint.

15. Gannett Fleming is without knowledge or information sufficient to admit the allegations contained in Paragraph 15 of the Second Amended Complaint.

16. Gannett Fleming is without knowledge or information sufficient to admit the allegations contained in Paragraph 16 of the Second Amended Complaint.

THE ACCIDENT

17. Gannett Fleming is without knowledge or information sufficient to admit the allegations contained in Paragraph 17 of the Second Amended Complaint, and therefore, denies the same.

18. Gannett Fleming is without knowledge or information sufficient to admit the allegations contained in Paragraph 18 of the Second Amended Complaint, and therefore, denies the same.

19. Gannett Fleming admits that, on July 10, 2006, a motor vehicle in which Milena Del Valle and Angel Del Valle were traveling in the I-90 Connector Tunnel was struck by a portion of the pre-cast concrete ceiling in said tunnel; otherwise, Gannett Fleming is without knowledge or information sufficient to admit the allegations contained in Paragraph 19 of the Second Amended Complaint, and therefore, denies the same.

20. Gannett Fleming is without knowledge or information sufficient to admit the allegations contained in Paragraph 20 of the Second Amended Complaint, and therefore, denies the same.

21. Gannett Fleming is without knowledge or information sufficient to admit the allegations contained in Paragraph 21 of the Second Amended Complaint, and therefore, denies the same.

22. Gannett Fleming is without knowledge or information sufficient to admit the allegations contained in Paragraph 22 of the Second Amended Complaint, and therefore, denies the same.

TUNNEL CEILING DESIGN AND CONSTRUCTION

23. Gannett Fleming admits that the Central Artery was replaced with a tunnel under the City of Boston, the Zakim Bunker Hill Bridge was constructed, and I-90 was extended to Logan Airport as part of the CA/T Project.

24. Gannett Fleming admits that B/PB performed numerous services for the CA/T Project, but is without knowledge or information sufficient to admit the remaining allegations contained in Paragraph 24 of the Second Amended Complaint.

25. Gannett Fleming admits that B/PB performed numerous services for the CA/T Project, but is without knowledge or information sufficient to admit the remaining allegations contained in Paragraph 25 of the Second Amended Complaint. Gannett Fleming denies that it was part of a "Big Dig Management Consortium."

26. Gannett Fleming admits that the ceiling in the I-90 Tunnel is made up of the "original" tunnel ceiling and a lower suspended or drop ceiling, and otherwise denies the remaining allegations contained in Paragraph 26 of the Second Amended Complaint.

27. Gannett Fleming admits that the topside of the suspended ceiling forms the floor of the exhaust plenum, which is used as part of the tunnel ventilation system, and otherwise denies the remaining allegations contained in Paragraph 27 of the Second Amended Complaint.

28. Gannett Fleming denies the allegations contained in Paragraph 28 of the Second Amended Complaint.

29. Gannett Fleming denies the allegations contained in Paragraph 29 of the Second Amended Complaint.

30. Gannett Fleming denies the allegations contained in Paragraph 30 of the Second Amended Complaint.

31. Gannett Fleming denies the allegations contained in Paragraph 31 of the Second Amended Complaint.

32. Gannett Fleming denies the allegations contained in Paragraph 32 of the Second Amended Complaint.

33. Gannett Fleming denies the allegations contained in Paragraph 33 of the Second Amended Complaint.

34. Gannett Fleming denies the allegations contained in Paragraph 34 of the Second Amended Complaint.

35. Gannett Fleming denies the allegations contained in Paragraph 35 of the Second Amended Complaint.

36. Gannett Fleming denies the allegations contained in Paragraph 36 of the Second Amended Complaint.

37. Gannett Fleming denies the allegations contained in Paragraph 37 of the Second Amended Complaint.

[ALLEGEDLY] UNSAFE USE OF BOLTS

38. Gannett Fleming denies the allegations contained in Paragraph 38 of the Second Amended Complaint.

39. Gannett Fleming denies the allegations contained in Paragraph 39 of the Second Amended Complaint.

40. Gannett Fleming denies the allegations contained in Paragraph 40 of the Second Amended Complaint.

41. Gannett Fleming denies the allegations contained in Paragraph 41 of the Second Amended Complaint.

42. Gannett Fleming denies the allegations contained in Paragraph 42 of the Second Amended Complaint.

43. Gannett Fleming denies the allegations contained in Paragraph 43 of the Second Amended Complaint.

44. Gannett Fleming denies the allegations contained in Paragraph 44 of the Second Amended Complaint.

45. Gannett Fleming denies the allegations contained in Paragraph 45 of the Second Amended Complaint.

[ALLEGEDLY] UNSAFE USE OF EPOXY

46. Gannett Fleming denies the allegations contained in Paragraph 46 of the Second Amended Complaint.

47. Gannett Fleming denies the allegations contained in Paragraph 47 of the Second Amended Complaint.

48. Gannett Fleming denies the allegations contained in Paragraph 48 of the Second Amended Complaint.

49. Gannett Fleming denies the allegations contained in Paragraph 49 of the Second Amended Complaint.

50. Gannett Fleming denies the allegations contained in Paragraph 50 of the Second Amended Complaint.

51. Gannett Fleming denies the allegations contained in Paragraph 51 of the Second Amended Complaint.

52. Gannett Fleming denies the allegations contained in Paragraph 52 of the Second Amended Complaint.

[ALLEGEDLY] UNSAFE STEEL HANGERS

53. Gannett Fleming is without knowledge or information sufficient to admit the allegations contained in the first sentence of Paragraph 53 of the Second Amended Complaint, and therefore, denies the same. Gannett Fleming admits that concrete from the tunnel ceiling fell onto the Del Valle's car, states that it is without knowledge or information sufficient to admit the cause or cause of that occurrence, but specifically denies that the occurrence resulted from improper design or other negligence or failure on the part of Gannett Fleming; Gannett Fleming otherwise denies the allegations contained in the second sentence of Paragraph 53 of the Second Amended Complaint.

54. Gannett Fleming denies the allegations contained in Paragraph 54 of the Second Amended Complaint.

55. Gannett Fleming denies the allegations contained in Paragraph 55 of the Second Amended Complaint.

56. Gannett Fleming denies the allegations contained in Paragraph 56 of the Second Amended Complaint.

57. Gannett Fleming denies the allegations contained in Paragraph 57 of the Second Amended Complaint.

COUNT I(G)

(WRONGFUL DEATH – NEGLIGENCE)

58. Gannett Fleming repeats its responses to Paragraphs 1 through 57 of the Second Amended Complaint as if fully set forth herein. Gannett Fleming further states that the allegations contained in Counts I (A) – (F) and (H) – (P) of the Second Amended Complaint are not directed at Gannett Fleming, and therefore, no response is required to those allegations.

59. Gannett Fleming denies the allegations contained in Paragraph 59 of the Second Amended Complaint.

60. Gannett Fleming denies the allegations contained in Paragraph 60 of the Second Amended Complaint.

61. Gannett Fleming denies the allegations contained in Paragraph 61 of the Second Amended Complaint.

COUNT II(G)

**(WRONGFUL DEATH – GROSS NEGLIGENCE, RECKLESSNESS,
AND WILLFUL AND WANTON MISCONDUCT)**

62. Gannett Fleming repeats its responses to Paragraphs 1 through 61 of the Second Amended Complaint as if fully set forth herein. Gannett Fleming further states that the allegations contained in Counts II (A) – (F) and (H) – (P) of the Second Amended Complaint are not directed at Gannett Fleming, and therefore, no response is required to those allegations.

63. Gannett Fleming denies the allegations contained in Paragraph 63 of the Second Amended Complaint.

64. Gannett Fleming denies the allegations contained in Paragraph 64 of the Second Amended Complaint.

COUNT III(G)

(SURVIVAL CLAIMS – PAIN AND SUFFERING)

65. Gannett Fleming repeats its responses to Paragraphs 1 through 64 of the Second Amended Complaint as if fully set forth herein. Gannett Fleming further states that the allegations contained in Counts III (A) – (F) and (H) – (P) of the Second Amended Complaint are not directed at Gannett Fleming, and therefore, no response is required to those allegations.

66. Gannett Fleming denies the allegations contained in Paragraph 66 of the Second Amended Complaint.

67. Gannett Fleming denies the allegations contained in Paragraph 67 of the Second Amended Complaint.

COUNT IV

(BREACHES OF WARRANTIES)

68. Gannett Fleming repeats its responses to Paragraphs 1 through 67 of the Second Amended Complaint as if fully set forth herein.

69. The allegations contained in Paragraph 69 of the Second Amended Complaint are not directed at Gannett Fleming, and therefore, no answer is required.

70. The allegations contained in Paragraph 70 of the Second Amended Complaint are not directed at Gannett Fleming, and therefore, no answer is required.

71. The allegations contained in Paragraph 71 of the Second Amended Complaint are not directed at Gannett Fleming, and therefore, no answer is required.

72. The allegations contained in Paragraph 72 of the Second Amended Complaint are not directed at Gannett Fleming, and therefore, no answer is required.

73. The allegations contained in Paragraph 73 of the Second Amended Complaint are not directed at Gannett Fleming, and therefore, no answer is required.

74. The allegations contained in Paragraph 74 of the Second Amended Complaint are not directed at Gannett Fleming, and therefore, no answer is required.

75. The allegations contained in Paragraph 75 of the Second Amended Complaint are not directed at Gannett Fleming, and therefore, no answer is required.

COUNT V(G)

(NEGLIGENCE CAUSING PERSONAL INJURY)

76. Gannett Fleming repeats its responses to Paragraphs 1 through 75 of the Second Amended Complaint as if fully set forth herein. Gannett Fleming further states that the allegations contained in Counts V (A) – (F) and (H) – (P) of the Second Amended Complaint are not directed at Gannett Fleming, and therefore, no response is required to those allegations.

77. Gannett Fleming denies the allegations contained in Paragraph 77 of the Second Amended Complaint.

78. Gannett Fleming denies the allegations contained in Paragraph 78 of the Second Amended Complaint.

79. Gannett Fleming denies the allegations contained in Paragraph 79 of the Second Amended Complaint.

SECOND DEFENSE

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

THIRD DEFENSE

The plaintiffs' claims are barred by the statute of repose.

FOURTH DEFENSE

The losses sustained by the plaintiffs were the result of conduct of persons or entities over whom Gannett Fleming had no control or responsibility, and for whose conduct Gannett Fleming is thus not liable.

FIFTH DEFENSE

Gannett Fleming acted with the proper degree of attention, reasonable care and to the best of its skill and knowledge.

SIXTH DEFENSE

Gannett Fleming exercised due care at all times and, therefore, the plaintiffs cannot show that Gannett Fleming was negligent in any respect.

SEVENTH DEFENSE

To the extent Gannett Fleming had a duty to the plaintiffs, it fully and completely satisfied it.

EIGHTH DEFENSE

The plaintiffs' claims are barred because their injuries were caused by the intervening and/or superseding acts of third persons for whom Gannett Fleming is not liable.

NINTH DEFENSE

The plaintiffs' claims are barred because the acts or omissions of Gannett Fleming were not the legal or proximate cause of any damage to the plaintiffs.

TENTH DEFENSE

The plaintiffs' claims are barred because the plaintiffs have not been damaged as a result of any act or omission of Gannett Fleming.

CROSS-CLAIMS OF GANNETT FLEMING

Gannett Fleming, Inc. hereby asserts the following cross-claims for indemnification and contribution:

1. Gannett Fleming is a corporation duly organized pursuant to the laws of Delaware and registered to perform business in the Commonwealth of Massachusetts with an office located at 150 Wood Road in Braintree, Massachusetts.

2. Massachusetts Turnpike Authority (“MTA”), is a quasi-public authority with offices located at the State Transportation Building, 10 Park Plaza, Suite 4160, Boston, Massachusetts. The MTA is a defendant in this action.

3. Modern Continental Construction Co. (“Modern”) is a Massachusetts corporation with its principal place of business in Cambridge, Massachusetts. Modern is a defendant in this action.

4. Bechtel Corp. (“Bechtel”) is a corporation duly organized by law with its principal place of business in the State of California. Bechtel is a defendant in this action.

5. Parsons Brinckerhoff Quade & Douglas, Inc. (“Parsons”) is a corporation duly organized by law with its principal place of business in the State of New York. Parsons is a defendant in this action.

6. Bechtel/Parsons Brinckerhoff (“B/PB”) is a joint venture between Bechtel and Parsons and has its principal place of business in Boston, Massachusetts. B/PB is a defendant in this action.

7. Walsh Construction Company of Illinois (“Walsh”) is a corporation duly organized by law with its principal place of business in the State of Illinois. Walsh is a defendant in this action.

8. HDR, Inc. ("HDR") is a corporation duly organized by law with its principal place of business in the State of Nebraska. HDR is a defendant in this action.

9. Power Fasteners ("Powers") is a corporation duly organized by law with its principal place of business in the State of New York. Powers is a defendant in this action.

10. Sika Corporation ("Sika") is a corporation duly organized by law with its principal place of business in the State of New Jersey. Sika is a defendant in this action.

11. Newman Renner Colony, LLC ("NRC") was a corporation duly organized by law with its principal place of business in the Commonwealth of Massachusetts. NRC is a defendant in this action.

12. Newman Associates, Inc. ("Newman") is a corporation duly organized by law with its principal place of business in the Commonwealth of Massachusetts. Newman is a defendant in this action.

13. Renner Colony, LLC ("Renner") is a corporation duly organized by law with its principal place of business in the Commonwealth of Massachusetts. Renner is a defendant in this action.

14. Sigma Engineering International, Inc. ("Sigma") is a corporation duly organized by law with its principal place of business in the State of Rhode Island. Sigma is a defendant in this action.

15. ConAm, Inc. ("ConAm") is a corporation duly organized by law with its principal place of business in the State of New Jersey. ConAm is a defendant in this action.

16. HNTB Corporation ("HNTB") is a corporation duly organized by law with its principal place of business in the State of Missouri. HNTB is a defendant in this action.

17. The plaintiffs in this action allege that the above-listed cross-claim defendants, among others, negligently and wrongfully caused the death of Milena Del Valle, and caused Angel Del Valle to suffer personal and emotional injuries.

18. Gannett Fleming is in no way responsible for any injuries suffered by the plaintiffs.

19. To the extent Gannett Fleming is found liable for some or all of the plaintiffs' injuries, Gannett Fleming is entitled to indemnification from the cross-claim defendants.

20. To the extent that Gannett Fleming is found liable to the plaintiffs in an amount exceeding Gannett Flemings' pro rata share of the plaintiffs' damages, Gannett Fleming is entitled to contribution from the cross-claim defendants.

COUNT I - INDEMNIFICATION

21. Gannett Fleming repeats and realleges the allegations made in Paragraphs 1 through 11 of its cross-claims as if fully set forth herein.

22. By reason of the foregoing, Gannett Fleming is entitled to indemnification from the cross-claim defendants to the full extent of any recovery awarded the plaintiffs against Gannett Fleming.

COUNT II - CONTRIBUTION

23. Gannett Fleming repeats and realleges the allegations made in Paragraphs 1 through 13 of its cross-claim as if fully set forth herein.

24. By reason of the foregoing, Gannett Fleming is entitled to contribution from the cross-claim defendants to the extent that Gannett Fleming is found liable to the plaintiffs for any amount in excess of Gannett Flemings' pro rata share of any damages award to the plaintiffs.

WHEREFORE, Gannett Fleming respectfully requests, that the Court enter a judgment in its favor dismissing all Counts of the Second Amended Complaint, awarding Gannett Fleming recovery in indemnification and contribution in an amount to be determined, awarding Gannett Fleming its costs and attorney's fees, and granting Gannett Fleming such other relief as the Court deems just and proper.

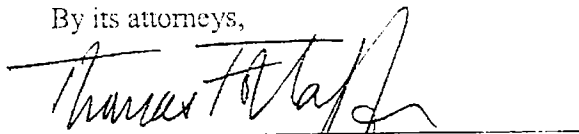
JURY DEMAND

Gannett Fleming requests a trial by jury on all issues so triable.

Respectfully submitted,

GANNETT FLEMING, INC.,

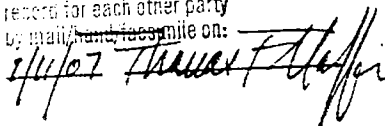
By its attorneys,



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Dated: January 11, 2007

I hereby certify that a true copy
of the above document was
served upon the attorney of
record for each other party
by mail and facsimile on:

1/11/07 

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August 22, 2008

By Hand

Clerk of Court
United States Bankruptcy Court
1101 Thomas P. O'Neill Federal Office Bldg.
10 Causeway Street
Boston, MA 02222-1074

Re: In re: Modern Continental Construction Co., Inc.
Chapter 11 Case No. 08-14558-WCH

Dear Sir or Madam:

Enclosed for filing in the above-referenced matter, please find the Proof of Claim of Gannett Fleming, Inc, and attached exhibits.

Thank you for your attention to this filing.

Very truly yours,

Thomas F. Maffei, P.C.

TFM
Enclosure

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
(Eastern Division)**

_____)	
In re:)	
)	
MODERN CONTINENTAL)	Chapter 11
CONSTRUCTION CO., INC.,)	
)	Case No. 08-14558 (WCH)
Debtor.)	
_____)	

CERTIFICATE OF SERVICE

I, Christian J. Urbano, hereby certify that on July 8, 2009, I caused a copy of the *Debtor's Objection to Proof of Claim No. 108 Filed by Gannett Fleming, Inc.* to be served by this Court's CM/ECF System and/or by first-class mail, postage prepaid on the persons and entities listed on the attached Service List.

Dated: July 8, 2009
534272-v1

/s/ Christian J. Urbano
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Modern Continental Construction Co., Inc.

Case Number: 08-14558 (WCH)

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Doc. #: 504271

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