

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

SUPERIOR COURT

STATE OF RHODE ISLAND

VS.

C.A. NO.: PC-2024-04526

AECOM TECHNICAL SERVICES, INC.,  
AETNA BRIDGE COMPANY,  
ARIES SUPPORT SERVICES, INC.,  
BARLETTA HEAVY DIVISION, INC.,  
BARLETTA/AETNA 1-195 WASHINGTON  
BRIDGE NORTH PHASE 2JV,  
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.

**ANSWER OF DEFENDANT TRANSYSTEMS CORPORATION  
TO PLAINTIFF'S COMPLAINT**

Now comes defendant TRANSYSTEMS CORPORATION and responds as follows to the  
numbered paragraphs of plaintiff's complaint:

**FIRST DEFENSE**

**PARTIES**

***A. The Plaintiff***

1. Upon information and belief, admitted.

***B. The Defendants***

2. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

3. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
4. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
5. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
6. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
7. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
8. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
9. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
10. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
11. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
12. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
13. Admitted.
14. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

## **JURISDICTION AND VENUE**

15. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
16. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

## **FACTS**

### ***A. The Design and Construction of the Washington Bridge***

17. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
18. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
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23. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
24. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

of plaintiff's complaint and leaves plaintiff to its proof thereof.

25. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
26. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
27. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
28. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
29. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
30. This defendant neither admits nor denies the allegations contained in this paragraph but leaves plaintiff to its proof thereof.
31. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
32. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

***B. The Lichtenstein Report***

33. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
34. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
35. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph

of plaintiff's complaint and leaves plaintiff to its proof thereof.

36. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
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39. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

***C. The 1996-1998 Rehabilitation of the Washington Bridge***

40. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
41. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

***D. The 2011 MBI Inspection***

42. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
43. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
44. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
45. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

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

46. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
47. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
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56. This defendant is without knowledge or information sufficient to form a

belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

57. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
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60. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

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

61. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

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

62. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
63. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
64. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
65. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

### ***H. The Cardi Corporation Contract***

66. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
67. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

### ***I. Other Inspections of the Washington Bridge***

68. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
69. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
70. Upon information and belief admitted.
71. Upon information and belief admitted.
72. Denied as to this defendant.
73. This defendant admits that it performed the inspections referenced in subpart (a) and (h).
74. Admitted as to this defendant.
75. Denied as to this defendant.

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

76. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
77. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.



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

78. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
79. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
80. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
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86. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
87. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
88. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph

of plaintiff's complaint and leaves plaintiff to its proof thereof.

89. Unknown to this defendant based on the inspection services provided by this defendant to RIDOT.
90. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
91. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

*I. The Emergency Closure of the Washington Bridge*

92. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
93. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
94. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.
95. This defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in this paragraph of plaintiff's complaint and leaves plaintiff to its proof thereof.

**CAUSES OF ACTION**

**COUNT I**  
**Breach of Contract (2014)**  
**AECOM**

This defendant is not required to respond to the allegations contained in paragraphs 96 through 99 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

**COUNT II**  
**Negligence**  
**AECOM, Steere, Prime, and Aries Support Services**

This defendant is not required to respond to the allegations contained in paragraphs 100 through 105 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

**COUNT III**  
**Negligence**  
**Commonwealth Engineers (2019 and 2023 Inspections)**

This defendant is not required to respond to the allegations contained in paragraphs 106 through 110 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

**COUNT IV**  
**Breach of Contract (2019)**  
**AECOM**

This defendant is not required to respond to the allegations contained in paragraphs 111 through 114 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

**COUNT V**  
**Breach of Fiduciary Duty**  
**AECOM**

This defendant is not required to respond to the allegations contained in paragraphs 115 through 121 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

**COUNT VI**  
**Breach of Contract**  
**TranSystems (2016 and 2022 Inspection)**

122. This defendant repeats and realleges its answers set forth in paragraphs 1 through 95 of plaintiff's complaint as more fully set forth herein as its answer to this paragraph.
123. Admitted.
124. Admitted.
125. Denied.

126. Denied.

**COUNT VII**  
**Negligence**  
**TranSystems (2016 and 2022 Inspection)**

127. This defendant repeats and realleges its answers set forth in paragraphs 1 through 95 of plaintiff's complaint as more fully set forth herein as its answer to this paragraph.

128. This defendant neither admits nor denies the allegations contained in this paragraph but leaves plaintiff to its proof thereof.

129. Denied.

130. Denied.

**COUNT VIII**  
**Breach of Contract**  
**Collins (2017 Inspection)**

This defendant is not required to respond to the allegations contained in paragraphs 131 through 135 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

**COUNT IX**  
**Negligence**  
**Collins (2017 Inspection)**

This defendant is not required to respond to the allegations contained in paragraphs 136 through 139 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

**COUNT X**  
**Breach of Contract**  
**AECOM (2017, 2019, 2020, 2023 Inspections)**

This defendant is not required to respond to the allegations contained in paragraphs 140 through 144 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

**COUNT XI**  
**Breach of Contract**  
**MBI (2018 Inspection)**

This defendant is not required to respond to the allegations contained in paragraphs 145 through 149 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

**COUNT XII**  
**Negligence**  
**MBI (2018 Inspection)**

This defendant is not required to respond to the allegations contained in paragraphs 150 through 153 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

**COUNT XII**  
**Breach of Contract**  
**Jacobs Engineering (2021 Inspection)**

This defendant is not required to respond to the allegations contained in paragraphs 154 through 158 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

**COUNT XIV**  
**Negligence**  
**Jacobs Engineering (2021 Inspection)**

This defendant is not required to respond to the allegations contained in paragraphs 159 through 162 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

**COUNT XV**  
**Breach of Contract**  
**The Joint Venture, Barletta, and Aetna (2021 Design-Build Contract)**

This defendant is not required to respond to the allegations contained in paragraphs 163 through 167 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

**COUNT XVI**

**Negligence**

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

This defendant is not required to respond to the allegations contained in paragraphs 168 through 172 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

**COUNT XVII**

**Contractual Indemnity**

**AECOM, Aetna, Barletta, and the Joint Venture**

This defendant is not required to respond to the allegations contained in paragraphs 173 through 178 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

**COUNT XVIII**

**Declaratory Judgment Regarding Contractual Indemnity**

**AECOM, Aetna, Barletta, and the Joint Venture**

This defendant is not required to respond to the allegations contained in paragraphs 179 through 182 as said paragraphs are not directed to this defendant, except that any of the allegations of said paragraphs that may be construed as directed to this defendant, the same are denied.

**COUNT XXV**

**Declaratory Judgment Regarding Non-Contractual Indemnity**

**All Defendants**

183. This defendant repeats and realleges its answers set forth in paragraphs 1 through 195 of plaintiff's complaint as more fully set forth herein as its answer to this paragraph.
184. Denied as to this defendant.
185. Denied as to this defendant.
186. Denied as to this defendant.

**COUNT XX**  
**Declaratory Judgment Regarding Contribution**  
**All Defendants**

183. This defendant repeats and realleges its answers set forth in paragraphs 1 through 95 of plaintiff's complaint as more fully set forth herein as its answer to this paragraph.
184. Denied as to this defendant.
185. Denied as to this defendant.
186. Denied as to this defendant.

**SECOND DEFENSE**

If plaintiff sustained injuries and damages as alleged which is denied, it assumed the risk of injury.

**THIRD DEFENSE**

If plaintiff sustained injuries and damages as alleged which is denied, the same was due to it want of due care under the circumstances.

**FOURTH DEFENSE**

Plaintiff's complaint should be dismissed for failure to state a claim upon which relief can be granted.

**FIFTH DEFENSE**

The acts of the defendant complained of in the complaint were neither the cause in fact nor the legal cause of any injuries or damages suffered by the plaintiff.

**SIXTH DEFENSE**

Any injuries or damages the plaintiff may have sustained are the proximate result of the conduct of a third party for whom this defendant is not legally responsible.

**SEVENTH DEFENSE**

This defendant hereby gives notice that it intends to rely upon any other defense that may become available or appear during or as a result of discovery proceedings in this action, and hereby reserves its right to amend its answer to assert each such defense or defenses.

### **EIGHTH DEFENSE**

The plaintiff's claims are barred by the economic loss doctrine.

### **NINTH DEFENSE**

The plaintiff's claims are barred, in whole or in part, because other parties' conduct constitutes an intervening and/or superseding cause of the plaintiff's alleged damages.

### **TENTH DEFENSE**

The plaintiff's claims are barred, in whole or in part, because the plaintiff failed to mitigate its alleged damages.

### **ELEVENTH DEFENSE**

The plaintiff's claims are barred, in whole or in part, by waiver, laches, estoppel, unclean hands or fraud.

### **TWELFTH DEFENSE**

The plaintiff's claims are barred, in whole or in part, given the failure to preserve evidence.

### **THIRTEENTH DEFENSE**

The plaintiff's claims are barred, in whole or in part, given the spoliation of evidence.

### **FOURTEENTH DEFENSE**

The plaintiff's claims are barred by the applicable statutes of limitations and/or statute of repose.

**WHEREFORE**, this defendant demands that plaintiff's action against it be dismissed and that judgment be entered for said defendant.

### **Jury Trial Demand**

This defendant demands a trial by jury and designates Mark P. Dolan, Esquire, as its trial attorney.



/s/ Mark P. Dolan

Mark P. Dolan, Esquire (#3280)  
RICE DOLAN & KERSHAW  
*Attorneys for Defendant*  
*TranSystems Corporation*  
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### **CERTIFICATE OF SERVICE**

I hereby certify that on October 31, 2024, I *filed and served* this document through the electronic filing system to the following parties:

**Attorneys for Plaintiff State of Rhode Island:**

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