

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-2024-4526

ANSWER OF DEFENDANT, ARIES SUPPORT SERVICES, INC.

Defendant Aries Support Services, Inc. (hereinafter “Defendant”) hereby responds to Plaintiff’s Complaint as follows:

INTRODUCTION

This Defendant is without sufficient information with which to form a belief as to the truth of plaintiff’s allegations and therefore denies the same.

PARTIES

1. Admitted.
- 2, 3. Plaintiff’s allegations are not directed toward this Defendant and therefore no response is required.

4. Admitted.

5-14. Plaintiff's allegations are not directed toward this Defendant and therefore no response is required.

JURISDICTION AND VENUE

15-17. Plaintiff's Complaint sets forth legal conclusions to which no response is required.

FACTS

A. The Design and Construction of the Washington Bridge

18-20. This Defendant is without sufficient information with which to form a belief as to the truth of plaintiff's allegations and therefore denies the same.

21. Defendant admits that the Washington Bridge is comprised of eighteen spans. Defendant denies the remainder of plaintiff's allegations as comprehensively averred.

22-32. This Defendant is without sufficient information with which to form a belief as to the truth of plaintiff's allegations and therefore denies the same.

B. The Lichtenstein Report

33-39. This Defendant is without sufficient information with which to form a belief as to the truth of plaintiff's allegations and therefore denies the same.

C. The 1996-1998 Rehabilitation of the Washington Bridge

40-41. This Defendant is without sufficient information with which to form a belief as to the truth of plaintiff's allegations and therefore denies the same.

D. The 2011 MBI Inspection

42-45. This Defendant is without sufficient information with which to form a belief as to the truth of plaintiff's allegations and therefore denies the same.

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

56-59. This Defendant is without sufficient information with which to form a belief as to the truth of plaintiff's allegations and therefore denies the same.

60. Defendant admits that it contracted with AECOM to perform specific tasks on the Washington Bridge under AECOM's direction in 2014 and 2015. Defendant denies the remainder of plaintiff's allegations as comprehensively averred.

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

61. This Defendant is without sufficient information with which to form a belief as to the truth of plaintiff's allegations and therefore denies the same.

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

62-65. This Defendant is without sufficient information with which to form a belief as to the truth of plaintiff's allegations and therefore denies the same.

H. The Cardi Corporation Contract

66-67. This Defendant is without sufficient information with which to form a belief as to the truth of plaintiff's allegations and therefore denies the same.

I. Other Inspections

68-75. This Defendant is without sufficient information with which to form a belief as to the truth of plaintiff's allegations and therefore denies the same.

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

76,77. This Defendant is without sufficient information with which to form a belief as to the truth of plaintiff's allegations and therefore denies the same.

K. The Joint Venture Embarks

78-91. This Defendant is without sufficient information with which to form a belief as to the truth of plaintiff's allegations and therefore denies the same.

L. The Emergency Closure of the Washington Bridge

92-95 This Defendant is without sufficient information with which to form a belief as to the truth of plaintiff's allegations and therefore denies the same.

CAUSES OF ACTION

COUNT I

96-99 Count I is not directed toward this Defendant and therefore no response is required.

COUNT II

NEGLIGENCE

AECOM, Steere, Prime and Aries Support Services

100. Defendant incorporates its responses to paragraphs 1 through 95 as if fully set forth herein.

101. Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

102. Denied.

103. This Defendant is without sufficient information with which to form a belief as to the truth of plaintiff's allegations and therefore denies the same.

104. Denied.

105. Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

WHEREFORE, Defendant demands a jury trial on all issues so triable.

COUNTS III THROUGH XVIII

106-182. Counts III through XVIII are not directed toward this Defendant and therefore no response is required.

COUNT XIX

Declaratory Judgment Regarding Non-Contractual Indemnity

All Defendants

183. Defendant incorporates its responses to paragraphs 1 through 95 of plaintiff's Complaint as if fully set forth herein.

184. Denied.

185. Denied.

186. Denied.

WHEREFORE, Defendant demands a jury trial on all issues so triable.

COUNT XX
Declaratory Judgment Regarding Contribution
All Defendants

187. Defendant incorporates its responses to paragraphs 1 through 95 of plaintiff's Complaint as if fully set forth herein.

188. Denied.

189. Denied.

190. Denied.

WHEREFORE, Defendant demands a jury trial on all issues so triable.

FIRST DEFENSE

Defendant denies any negligence as alleged by Plaintiff.

SECOND DEFENSE

Defendant denies any breach of duty legally owed to Plaintiff.

THIRD DEFENSE

Plaintiff's Complaint fails to state a cause of action against this Defendant because it fails to allege facts and legal theories sufficient to establish a prima facie case.

FOURTH DEFENSE

Defendant denies that any act or omission on its part was the proximate cause of any damages to plaintiff.

FIFTH DEFENSE

Plaintiff's damages, if any, were caused by persons or entities for whom this Defendant is not legally responsible.

SIXTH DEFENSE

Defendant affirmatively pleads the defense of waiver.

SEVENTH DEFENSE

Defendant affirmatively pleads the defense of estoppel.

EIGHTH DEFENSE

Plaintiff's damages, if any, resulted from the superseding and/or intervening acts, omissions or other wrongdoing of parties over whom this Defendant had no control and for whose actions this Defendant is not liable.

NINTH DEFENSE

The claims against this Defendant alleged in plaintiff's Complaint are barred because they were not brought within the applicable Statute of Limitations.

TENTH DEFENSE

Plaintiff's claims are barred to the extent that plaintiff failed to mitigate damages.

ELEVENTH DEFENSE

Plaintiff's Complaint is barred to the extent that plaintiff's damages, if any, were caused by Plaintiff's own comparative negligence.

TWELFTH DEFENSE

The claims against this Defendant alleged in plaintiff's Complaint are barred because they were not brought within the applicable Statute of Repose.

THIRTEENTH DEFENSE

Defendant affirmatively pleads the defense of failure to join an indispensable party.

FOURTEENTH DEFENSE

Defendant affirmatively pleads the defense of lack of standing.

FIFTEENTH DEFENSE

Plaintiff's claims are barred, in whole or in part, by the economic loss doctrine.

SIXTEENTH DEFENSE

Defendant affirmatively pleads the defense of insufficiency of service of process.

SEVENTEENTH DEFENSE

Defendant affirmatively pleads the defense of insufficiency of process.

EIGHTEENTH DEFENSE

To the extent that Defendant had any obligations to plaintiff, those obligations have been fully satisfied and properly performed.

NINETEENTH DEFENSE

Defendant affirmatively pleads the defense of unclean hands.

TWENTIETH DEFENSE

Defendant affirmatively pleads the defense of Laches.

TWENTY-FIRST DEFENSE

Additional defenses may be available to Defendant. Defendant reserves the right to amend its Answer to allege such additional defenses when they have been fully ascertained and can be pleaded.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be dismissed; that Judgment enter for Defendant; that costs and attorney's fees be awarded to Defendant; and that such other and further relief be awarded to Defendant as justice requires.

JURY TRIAL DEMAND

Defendant demands a jury trial on all issues so triable.

Defendant,
Aries Support Services, Inc.
By its Attorneys,

/s/ John F. Kelleher

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CERTIFICATION

I hereby certify that on October 31st 2024, the within document was served upon all counsel of record through the Court's electronic filing system.

/s/ Lisa Hennessey