

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 MICHAEL BAKER INTERNATIONAL, INC.’S
ANSWER TO PLAINTIFF’S COMPLAINT**

Defendant Michael Baker International, Inc. (“MBI”) hereby responds to Plaintiff State of Rhode Island (the “State of Rhode Island” or “Plaintiff”)’s Complaint as follows:

INTRODUCTION

The “Introduction” to the Complaint contains a multi-paragraph, unnumbered narrative. To the extent an answer is deemed to be required to this “Introduction,” MBI denies the allegations contained therein consistent with its answers to the numbered paragraphs below.

PARTIES

A. The Plaintiff

1. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

B. The Defendants

2. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

3. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

4. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

5. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

6. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

7. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

8. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

9. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

10. Admitted that MBI is a Pennsylvania corporation registered to do business in Rhode Island. The remaining allegations of this paragraph are denied.

11. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

12. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

13. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

14. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

JURISDICTION AND VENUE

15. This paragraph contains a legal conclusion and therefore does not require a response.

16. With respect to MBI, this paragraph contains a legal conclusion and therefore does not require a response. To the extent this paragraph refers to other parties, and to the extent a response is required from MBI, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph concerning other parties and leaves Plaintiff to its proof thereof.

17. This paragraph contains a legal conclusion and therefore does not require a response.

FACTS

A. The Design and Construction of the Washington Bridge

18. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

19. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

20. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

21. Admitted only that the Washington Bridge's primary structure contained eighteen (18) spans which includes post-tensioned cantilever beams. Otherwise, including but not limited to this paragraph characterizing the structure as "complex" and referring to structural "types," MBI is without sufficient knowledge or information to either admit or deny the remaining allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

22. Admitted only that the Washington Bridge contained both unbalanced and balanced cantilevers. Otherwise, including but not limited to this paragraph characterizing the configuration of the beams as "unusual" and "unique," MBI is without sufficient knowledge or information to either admit or deny the remaining allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

23. Admitted only that the Washington Bridge contained a balanced cantilever configuration. Otherwise MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

24. Admitted only that the Washington Bridge contained an unbalanced cantilever configuration. Otherwise MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

25. Admitted only that the Washington Bridge's unbalanced cantilever beams were secured by tie-down rods. Otherwise MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

26. Admitted only that the Washington Bridge contained certain concrete beams with post-tensioned cables. Otherwise, including but not limited to this paragraph characterizing certain parts of the Original Design as “critical,” MBI is without sufficient knowledge or information to either admit or deny the remaining allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

27. Admitted only that the Washington Bridge contained post-tensioned concrete beams. Otherwise, this paragraph lacks context and specific details, and therefore, MBI is without sufficient knowledge or information to either admit or deny the remaining allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

28. Admitted only that the Washington Bridge contained grout inserted around the post-tensioned cables. Otherwise, this paragraph lacks context and specific details, and therefore, MBI is without sufficient knowledge or information to either admit or deny the remaining allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

29. This paragraph lacks context and specific details, and therefore, MBI is without sufficient knowledge or information to either admit or deny the remaining allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

30. Admitted only that the Washington Bridge contained tie-down rods and post-tensioned cantilever beams. Otherwise, including but not limited to this paragraph characterizing certain parts of the Washington Bridge as “critical” to “stability” and “safety” MBI is without sufficient knowledge or information to either admit or deny the remaining allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

31. This paragraph concerns allegations about another part, for which no response is required. Furthermore, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

32. This paragraph concerns allegations about another part, for which no response is required. Furthermore, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

B. The Lichtenstein Report

33. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof. Furthermore, to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself and this paragraph is otherwise denied.

34. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof. Furthermore, to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself and this paragraph is otherwise denied.

35. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof. Furthermore, to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself and this paragraph is otherwise denied.

36. To the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself and this paragraph is otherwise denied.

37. To the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself and this paragraph is otherwise denied.

38. To the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself and this paragraph is otherwise denied.

39. To the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself and this paragraph is otherwise denied.

C. The 1996-1998 Rehabilitation of the Washington Bridge

40. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

41. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

D. The 2011 MBI Inspection

42. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

43. MBI admits it conducted a Routine Inspection (as defined in NBIS regulations) of the Washington Bridge on or about August 3, 2011 and provided an inspection report to RIDOT in accordance with its obligations under the MPA #359 agreement (dated August 26, 2009).

Otherwise, to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself and this paragraph is otherwise denied.

44. To the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself and this paragraph is otherwise denied.

45. To the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself and this paragraph is otherwise denied. Furthermore, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph, in particular what RIDOT concluded from the inspection report that MBI provided to RIDOT, and therefore 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. To the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself and this paragraph is otherwise denied.

47. To the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself and this paragraph is otherwise denied.

48. To the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself and this paragraph is otherwise denied.

49. To the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself and this paragraph is otherwise denied.

50. To the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself and this paragraph is otherwise denied.

51. To the extent that this paragraph and its subparagraphs purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself and this paragraph is otherwise denied.

52. To the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself and this paragraph is otherwise denied.

53. To the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself and this paragraph is otherwise denied.

54. To the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself and this paragraph is otherwise denied.

55. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof. And furthermore, to the extent that this paragraph and its subparagraphs purports to summarize or

characterize the contents or the obligations of a document, MBI refers to the document itself and this paragraph is otherwise denied.

56. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

57. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

58. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

59. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

60. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

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

61. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

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

62. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

63. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

64. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

65. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

H. The Cardi Corporation Contract

66. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

67. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

I. Other Inspections of the Washington Bridge

68. To the extent this paragraph concerns MBI, admitted that MBI performed a Special Inspection (as that is defined in NBIS regulations) of certain areas of the Washington

Bridge in or about July 24, 2018 and provided an inspection report to RIDOT in accordance with its obligations under the MPA #359 agreement (dated June 18, 2014) with the State with effective dates July 1, 2014 to June 30, 2017, which was amended on (or around) annually through 2020. Otherwise, to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself and the paragraph is otherwise denied. To the extent the allegations concern another party, no response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

69. To the extent this paragraph concerns MBI, denied. Otherwise to the extent this concerns other parties, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

70. To the extent this paragraph concerns MBI and is intended to refer to MBI's Routine Inspections under the MPA #359 agreement (dated June 18, 2014) with the State with effective dates July 1, 2014 to June 30, 2017, which was amended on (or around) annually through 2020, and to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself. Otherwise, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

71. To the extent this paragraph concerns MBI, MBI admits that it performed a Special Inspection (as that is defined in NBIS regulations) of certain areas of the Washington Bridge in or about July 24, 2018 and provided an inspection report to the State in accordance with its obligations under the MPA #359 agreement (dated June 18, 2014) with the State with

effective dates July1, 2014 to June 30, 2017, which was amended on (or around) annually through 2020. Otherwise MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof. To the extent the allegations concern another party, no response is necessary.

72. To the extent this paragraph concerns MBI, MBI admits it performed a Special Inspection (as that is defined in NBIS regulations) of certain areas of the Washington Bridge in or about July 24, 2018 and provided an inspection report to RIDOT in accordance with its obligations under the MPA #359 agreement (dated June 18, 2014) with the State with effective dates July1, 2014 to June 30, 2017, which was amended on (or around) annually through 2020. Otherwise, to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself and the paragraph is otherwise denied. To the extent the allegations concern another party, no response is necessary.

73. Answering the allegations in subsection (d) of this paragraph only: To the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself. Otherwise denied. Furthermore no response is necessary as to allegations concerning other parties. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph concerning other parties and leaves Plaintiff to its proof thereof.

74. To the extent this paragraph refers to MBI, then to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself. Otherwise denied. Furthermore no response is necessary as to allegations concerning other parties. To the extent a response is required, MBI is without sufficient

knowledge or information to either admit or deny the allegations contained in this paragraph concerning other parties and leaves Plaintiff to its proof thereof.

75. Denied as to MBI only. No response is necessary as to allegations concerning other parties. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph concerning other parties and leaves Plaintiff to its proof thereof.

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

76. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof. Furthermore, to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself. Otherwise denied.

77. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof. Furthermore, to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself. Otherwise denied.

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

78. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof. Furthermore, to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself. Otherwise denied.

79. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof. Furthermore, to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself. Otherwise denied.

80. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof. Furthermore, to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself. Otherwise denied.

81. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof. Furthermore, to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself. Otherwise denied.

82. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof. Furthermore, to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself. Otherwise denied.

83. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof. Furthermore, to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself. Otherwise denied.

84. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof. Furthermore, to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself. Otherwise denied.

85. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof. Furthermore, to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself. Otherwise denied.

86. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof. Furthermore, to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself. Otherwise denied.

87. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof. Furthermore, to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself. Otherwise denied.

88. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof. Furthermore,

to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself. Otherwise denied.

89. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof. Furthermore, to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself. Otherwise denied.

90. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

91. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

L. The Emergency Closure of the Washington Bridge

92. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

93. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

94. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

95. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

CAUSES OF ACTION

COUNT I

Breach of Contract (2014)

AECOM

96. MBI re-alleges its answers to paragraphs 1 through 95 of the Complaint as if fully set forth herein.

97. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

98. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

99. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

COUNT II

Negligence

AECOM, Steere, Prime, and Aries Support Services

100. MBI re-alleges its answers to paragraphs 1 through 100 of the Complaint as if fully set forth herein.

101. The allegations concern other parties. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

102. The allegations concern other parties. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

103. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

104. The allegations concern other parties. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

105. The allegations concern other parties. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

COUNT III
Negligence
Commonwealth Engineers (2019 and 2023 Inspections)

106. MBI re-alleges its answers to paragraphs 1 through 106 of the Complaint as if fully set forth herein.

107. The allegations concern other parties. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

108. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

109. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

110. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

COUNT IV
Breach of Contract (2019)
AECOM

111. MBI re-alleges its answers to paragraphs 1 through 110 of the Complaint as if fully set forth herein.

112. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

113. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

114. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

COUNT V
Breach of Fiduciary Duty
AECOM

115. MBI re-alleges its answers to paragraphs 1 through 114 of the Complaint as if fully set forth herein.

116. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

117. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

118. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

119. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

120. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

121. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

COUNT VI
Breach of Contract
TranSystems (2016 and 2022 Inspections)

122. MBI re-alleges its answers to paragraphs 1 through 121 of the Complaint as if fully set forth herein.

123. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

124. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

125. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

126. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

COUNT VII
Negligence
TranSystems (2016 and 2022 Inspections)

127. MBI re-alleges its answers to paragraphs 1 through 126 of the Complaint as if fully set forth herein.

128. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

129. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

130. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

COUNT VIII
Breach of Contract
Collins (2017 Inspection)

131. MBI re-alleges its answers to paragraphs 1 through 131 of the Complaint as if fully set forth herein.

132. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

133. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

134. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

135. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

COUNT IX
Negligence
Collins (2017 Inspection)

136. MBI re-alleges its answers to paragraphs 1 through 135 of the Complaint as if fully set forth herein.

137. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

138. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

139. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

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

140. MBI re-alleges its answers to paragraphs 1 through 139 of the Complaint as if fully set forth herein.

141. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

142. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

143. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

144. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

COUNT XI
Breach of Contract
MBI (2018 Inspection)

145. MBI re-alleges its answers to paragraphs 1 through 144 of the Complaint as if fully set forth herein.

146. Admitted that MBI entered into an MPA #359 agreement (dated June 14, 2018) with the State with effective dates July 1, 2014 to June 30, 2017, which was amended on (or around) annually through 2020. Otherwise, to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself. Otherwise this paragraph is denied.

147. Admitted that MBI conducted a Special inspection (as defined under NBIS regulations) of certain areas of the Washington Bridge on or about July 24, 2018 in accordance with its obligations under the MPA #359 agreement with the State with effective dates July 1, 2014 to June 30, 2017 which was amended on (or around) annually through 2020. Otherwise, to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself. Otherwise this paragraph is denied.

148. Denied.

149. Denied.

COUNT XII
Negligence
MBI (2018 Inspection)

150. MBI re-alleges its answers to paragraphs 1 through 149 of the Complaint as if fully set forth herein.

151. Admitted that MBI conducted a Special Inspection (as defined under NBIS regulations) of certain areas of the Washington Bridge on or about July 24, 2018 in accordance with its obligations under the MPA #359 agreement with the State with effective dates July 1, 2014 to June 30, 2017 which was amended on (or around) annually through 2020. Otherwise, to the extent that this paragraph purports to summarize or characterize the contents or the obligations of a document, MBI refers to the document itself. Otherwise denied.

152. Denied.

153. Denied.

COUNT XIII
Breach of Contract
Jacobs Engineering (2021 Inspection)

154. MBI re-alleges its answers to paragraphs 1 through 155 of the Complaint as if fully set forth herein.

155. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

156. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

157. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

158. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

COUNT XIV
Negligence
Jacobs Engineering (2021 Inspection)

159. MBI re-alleges its answers to paragraphs 1 through 158 of the Complaint as if fully set forth herein.

160. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

161. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

162. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

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

163. MBI re-alleges its answers to paragraphs 1 through 162 of the Complaint as if fully set forth herein.

164. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

165. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

166. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

167. The allegations concern other parties. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

COUNT XVI

Negligence

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

168. MBI re-alleges its answers to paragraphs 1 through 167 of the Complaint as if fully set forth herein.

169. The allegations concern other parties. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

170. The allegations concern other parties. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

171. The allegations concern other parties. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

172. The allegations concern other parties. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

COUNT XVII
Contractual Indemnity
AECOM, Aetna, Barletta, and the Joint Venture

173. MBI re-alleges its answers to paragraphs 1 through 172 of the Complaint as if fully set forth herein.

174. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

175. The allegations concern another party. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

176. The allegations concern other parties. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

177. The allegations concern other parties. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

178. The allegations concern other parties. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

COUNT XVIII
Declaratory Judgment Regarding Contractual Indemnity
AECOM, Aetna, Barletta, and the Joint Venture

179. MBI re-alleges its answers to paragraphs 1 to 178 of the Complaint as if fully set forth herein.

180. The allegations concern other parties. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

181. MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

182. The allegations concern other parties. No response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

COUNT XIX
Declaratory Judgment Regarding Non-Contractual Indemnity
All MBIs

183. MBI re-alleges its answers to paragraphs 1 through 182 of the Complaint as if fully set forth herein.

184. Denied as to MBI only. As to the allegations concerning other parties, no response is necessary. And to the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

185. Denied as to MBI only. As to the allegations concerning other parties, no response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

186. Denied as to MBI only. To the extent the allegations concerning other parties, no response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

COUNT XX
Declaratory Judgment Regarding Contribution
All Defendants

187. MBI re-alleges its answers to paragraphs 1 through 186 of the Complaint as if fully set forth herein.

188. Denied as to MBI only. As to the allegations concerning other parties, no response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

189. Denied as to MBI only. As to the allegations concerning other parties, no response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

190. Denied as to MBI only. To the extent the allegations concerning other parties, no response is necessary. To the extent a response is required, MBI is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph and leaves Plaintiff to its proof thereof.

AFFIRMATIVE DEFENSES

1. Plaintiff's Complaint fails to state a claim against MBI for which relief can be granted.
2. Plaintiff's claims are barred because the damages complained of are the result of actions or omissions of State of Rhode Island or others over whom MBI had no direction, responsibility, or control.
3. Plaintiff's claims are barred for the failure to mitigate its damages.
4. Plaintiff's claims are barred as they are not ripe.
5. Plaintiff's claims are barred by the economic loss doctrine.
6. Plaintiff's claims are barred by assumption of risk.
7. Plaintiff's claims are barred by waiver.
8. Plaintiff's claims are barred by the doctrine of unclean hands.
9. Plaintiff's claims are barred by its own material breach of contract.
10. Plaintiff's claims are barred by estoppel.
11. Plaintiff's claims are barred by the doctrine of laches.
12. Plaintiff's claims are barred by the applicable statutes of limitations and repose.
13. Plaintiff's claims are barred due to the failure to name indispensable parties.
14. Defendant MBI reserves its right to rely upon any other defenses as they may become available or apparent during discovery and the course of this proceeding and reserves its right to amend this Answer and Affirmative Defenses.

PRAYER FOR RELIEF

WHEREFORE, MBI demands that judgment enter in its favor and against all claims in State of Rhode Island's Complaint, and that MBI be awarded its attorneys' fees and costs, and all other relief as this Court deems proper.

Date: October 31, 2024

DEFENDANT MICHAEL BAKER
INTERNATIONAL, INC.

By its attorneys,
/s/ Katharine E. Kohm
Christopher C. Whitney (# 3261)
Katharine E. Kohm (# 8194)
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CERTIFICATE OF SERVICE

I hereby certify that on October 31, 2024, I electronically filed and served the within document via the Rhode Island Judiciary's Electronic Filing System with notice to all parties in the System. The document is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Katharine E. Kohm
Katharine E. Kohm