

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

JURY TRIAL DEMANDED

AMENDED COMPLAINT

April 14, 2025

TABLE OF CONTENTS

INTRODUCTION	4
PARTIES	5
A. The Plaintiff	5
B. The Defendants	5
JURISDICTION AND VENUE	8
FACTS	8
A. The Design and Construction of the Washington Bridge	8
B. The Lichtenstein Report.....	10
C. The 1996-1998 Rehabilitation of the Washington Bridge	11
D. The 2011 MBI Inspection	11
E. The State Engages AECOM for the Complete Design of the Rehabilitation of the Washington Bridge: A Design-Bid-Build Project	12
F. AECOM Inspects the Washington Bridge and Transmits Its Technical Evaluation Report and Its Inspection Report	15
G. RIDOT Receives and Relies on AECOM's Final Construction Plans.....	15
H. The Cardi Corporation Contract	16
I. Other Inspections of the Washington Bridge	16
J. A Second Attempt at Rehabilitation of the Washington Bridge: A Design-Build Rehabilitation Project	18
K. The Joint Venture Embarks on the Design-Build of the Washington Bridge.....	19
L. The Emergency Closure of the Washington Bridge	21
M. Physical Wear and Tear Damage to Eastbound Washington Bridge	21
CAUSES OF ACTION	23
COUNT I	23
Breach of Contract (2014)	23
AECOM.....	23
COUNT II.....	24
Negligence	24
AECOM, Steere, Prime, and Aries Support Services	24
COUNT III.....	27
Negligence	27
Commonwealth Engineers (2019 and 2023 Inspections)	27
COUNT IV	29
Breach of Contract (2019)	29
AECOM.....	29

COUNT V	30
Breach of Fiduciary Duty	30
AECOM	30
COUNT VI	31
Breach of Contract	31
TranSystems (2016 and 2022 Inspections)	31
COUNT VII	32
Negligence	32
TranSystems (2016 and 2022 Inspections)	32
COUNT VIII	33
Breach of Contract	33
Collins (2017 Inspection)	33
COUNT IX	34
Negligence	34
Collins (2017 Inspection)	34
COUNT X	35
Breach of Contract	35
AECOM (2017, 2019, 2020, 2023 Inspections)	35
COUNT XI	36
Breach of Contract	36
MBI (2018 Inspection)	36
COUNT XII	37
Negligence	37
MBI (2018 Inspection)	37
COUNT XIII	38
Breach of Contract	38
Jacobs Engineering (2021 Inspection)	38
COUNT XIV	39
Negligence	39
Jacobs Engineering (2021 Inspection)	39
COUNT XV	41
Breach of Contract	41
The Joint Venture, Barletta, and Aetna (2021 Design-Build Contract)	41
COUNT XVI	42
Negligence	42

The Joint Venture, Barletta, Aetna, VHB, and Commonwealth Engineers.....	42
COUNT XVII	45
Contractual Indemnity	45
AECOM, Aetna, Barletta, and the Joint Venture.....	45
COUNT XVIII.....	46
Declaratory Judgment Regarding Contractual Indemnity	46
AECOM, Aetna, Barletta, and the Joint Venture.....	46
COUNT XIX.....	47
Declaratory Judgment Regarding Non-Contractual Indemnity	47
All Defendants	47
COUNT XX.....	48
Declaratory Judgment Regarding Contribution	48
All Defendants	48
COUNT XXI.....	49
Negligent Misrepresentation.....	49
AECOM.....	49
COUNT XXII	50
Negligent Misrepresentation.....	50
The Joint Venture, Barletta, and Aetna.....	50

INTRODUCTION

Since the emergency closure of the I-195 westbound Washington Bridge, formally known as the Washington Bridge North No. 700 (the “Washington Bridge”) on December 11, 2023, the State of Rhode Island has suffered millions of dollars in damages. The State determined since that closure that the Washington Bridge is beyond repair and will need to be replaced.

The Washington Bridge as it now exists was originally opened to traffic in 1968. The Washington Bridge has an unusual design. The Defendants below all knew or should have known of the engineering features of the bridge, and therefore should have taken these characteristics into account as part of their collective obligations to the State.

The Washington Bridge has served for decades as a vital transportation artery and economic engine for the State of Rhode Island, its residents and interstate travelers. On December 11, 2023, the State of Rhode Island, acting through the Rhode Island Department of Transportation (RIDOT), issued an Emergency Declaration closing the bridge to protect public safety and prevent catastrophic injuries to persons and property.

The emergency closure of the Washington Bridge came as a result of a startling discovery: a number of steel tie-down rods—critical to the stability of the bridge—had fractured.

Subsequent investigation revealed even more serious problems, including extensive deterioration in the post-tensioning system in cantilever beams used throughout the bridge.

The severe and pervasive nature of these problems has rendered the Washington Bridge unsalvageable. It now must be demolished, redesigned, and rebuilt in its entirety at the cost of hundreds of millions of dollars.

The State of Rhode Island brings this Amended Complaint (“Complaint”) to hold those liable for physical damages to its property and for economic losses it has and will in the future suffer.

PARTIES

A. The Plaintiff

1. The Plaintiff is the State of Rhode Island (the “State” or “State of Rhode Island”) which includes its Department of Transportation (“RIDOT”), an executive department established pursuant to R.I. Gen. Laws § 42-13-1. From time to time this Complaint may refer to the “State,” “State of Rhode Island,” or “RIDOT” as the context may suggest.

B. The Defendants

2. Defendant AECOM Technical Services, Inc. (“AECOM”) is a corporation organized and existing under the laws of the State of California, with its principal place of business located therein. AECOM is registered to do and does business in the State of Rhode Island. Further, the claims in this Complaint against AECOM arise out of its doing business in and with the State of Rhode Island, including its voluntary responses to solicitations from the State of Rhode Island.

3. Defendant Aetna Bridge Company (“Aetna”) is a corporation organized and existing under the laws of the State of Rhode Island, with its principal place of business in Warwick, Rhode Island.

4. Defendant Aries Support Services Inc. (“Aries Support Services”) is a corporation organized and existing under the laws of the State of Rhode Island, with its principal place of business in Tiverton, Rhode Island.

5. Defendant Barletta Heavy Division, Inc. (“Barletta”) is a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with its principal place of business located therein. Barletta is registered to do and does business in the State of Rhode Island. Further, the claims in this Complaint against Barletta are based on its doing business in and with the State of Rhode Island.

6. Defendant Barletta/Aetna I-195 Washington Bridge North Phase 2 JV (the “Joint Venture”) is a joint venture between Barletta and Aetna, pursuant to that certain Joint Venture Agreement dated June 23, 2020. The jurisdiction over the Joint Venture is based on its doing business in and with the State of Rhode Island and on the Court’s jurisdiction over each of the joint venturers.

7. Defendant Collins Engineers, Inc. (“Collins”) is a corporation organized and existing under the laws of the State of Illinois, with its principal place of business located therein. Collins is registered to do and does business in the State of Rhode Island. Further, the claims in this Complaint against Collins are based on its doing business in and with the State of Rhode Island.

8. Defendant Commonwealth Engineers & Consultants, Inc. (“Commonwealth Engineers”) is a corporation organized and existing under the laws of the State of Rhode Island, with its principal place of business located in Providence, Rhode Island.

9. Defendant Jacobs Engineering Group, Inc. (“Jacobs Engineering”) is a corporation organized and existing under the laws of the State of Texas, with its principal place of business located therein. Jacobs Engineering is registered to do and does business in the State of Rhode Island. Further, the claims in this Complaint against Jacobs Engineering are based on its doing business in and with the State of Rhode Island.

10. Defendant Michael Baker International, Inc., f/k/a Michael Baker, Jr., Inc. (“MBI”) is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business located therein. MBI is registered to do and does business in the State of Rhode Island. Further, the claims in this Complaint against MBI are based on its doing business in and with the State of Rhode Island.

11. Defendant PRIME AE Group, Inc. (“Prime”) is a corporation organized and existing under the laws of the State of Maryland, with its principal place of business located therein. Prime is registered to do and does business in the State of Rhode Island. Further, the claims in this Complaint against Prime are based on its doing business in and with the State of Rhode Island.

12. Defendant Steere Engineering, Inc. (“Steere”) is a corporation organized and existing under the laws of the State of Rhode Island, with its principal place of business located in Warwick, Rhode Island.

13. Defendant TranSystems Corporation (“TranSystems”) is a corporation organized and existing under the laws of the State of Missouri, with its principal place of business located therein. TranSystems is registered to do and does business in the State of Rhode Island. Further, the claims in this Complaint against TranSystems are based on its doing business in and with the State of Rhode Island.

14. Defendant Vanasse Hangen Brustlin, Inc. (“VHB”) is a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with its principal place of business located therein. VHB is registered to do and does business in the State of Rhode Island. Further, the claims in this Complaint against VHB are based on its doing business in and with the State of Rhode Island.

JURISDICTION AND VENUE

15. This Court has jurisdiction over the subject matter of this lawsuit, pursuant to R.I. Gen. Laws §§ 8-2-13 and 8-2-14. In addition, this Court has jurisdiction over the State's requests for declaratory relief pursuant to R.I. Gen. Laws § 9-30-1.

16. This Court has jurisdiction over all the Defendants because all have sufficient minimum contacts with the State of Rhode Island. They are either (a) organized and existing under the laws of the State of Rhode Island; or (b) registered to do business in the State of Rhode Island and in fact have done business in the State of Rhode Island; and further because (c) the Defendants' conduct in the events and circumstances giving rise to this lawsuit occurred in the State of Rhode Island.

17. Venue is appropriate in this Court, pursuant to R.I. Gen. Laws §§ 9-4-2 and 9-4-4.

FACTS

A. The Design and Construction of the Washington Bridge

18. In the late 1960s, the State hired Charles A. Maguire & Associates ("Maguire and Associates") to design the Washington Bridge.

19. Maguire and Associates completed their design plans (the "Original Design") in January of 1967 and the bridge was opened to traffic in 1968.

20. The Washington Bridge has an extremely unusual design and may be the only bridge of its kind in the United States, if not the world.

21. The complex structure is composed of eighteen spans of various structural types, including post-tensioned cantilever beams.

22. The post-tensioned cantilever beams have two general configurations within the bridge, a balanced cantilever configuration and an unbalanced cantilever configuration—the use of both configurations being one of the bridge’s most unusual, if not unique, features.

23. In the balanced cantilever configuration, stability of the cantilever beam is established by the weight of adjacent drop-in prestressed girder spans and vertical rods anchoring the cantilever beam to the supporting pier.

24. In the unbalanced cantilever beam configuration, a drop-in prestressed girder span is only located on one end of the cantilever. The stability of the unbalanced cantilever is maintained by tie-down rods located on the opposite end of the beam from the drop-in span.

25. Each unbalanced cantilever beam utilizes tie-down rods to secure each beam. Only the exterior facing tie-down rods on the exterior beams are accessible for visual inspection.

26. In addition to using tie-down rods, the Original Design also incorporated another critical feature: the use of post-tensioned cables in concrete beams used throughout the bridge.

27. The post-tensioned cables were used to construct post-tensioned concrete beams, which, when working properly, provided stability to the bridge and prevented the beams from cracking when carrying live traffic loads.

28. The assembly of the post-tensioned concrete beams included the insertion of grout to protect steel cables within the concrete. The grout is essential to maintaining the integrity of these post-tensioned concrete beams.

29. Voids in the grout are, without more, cause for serious concern. But when coupled with severe corrosion of the cables themselves, they can severely compromise the integrity of the prestressed, post-tensioned concrete beams.

30. Together, the tie-down rods and the post-tensioned cantilever beams are critical to the stability—and safety—of the Washington Bridge.

31. Ultimately, after receiving the Original Design, the State hired Aetna to construct the Washington Bridge.

32. After Aetna completed its work, the Washington Bridge opened to traffic in 1968.

B. The Lichtenstein Report

33. Over the years, the Washington Bridge has been inspected a number of times. The first such inspection relevant to this case began in the early 1990s, when the State commissioned A.G. Lichtenstein & Associates, Inc. (“Lichtenstein & Associates”) to complete an inspection of the Washington Bridge.

34. In January of 1992, Lichtenstein & Associates delivered its inspection report (the “Lichtenstein Report”) to RIDOT.

35. The Lichtenstein Report disclosed several important concerns with the Washington Bridge.

36. Among other problems, the Lichtenstein Report noted deterioration at the ends of the concrete drop-in beams and that “[t]he grout in the stressing pocket and the precast shoulders of the cantilever beams are all showing signs of distress.”

37. The Lichtenstein Report also expressed concern about corrosion from moisture and salt exposure in the post-tensioning cables in the post-tensioned cantilever beams. The Lichtenstein Report further commented that shadows seen on radiography suggested the presence of voids in the grout encasing and protecting the post-tensioned cables.

38. The Lichtenstein Report expressed an additional concern with the state of the post-tensioned cantilever beams: “[t]he secondary area of concern in the post-tensioned beams is in the beam webs where cracks through have been found that follow the tendon profile.”

39. Ultimately, Lichtenstein & Associates’ “[c]alculations indicate[d] that the diagonal cracks, which follow the tendon profile in all likelihood were formed during initial tensioning of the tendons.” They predicted that it was “unlikely” that the cracks in the post-tensioned cantilever beams would “continue to grow.” As future inspections later revealed, however, that prediction was wrong.

C. The 1996-1998 Rehabilitation of the Washington Bridge

40. In connection with a major rehabilitation project which began in 1996 and was completed in 1998, significant deterioration was discovered in the supports of the cantilever drop-in beam connections, as well as voids in the grout encasing and protecting the cables in the post-tensioned cantilever beams.

41. In an effort to address the issues, retrofit grouting was performed.

D. The 2011 MBI Inspection

42. After the major rehabilitation project was completed in 1998, the Washington Bridge continued to be inspected at regular intervals.

43. MBI conducted a routine inspection of the Washington Bridge on August 3, 2011, and transmitted its findings to RIDOT in a report.

44. Among other reported conditions, MBI found that “[t]he superstructure [was] in poor condition.”

45. MBI's findings led RIDOT to conclude that the Washington Bridge—which had undergone its last major rehabilitation in 1998—was again in need of major repair.

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

46. On March 21, 2013, RIDOT issued a Request for Proposals (“RFP”) entitled “Complete Design Services for the Rehabilitation of the Washington Bridge North No. 700 – Mainline, Approach and Ramp Bridges Providence and East Providence, Rhode Island.” By the RFP the State sought to obtain a consultant to provide “structural engineering consultant services to include preliminary engineering, final design and construction services for the rehabilitation of the Washington Bridge #700 as defined per tasks and details defined herein.”

47. The RFP recounted, *inter alia*, that based on the most recent inspection of the Washington Bridge—*i.e.*, the report of MBI's August 3, 2011 inspection—“substantial concrete deterioration [had been] found[.]”

48. The concept for this RFP was to initiate a “Design-Bid-Build” project, meaning that the State of Rhode Island sought to hire a consultant to create design and construction documents, which would then be utilized to solicit bids from contractors for the project. Ultimately the contractor selected would build the project pursuant to the documents created by the consultant. (In contrast, a “Design-Build” project involves only a single design-builder which both creates the design documents and builds the project.)

49. The work contemplated by the RFP was proposed to be conducted in three phases.

50. Phase 1 of the project—referred to as “Study & Development”—was intended “to develop and recommend the scope of the necessary bridge rehabilitation.” As the RFP required, “[t]he Consultant will initiate Phase 1 by performing a bridge inspection and developing a bridge

inspection/evaluation report, which will include the preparation of a preliminary cost estimate that will be used to help program final design and construction of the bridge rehabilitation.”

51. Phase 1 also included several requirements for the expected bridge work:

a. “The suitability of the existing elements shall be evaluated. The bridge inspection/evaluation report shall provide a preliminary cost estimate of the anticipated rehabilitation work to aid the Department in the programming of final design and construction of the bridge rehabilitation.”

b. “The consultant shall make recommendations based on his field observations and test results as to the type of repairs necessary *to completely rehabilitate the existing structure.*” (Emphasis added).

52. The bridge work in Phase 1 of the RFP also called for a number of tasks, which included the following: “Review Existing NBIS [National Bridge Inspection Standards] Inspection Report and Data - *The Consultant will review available NBIS inspection reports in preparation for their own inspection and utilize the information, as appropriate, in the development of repair details.*” (Emphasis added).

53. The RFP then turned to Phase 2, which generally called for a consultant’s work in preparing documents for, and providing advice and guidance to, RIDOT to advance the rehabilitation project out to bid.

54. The final phase—Phase 3—involved providing construction support, attending meetings, reviewing contractor shop drawings and Requests for Information, monitoring construction activities, and advising and guiding RIDOT in connection with advancing the project to completion.

55. AECOM's Letter of Interest/Technical Proposal contained an introduction, in which AECOM touted:

a. That AECOM was, at that time, "the number 1 ranked pure design firm by Engineering News-Record" and was "also ranked number 1 in Transportation";

b. That AECOM's services covered "the gambit [*sic, recte* gamut] of transportation engineering[,] including structural, traffic, railroad, environmental, planning, utilities and drainage, architecture and geotechnical engineering"; and

c. That AECOM had "seen firsthand the effect of deterioration on important structures."

56. AECOM provided a background section summarizing the repairs to the Washington Bridge, which specifically referenced the repairs that took place during the 1996-1998 rehabilitation project.

57. AECOM's Letter of Interest/Technical Proposal includes a background section on the Washington Bridge that explains the design of the bridge, previous repairs to the bridge, and previous inspections. As a result, AECOM knew or should have known of the bridge's unusual, perhaps unique, design.

58. On July 18, 2013, AECOM was selected to complete the Complete Design Services for the Rehabilitation of the Washington Bridge.

59. On January 29, 2014, AECOM and the State entered into a contract for complete design services for the rehabilitation of the Washington Bridge (Contract Number 2014-EB-003) (hereinafter, the "2014 AECOM Contract").

60. AECOM's subconsultants on the project were (a) Steere; (b) Prime; and (c) Aries Support Services, who AECOM represented possessed "the experience, knowledge, and character to qualify them for the particular duties they perform."

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

61. On or about January 21, 2015, AECOM provided RIDOT with (a) its Final Technical Evaluation, entitled "RI Contract No. 2014-EB-003, Final Technical Evaluation Report, Washington Bridge North No. 700, Providence and East Providence, Rhode Island" (the "Final Technical Evaluation"); and (b) a report entitled "Washington Bridge No. 700 Bridge Inspection Results" (the "Final Inspection Report"). These reports failed to adequately recognize or address critical elements of the bridge's structural safety and integrity.

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

62. Over the next year and a half, AECOM proceeded with its development and design of final construction plans for the complete rehabilitation of the Washington Bridge.

63. On September 23, 2016, AECOM transmitted to RIDOT its final construction plans and specifications (the "2016 Construction Plans") for the rehabilitation of the Washington Bridge.

64. The 2016 Construction Plans were a direct result of the design and other work performed by AECOM and its subconsultants, Steere, Prime, and Aries Support Services.

65. The 2016 Construction Plans failed to identify, analyze, or recommend improvements "necessary to completely rehabilitate the existing structure" as required by the 2014 AECOM Contract.

H. The Cardi Corporation Contract

66. Ultimately, on January 30, 2017, the State and Cardi Corporation (a Rhode Island corporation) entered into a contract agreement to perform the construction portion of the 2016 Rehabilitation Project based on the design and plans of AECOM and its subconsultants.

67. As a result of Cardi Corporation's work adhering to the traffic management requirements, for which AECOM was responsible, unacceptable levels of traffic, congestion, and delays resulted. Consequently, the contract was terminated.

I. Other Inspections of the Washington Bridge

68. From 2015 until the fractured tie-down rods were discovered in December of 2023, five engineering firms oversaw inspections of the Washington Bridge and reported their findings to RIDOT pursuant to inspection contracts between the State of Rhode Island and such firms.

69. Like AECOM and its subconsultants under the 2014 AECOM Contract, however, none of the firms that conducted the inspections adequately recognized or addressed critical elements of the bridge's structural safety and integrity.

70. Routine inspections of the Washington Bridge were conducted every two years.

71. Additionally, because of the known deteriorating condition of the Washington Bridge, special inspections began in 2016.

72. The inspections were intended to result in comprehensive evaluations and recommendations with respect to both the superstructure and substructure of the Washington Bridge.

73. From 2015 until the fractured tie-down rods were discovered in December of 2023 the following inspections were conducted:

a. TranSystems conducted a special inspection of the Washington Bridge on various dates from June 27, 2016 through July 15, 2016, including for the expressly identified purpose of inspecting the deteriorated condition of elements on the superstructure and substructure.

b. Collins conducted a routine inspection of the Washington Bridge between June 19, 2017 and July 24, 2017.

c. AECOM conducted a special inspection of the Washington Bridge from October 10, 2017 to October 27, 2017. This inspection involved inspections of the beam ends of the drop-in girders located in Spans 1 through 6 and 8 through 14 of the Washington Bridge.

d. MBI conducted a special inspection of the Washington Bridge over the course of multiple days between June 25, 2018 and July 24, 2018. The purpose of MBI's special inspection was "to monitor the condition of the superstructure and substructure due to deteriorated condition[.]"

e. AECOM conducted a routine and special inspection of the Washington Bridge on various dates from June 17, 2019 to July 24, 2019.

f. AECOM conducted a special inspection of the Washington Bridge over the course of multiple dates from June 29, 2020 to July 22, 2020.

g. Jacobs Engineering conducted a routine, special, and underwater inspection of the Washington Bridge on July 23, 2021.

h. TranSystems conducted a special inspection of the Washington Bridge over the course of multiple days between July 7, 2022 and July 22, 2022.

The primary reason for the special inspection was to investigate the deteriorated condition.

i. AECOM conducted a routine inspection of the Washington Bridge over the course of multiple days between June 19, 2023 and July 21, 2023.

74. After completing its inspection of the Washington Bridge, each engineering firm reported its findings to RIDOT through an inspection report pursuant to an inspection contract between the State of Rhode Island and the firm.

75. All the foregoing engineering firms failed to identify, recognize, or address critical elements of the bridge's structural safety and integrity.

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

76. In 2019, the State and AECOM entered into a Notice of Change/Contract Addendum (the "2019 AECOM Contract"), pursuant to which the State agreed to pay AECOM additional funds for the creation of a Design-Build RFP package (the "2019 Design-Build Solicitation") and for Construction Phase Services.

77. AECOM's work on the 2019 Design-Build Solicitation included: development of Base Technical Concept ("BTC") documents, survey, comprehensive traffic analysis, geotechnical investigations, plan submission, shop drawings, Request for Information ("RFI") reviews, and the performance of construction phase services for this project as RIDOT's representative throughout the construction work.

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

78. On or about March 17, 2021, RIDOT issued RFP/Bid No. 7611889—a request for proposals entitled “Best Value Design-Build Procurement for Bridge Group 57T-10: I-195 Washington North Phase 2” (the “2021 RFP”).

79. The concept for the 2021 RFP was to initiate a Design-Build project based on the 2019 Design-Build Solicitation prepared by AECOM.

80. The 2021 RFP stated: “The overall goal of this project is to provide a 25-year design life for the rehabilitated structure; therefore, the DB [Design-Build] Entity shall design and construct the bridge strengthening and rehabilitation with *a minimum design life of 25 years.*” (Emphasis added).

81. The 2021 RFP further stated, among other things: “The DB [Design-Build] Entity shall perform concrete repairs and crack sealing for the existing structure that is to remain and be reused, including but not limited to drop-in beams, precast beams, cantilevers, substructures, spandrel walls, and all other concrete items.”

82. On or about July 2, 2021, the Joint Venture submitted a Design-Build proposal. The proposal repeatedly emphasized that if it were accepted, the result would be a rehabilitated bridge with a 25-year life expectancy.

83. The Joint Venture’s proposal represented and touted its deep understanding of the bridge and its history.

84. The Joint Venture’s proposal identified VHB as its lead designer. The proposal specifically highlighted VHB’s “Valuable Knowledge of the Site” based on its participation in earlier rehabilitation efforts. The proposal stated that VHB’s design work would be supplemented by Commonwealth Engineers’ design work.

85. The Joint Venture’s proposal stated that the rehabilitation would achieve a rating that would satisfy all design, legal, and permit loads.

86. The Joint Venture’s proposal stated that it would eliminate a proposed tie-down rod at one end of the bridge, at Pier 4:

We have replaced the *fracture-critical tie-down* on the east side of Pier 4 with a new column support to balance the shiplap spans within existing Span 1 (see Figure 4-16). This modification eliminates all foundation work in the Seekonk River and removes this *fracture-critical item* requiring annual inspection, allowing this element to be inspected biannually with the rest of the bridge’s inspection cycle, saving RIDOT in long-term maintenance costs.

(Emphasis added).

87. The Joint Venture recognized the fracture criticality of the tie-downs but did not address their existence at Piers 6 and 7.

88. The Joint Venture’s proposal identified VHB’s subconsultants on the project, including Commonwealth Engineers (which would be performing “Structural/bridge design”).

89. As part of its undertaking to extend the life expectancy of the bridge by twenty-five years, the proposal further stated: “Commonwealth and VHB will perform independent steel and camber designs as added quality review during the design phase” and “Commonwealth Engineers will perform independent review of structural steel, prestressed girder, and camber designs as well as *additional rehabilitation design tasks.*” (Emphasis added).

90. On or about September 1, 2021, RIDOT awarded the project to the Joint Venture in reliance on the promises made in July of 2021 by the Joint Venture that if awarded the contract the life expectancy of the bridge would be extended by twenty-five years.

91. On or about October 19, 2023, the Joint Venture issued rehabilitation plans stamped by VHB, Barletta, and Aetna. These plans still did not address the existence of any possible problems relating to the tie-down rods at Piers 6 and 7 and did not call for repairs to the post-tensioning systems.

L. The Emergency Closure of the Washington Bridge

92. On December 8, 2023, VHB identified: (1) Tie-down rod failures at Pier 7; and (2) Tie-down rods compromised at Pier 6.

93. VHB also observed evidence of a possible failure of other tie-down rods.

94. Based on these observations, RIDOT issued an emergency declaration on December 11, 2023, at 3:00 p.m., closing the Washington Bridge.

95. Subsequent investigation revealed the existence of unaddressed voids, poor grout, moisture, and corrosion, resulting in widespread deterioration of the post-tensioning system, critical to the safety and structural integrity of the bridge, such that the only reasonable option is to demolish and replace the existing bridge.

M. Physical Wear and Tear Damage to Eastbound Washington Bridge

96. The Eastbound Washington Bridge, formally known as Rhode Island Bridge No. 200 (“Eastbound Washington Bridge”), was originally constructed between 1928 and 1930 and was used to connect Providence and East Providence for both eastbound and westbound traffic.

97. By the 1960s, the Eastbound Washington Bridge was unable to handle the traffic volume, which had grown significantly since its original construction.

98. To reduce the traffic volume and avoid structural deterioration on the Eastbound Washington Bridge, a second parallel bridge — the Washington Bridge (Washington Bridge North No. 700) — was constructed specifically to handle westbound traffic.

99. After the completion of the Washington Bridge in 1968, the Eastbound Washington Bridge was reconfigured exclusively for eastbound traffic, and subsequently, Rhode Island contract number 2003-CB-061 reconstructed the Eastbound Washington Bridge with a modern steel structure and opened it to the public in 2007.

100. The Eastbound Washington Bridge and Washington Bridge, while parallel, are entirely separate, independent bridges with distinct structural components and foundations.

101. To compensate for the emergency closure of the Washington Bridge, westbound traffic was rerouted onto the Eastbound Washington Bridge, substantially increasing its traffic volume.

102. The traffic volume on the Eastbound Washington Bridge is now significantly greater than it was at the time it was in the 1960s, and the increased traffic volume has resulted in physical wear and tear damage to the bridge.

103. Due to the increased traffic volume on the Eastbound Washington Bridge since the emergency closure of the Washington Bridge, there has been wear and tear to the Eastbound Washington Bridge that would not have otherwise occurred.

104. Due to this increased traffic volume and increased wear and tear, repairs to physical aspects of the Eastbound Washington Bridge are required on a much more frequent basis than they would have otherwise been required.

105. Due to this increased traffic volume and increased wear and tear, physical maintenance is required on a more frequent basis to keep the Eastbound Washington Bridge in safe operating condition.

106. Due to this increased traffic volume and increased wear and tear, the State has had to install advanced monitoring systems, including real-time sensors and structural health monitoring equipment, to track the structural health and integrity of the Eastbound Washington Bridge in order to ensure ongoing public safety.

CAUSES OF ACTION

COUNT I

Breach of Contract (2014)

AECOM

107. The State repeats, realleges, and incorporates all the preceding allegations in this Complaint as if set forth fully herein.

108. The State and AECOM are parties to the 2014 AECOM Contract.

109. AECOM breached the 2014 AECOM Contract by, *inter alia*, failing to (a) conduct a detailed research and review of previous inspection reports, drawings, and plans—including, but not limited to, the Original Design Plans and the plans for the 1996-1998 rehabilitation project; (b) conduct an inspection of the Washington Bridge in conformance with the contract; (c) perform evaluations and report to the State as required by the contract; (d) recommend needed repairs in accordance with the requirements of the contract; and (e) otherwise comply with its contractual obligations.

110. As a direct and proximate result of AECOM's breaches of the 2014 AECOM Contract, the State has suffered and will continue to suffer both physical damages to its property

and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against AECOM for all of its damages plus interest, costs, and reasonable attorneys' fees.

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

111. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through 106.

112. AECOM, Steere, Prime, and Aries Support Services owed the State a duty to conform to the standard of skill, care, and diligence exercised by the average professional engineering, consulting, construction, inspection, and design firm.

113. Further, as professional engineers, AECOM, Steere, and Prime have specific duties imposed by law, including a duty to:

a. "perform their services only in the areas of their discipline and competence according to current standards of technical competence," 430-RICR-00-00-1.7(B)(1);

b. "recognize their responsibility to the public and . . . represent themselves before the public only in an objective and truthful manner," 430-RICR-00-00-1.7(B)(2);

c. "in the performance of their services for clients, employers, and customers, . . . be cognizant that their first and foremost responsibility is to the public welfare," 430-RICR-00-00-1.7(C)(1);

d. "approve and seal only those design documents that conform to accepted engineering standards and safeguard the life, health, property, and welfare of the public," 430-RICR-00-00-1.7(C)(2);

e. “undertake assignments only when qualified by education or experience in the specific technical fields of engineering involved,” 430-RICR-00-00-1.7(D)(1);

f. “not affix their signatures or seals to any drawings or documents dealing with subject matter in which they lack competence” 430-RICR-00-00-1.7(D)(2); and

g. “not misrepresent or exaggerate their degree of responsibility in prior assignments or the complexity of said assignments [or] misrepresent pertinent facts concerning . . . past accomplishments” incident to the solicitation of business, 430-RICR-00-00-1.7(E)(1).

114. AECOM, Steere, Prime, and Aries Support Services breached their duty of care by, *inter alia*, negligently failing to (a) conduct a reasonably adequate detailed research and review of previous inspection reports, drawings, and plans—including, but not limited to, the Original Design Plans, and the plans for the 1996-1998 rehabilitation project; (b) recognize the importance and significance of the tie-down rods as critical to the stability of the Washington Bridge; (c) perform an investigation into or evaluation of the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams; (d) recommend repairs to address the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams; (e) ensure they possessed adequate technical competence, experience, and skill to perform the work; and (f) honestly convey their past experience and competence when soliciting to be chosen by the State to perform the work.

115. In addition, AECOM was negligent in its inspections of the Washington Bridge in April 2014, and on July 28, 2015, October 27, 2017, July 24, 2019, July 22, 2020, and July 21, 2023, which it failed to conduct in conformance with the standard of care customary in the professional engineering, consulting, construction, and design industry.

116. The State and AECOM are parties to the 2014 AECOM Contract in which AECOM agreed that it:

a. “shall be liable for all damage caused by its negligent acts, or its errors or omissions in its services under this Agreement or any supplements to this Agreement,” Contract No. 2014-EB-003, Art. X, § B(2);

b. “shall rebuild, repair, restore, and make good all losses, injuries, or damages to any portion of the work from any cause except those beyond the control of and without the fault or negligence of” AECOM, § 12.104.14 – State of Rhode Island Procurement Regulations: Section 12 Rhode Island Department of Transportation Projects (incorporated into the 2014 AECOM Contract); and

c. “shall be responsible for all damage or injury to public or private property resulting from any act, omission, neglect, or misconduct in, of either [AECOM’s] or its subcontractors’ manner or method of executing the work, or in consequence of the non-execution thereof,” § 12.107.11 – State of Rhode Island Procurement Regulations: Section 12 Rhode Island Department of Transportation Projects (incorporated into the 2014 AECOM Contract).

117. As a direct and proximate result of the negligence of AECOM, Steere, Prime, and Aries Support Services, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

118. AECOM, Steere, Prime, and Aries Support Services are joint tortfeasors as to the State of Rhode Island and are jointly and severally liable for all resulting damages.

WHEREFORE, the State of Rhode Island demands judgment against AECOM, Steere, Prime, and Aries Support Services, jointly and severally, for all of its damages plus interest, costs, and reasonable attorneys' fees.

COUNT III
Negligence
Commonwealth Engineers (2019 and 2023 Inspections)

119. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through 106.

120. Commonwealth Engineers assisted AECOM in conducting the July 24, 2019 and the July 21, 2023 inspections of the Washington Bridge.

121. Commonwealth Engineers owed the State a duty to conform to the standard of skill, care, and diligence exercised by the average professional engineering, consulting, construction, inspection, and design firm in conducting the July 24, 2019 and the July 21, 2023 inspections of the Washington Bridge.

122. Further, as a professional engineer, Commonwealth Engineers had specific duties imposed by law, including a duty to:

- a. "perform their services only in the areas of their discipline and competence according to current standards of technical competence," 430-RICR-00-00-1.7(B)(1);
- b. "recognize their responsibility to the public and . . . represent themselves before the public only in an objective and truthful manner," 430-RICR-00-00-1.7(B)(2);
- c. "in the performance of their services for clients, employers, and customers, . . . be cognizant that their first and foremost responsibility is to the public welfare," 430-RICR-00-00-1.7(C)(1);

d. “approve and seal only those design documents that conform to accepted engineering standards and safeguard the life, health, property, and welfare of the public,” 430-RICR-00-00-1.7(C)(2);

e. “undertake assignments only when qualified by education or experience in the specific technical fields of engineering involved,” 430-RICR-00-00-1.7(D)(1);

f. “not affix their signatures or seals to any drawings or documents dealing with subject matter in which they lack competence” 430-RICR-00-00-1.7(D)(2); and

g. “not misrepresent or exaggerate their degree of responsibility in prior assignments or the complexity of said assignments [or] misrepresent pertinent facts concerning . . . past accomplishments” incident to the solicitation of business, 430-RICR-00-00-1.7(E)(1).

123. Commonwealth Engineers breached its duty of care by, *inter alia*, negligently failing to (a) conduct a reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to, previous inspection reports, drawings, and plans; (b) conduct inspections of the Washington Bridge in conformance with the standard of care customary in the professional engineering, consulting, construction, and design industry; (c) recognize the importance and significance of the tie-down rods as critical to the stability of the Washington Bridge; (d) perform an investigation into or evaluation of the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams; (e) recommend repairs to address the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams; (f) ensure they possessed adequate technical competence, experience, and skill to perform the work; and (g) honestly convey their past experience and competence when soliciting to be chosen by the State to perform the work.

124. As a direct and proximate result of Commonwealth Engineers' negligence, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against Commonwealth Engineers for all of its damages plus interest, costs, and reasonable attorneys' fees.

COUNT IV
Breach of Contract (2019)
AECOM

125. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through 106.

126. The State and AECOM are parties to the 2019 AECOM Contract.

127. AECOM breached the 2019 AECOM Contract by, *inter alia*, failing to (a) conduct a detailed research and review of previous inspection reports, drawings, and plans—including, but not limited to, the Original Design Plans, and the plans for the 1996-1998 rehabilitation project; (b) conduct an inspection of the Washington Bridge in conformance with the contract; (c) perform evaluations and report to the State as required by the contract; (d) recommend needed repairs in accordance with the requirements of the contract; and (e) otherwise comply with its contractual obligations.

128. As a direct and proximate result of AECOM's breaches of the 2019 AECOM Contract, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against AECOM for all of its damages plus interest, costs, and reasonable attorneys' fees.

COUNT V
Breach of Fiduciary Duty
AECOM

129. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through 106 .

130. AECOM held itself out to the State as a trusted expert in professional engineering, consulting, construction, and design.

131. The State reasonably and justifiably relied upon AECOM's purported expertise in the professional engineering, consulting, construction, and design industry.

132. In agreeing to serve as the Consultant in connection with the 2014 Contract, AECOM assumed and, therefore, owed the State fiduciary duties.

133. In agreeing to serve as RIDOT's Owner's Representative in connection with the 2019 Design-Build Proposal, AECOM assumed and, therefore, owed the State fiduciary duties.

134. AECOM, however, breached its fiduciary duties to the State.

135. As a direct and proximate result of AECOM's breaches of its fiduciary obligations to the State, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against AECOM for all of its damages plus interest, costs, and reasonable attorneys' fees.

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

136. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through 106.

137. The State and TranSystems are parties to a 2014 and a 2019 inspection contract.

138. TranSystems conducted an inspection of the Washington Bridge on July 15, 2016 under the 2014 inspection contract and an inspection of the Washington Bridge on July 22, 2022 under the 2019 inspection contract.

139. TranSystems breached its inspection contracts by, *inter alia*, failing to (a) conduct a detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to, previous inspection reports, drawings, and plans; (b) conduct an inspection of the Washington Bridge in conformance with the inspection contracts; (c) perform evaluations and report to the State as required by the contracts; (d) recommend needed repairs in accordance with the requirements of the contracts; and (e) otherwise comply with its contractual obligations.

140. As a direct and proximate result of TranSystems' breaches of the inspection contracts, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against TranSystems for all of its damages plus interest, costs, and reasonable attorneys' fees.

COUNT VII
Negligence
TranSystems (2016 and 2022 Inspections)

141. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through 106.

142. TranSystems owed the State a duty to conform to the standard of skill, care, and diligence exercised by the average professional engineering, consulting, construction, inspection, and design firm in conducting the July 15, 2016 and the July 22, 2022 inspections of the Washington Bridge.

143. TranSystems breached its duty of care by, *inter alia*, negligently failing to

- (a) conduct a reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to, previous inspection reports, drawings, and plans;
- (b) conduct inspections of the Washington Bridge in conformance with the standard of care customary in the professional engineering, consulting, construction, and design industry;
- (c) recognize the importance and significance of the tie-down rods as critical to the stability of the Washington Bridge; (d) perform an investigation into or evaluation of the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams; and (e) recommend repairs to address the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams.

144. As a direct and proximate result of TranSystems' negligence, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against TranSystems for all of its damages plus interest, costs, and reasonable attorneys' fees.

COUNT VIII
Breach of Contract
Collins (2017 Inspection)

145. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through 106.

146. The State and Collins are parties to a 2014 inspection contract.

147. Collins conducted an inspection of the Washington Bridge on July 24, 2017 under the 2014 inspection contract.

148. Collins breached the inspection contract by, *inter alia*, failing to (a) conduct a detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to, previous inspection reports, drawings, and plans; (b) conduct an inspection of the Washington Bridge in conformance with the inspection contract; (c) perform evaluations and report to the State as required by the contract; (d) recommend needed repairs in accordance with the requirements of the contract; and (e) otherwise comply with its contractual obligations.

149. As a direct and proximate result of Collins' breaches of the inspection contract, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against Collins for all of its damages plus interest, costs, and reasonable attorneys' fees.

COUNT IX
Negligence
Collins (2017 Inspection)

150. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through 106.

151. Collins owed the State a duty to conform to the standard of skill, care, and diligence exercised by the average professional engineering, consulting, construction, inspection, and design firm in conducting the July 24, 2017 inspection of the Washington Bridge.

152. Collins breached its duty of care by, *inter alia*, negligently failing to (a) conduct a reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to, previous inspection reports, drawings, and plans; (b) conduct an inspection of the Washington Bridge in conformance with the standard of care customary in the professional engineering, consulting, construction, and design industry; (c) recognize the importance and significance of the tie-down rods as critical to the stability of the Washington Bridge; (d) perform an investigation into or evaluation of the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams; and (e) recommend repairs to address the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams.

153. As a direct and proximate result of Collins' negligence, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against Collins for all of its damages plus interest, costs, and reasonable attorneys' fees.

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

154. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through 106.

155. The State and AECOM are parties to a 2014 and a 2019 inspection contract.

156. AECOM conducted an inspection of the Washington Bridge on October 27, 2017, July 24, 2019, and July 22, 2020 under the 2014 inspection contract and an inspection of the Washington Bridge on July 21, 2023 under the 2019 inspection contract.

157. AECOM breached its inspection contracts by, *inter alia*, failing to (a) conduct a detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to, previous inspection reports, drawings, and plans; (b) conduct inspections of the Washington Bridge in conformance with the inspection contracts; (c) perform evaluations and report to the State as required by the contracts; (d) recommend needed repairs in accordance with the requirements of the contracts; and (e) otherwise comply with its contractual obligations.

158. As a direct and proximate result of AECOM's breaches of the inspection contracts, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against AECOM for all of its damages plus interest, costs, and reasonable attorneys' fees.

COUNT XI
Breach of Contract
MBI (2018 Inspection)

159. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through 106.

160. The State and MBI are parties to a 2014 inspection contract.

161. MBI conducted an inspection of the Washington Bridge on July 24, 2018 under the 2014 inspection contract.

162. MBI breached its inspection contract by, *inter alia*, failing to (a) conduct a detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to, previous inspection reports, drawings, and plans; (b) conduct an inspection of the Washington Bridge in conformance with the inspection contract; (c) perform evaluations and report to the State as required by the contract; (d) recommend needed repairs in accordance with the requirements of the contract; and (e) otherwise comply with its contractual obligations.

163. As a direct and proximate result of MBI's breaches of the inspection contract, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against MBI for all of its damages plus interest, costs, and reasonable attorneys' fees.

COUNT XII
Negligence
MBI (2018 Inspection)

164. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through 106.

165. MBI owed the State a duty to conform to the standard of skill, care, and diligence exercised by the average professional engineering, consulting, construction, inspection, and design firm in conducting the July 24, 2018 inspection of the Washington Bridge.

166. MBI breached its duty of care by, *inter alia*, negligently failing to (a) conduct a reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to, previous inspection reports, drawings, and plans; (b) conduct an inspection of the Washington Bridge in conformance with the standard of care customary in the professional engineering, consulting, construction, and design industry; (c) recognize the importance and significance of the tie-down rods as critical to the stability of the Washington Bridge; (d) perform an investigation into or evaluation of the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams; and (e) recommend repairs to address the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams.

167. As a direct and proximate result of MBI's negligence, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against MBI for all of its damages plus interest, costs, and reasonable attorneys' fees.

COUNT XIII
Breach of Contract
Jacobs Engineering (2021 Inspection)

168. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through 106.

169. The State and Jacobs Engineering are parties to a 2019 inspection contract.

170. Jacobs Engineering conducted an inspection of the Washington Bridge on July 23, 2021 under the 2019 inspection contract.

171. Jacobs Engineering breached its inspection contract by, *inter alia*, failing to (a) conduct a detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to, previous inspection reports, drawings, and plans; (b) conduct an inspection of the Washington Bridge in conformance with the inspection contract; (c) perform evaluations and report to the State as required by the contract; (d) recommend needed repairs in accordance with the requirements of the contract; and (e) otherwise comply with its contractual obligations.

172. As a direct and proximate result of Jacobs Engineering's breaches of the inspection contract, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against Jacobs Engineering for all of its damages plus interest, costs, and reasonable attorneys' fees.

COUNT XIV
Negligence
Jacobs Engineering (2021 Inspection)

173. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through 106.

174. Jacobs Engineering owed the State a duty to conform to the standard of skill, care, and diligence exercised by the average professional engineering, consulting, construction, inspection, and design firm in conducting the July 23, 2021 inspection of the Washington Bridge.

175. Further, as a professional engineer, Jacobs Engineering has specific duties imposed by law, including a duty to:

a. “perform their services only in the areas of their discipline and competence according to current standards of technical competence,” 430-RICR-00-00-1.7(B)(1);

b. “recognize their responsibility to the public and . . . represent themselves before the public only in an objective and truthful manner,” 430-RICR-00-00-1.7(B)(2);

c. “in the performance of their services for clients, employers, and customers, . . . be cognizant that their first and foremost responsibility is to the public welfare,” 430-RICR-00-00-1.7(C)(1);

d. “approve and seal only those design documents that conform to accepted engineering standards and safeguard the life, health, property, and welfare of the public,” 430-RICR-00-00-1.7(C)(2);

e. “undertake assignments only when qualified by education or experience in the specific technical fields of engineering involved,” 430-RICR-00-00-1.7(D)(1);

f. “not affix their signatures or seals to any drawings or documents dealing with subject matter in which they lack competence” 430-RICR-00-00-1.7(D)(2); and

g. “not misrepresent or exaggerate their degree of responsibility in prior assignments or the complexity of said assignments [or] misrepresent pertinent facts concerning . . . past accomplishments” incident to the solicitation of business, 430-RICR-00-00-1.7(E)(1).

176. Jacobs Engineering breached its duty of care by, *inter alia*, negligently failing to (a) conduct a reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to, previous inspection reports, drawings, and plans; (b) conduct an inspection of the Washington Bridge in conformance with the standard of care customary in the professional engineering, consulting, construction, and design industry; (c) recognize the importance and significance of the tie-down rods as critical to the stability of the Washington Bridge; (d) perform an investigation into or evaluation of the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams; (e) recommend repairs to address the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams; (f) ensure they possessed adequate technical competence, experience, and skill to perform the work; and (g) honestly convey their past experience and competence when soliciting to be chosen by the State to perform the work.

177. As a direct and proximate result of Jacobs Engineering’s negligence, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against Jacobs Engineering for all of its damages plus interest, costs, and reasonable attorneys’ fees.

COUNT XV

Breach of Contract

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

178. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through 106.

179. The State and the Joint Venture are parties to the 2021 Design-Build Contract.

180. The Joint Venture breached the 2021 Design-Build Contract by, *inter alia*, failing to (a) conduct a detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to, previous inspection reports, drawings, and plans; (b) conduct an inspection of the Washington Bridge in conformance with the 2021 Design-Build Contract; (c) perform evaluations and report to the State as required by the 2021 Design-Build Contract; (d) recommend needed repairs in accordance with the requirements of the 2021 Design-Build Contract; and (e) otherwise comply with its contractual obligations.

181. As a direct and proximate result of the Joint Venture's breaches of the 2021 Design-Build Contract, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

182. As co-venturers, Barletta, Aetna, and each of them, are also jointly and severally liable to the State to the extent of the Joint Venture's liability.

WHEREFORE, the State of Rhode Island demands judgment against the Joint Venture, Barletta, and Aetna, jointly and severally, for all of its damages plus interest, costs, and reasonable attorneys' fees.

COUNT XVI

Negligence

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

183. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through 106.

184. The Joint Venture, Barletta, Aetna, VHB, and Commonwealth Engineers owed the State a duty to conform to the standard of skill, care, and diligence exercised by the average professional engineering, consulting, construction, inspection, and design firm.

185. Further, as professional engineers, Barletta, Aetna, VHB, and Commonwealth Engineers have specific duties imposed by law, including a duty to:

- a. “perform their services only in the areas of their discipline and competence according to current standards of technical competence,” 430-RICR-00-00-1.7(B)(1);
- b. “recognize their responsibility to the public and . . . represent themselves before the public only in an objective and truthful manner,” 430-RICR-00-00-1.7(B)(2);
- c. “in the performance of their services for clients, employers, and customers, . . . be cognizant that their first and foremost responsibility is to the public welfare,” 430-RICR-00-00-1.7(C)(1);
- d. “approve and seal only those design documents that conform to accepted engineering standards and safeguard the life, health, property, and welfare of the public,” 430-RICR-00-00-1.7(C)(2);
- e. “undertake assignments only when qualified by education or experience in the specific technical fields of engineering involved,” 430-RICR-00-00-1.7(D)(1);
- f. “not affix their signatures or seals to any drawings or documents dealing with subject matter in which they lack competence” 430-RICR-00-00-1.7(D)(2); and

g. “not misrepresent or exaggerate their degree of responsibility in prior assignments or the complexity of said assignments [or] misrepresent pertinent facts concerning . . . past accomplishments” incident to the solicitation of business, 430-RICR-00-00-1.7(E)(1).

186. The Joint Venture, Barletta, Aetna, VHB, and Commonwealth Engineers breached their duty of care by, *inter alia*, negligently failing to (a) conduct a reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to, previous inspection reports, drawings, and plans; (b) conduct an inspection of the Washington Bridge in conformance with the standard of care customary in the professional engineering, consulting, construction, and design industry; (c) recognize the importance and significance of the tie-down rods as critical to the stability of the Washington Bridge; (d) perform an investigation into or evaluation of the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams; (e) recommend repairs to address the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams; (f) ensure they possessed adequate technical competence, experience, and skill to perform the work; and (g) honestly convey their past experience and competence when soliciting to be chosen by the State to perform the work.

187. The State and the Joint Venture are parties to the 2021 Design-Build Contract in which the Joint Venture agreed it: “shall be responsible for all damage or injury to public or private property resulting from any act, omission, neglect, or misconduct in, of either [the Joint Venture’s] or its subcontractors’ manner or method of executing the work, or in consequence of the non-execution thereof . . . [and] shall be responsible for all damage to property resulting from any act, omission, neglect or misconduct in the [Joint Venture’s] manner or method of executing its work, or due to its defective work or materials.” 2021 RFP – Bid No. 7611889, Part 3, Terms and

Conditions, § 107.11 (incorporated into 2021 Design-Build Contract). Further, it agreed that “[w]hen or where any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Project work, the [Joint Venture] shall restore, at its own expense, such property to a condition as close as possible to that which existed before such damage was done, by repairing, rebuilding or otherwise restoring the property, as may be directed by the Department; or the [Joint Venture] shall make good such damage in another manner acceptable to the Department.” *Id.*

188. As a direct and proximate result of the negligence of the Joint Venture, Barletta, Aetna, VHB, and Commonwealth Engineers, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

189. As co-venturers, Barletta, Aetna, and each of them, are also liable to the State to the extent of the Joint Venture’s liability and are jointly and severally liable for all resulting damages.

WHEREFORE, the State of Rhode Island demands judgment against the Joint Venture, Barletta, Aetna, VHB, and Commonwealth Engineers, jointly and severally, for all of its damages plus interest, costs, and reasonable attorneys’ fees.

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

190. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through 106.

191. AECOM agreed to defend, indemnify, and hold harmless the State for all damages, losses, or expenses arising out of any of its acts or omissions, without regard for whether such damages, losses, or expenses were foreseeable.

192. The Joint Venture agreed to defend, indemnify, and hold harmless the State for all damages, losses, or expenses arising out of its acts or omissions, without regard for whether such damages, losses, or expenses were foreseeable.

193. Such contractual obligations owed by AECOM and the Joint Venture arise out of the express contract between such Defendants and the State and by virtue of 220 R.I. Code R. 30-00-13.21.

194. As a direct and proximate result of the negligence of AECOM and the Joint Venture, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

195. As co-venturers, Barletta, Aetna, and each of them, are also liable to the State to the extent of the Joint Venture's liability.

WHEREFORE, the State of Rhode Island demands judgment against AECOM, the Joint Venture, Aetna, and Barletta for all of its damages plus interest, costs, and reasonable attorneys' fees.

COUNT XVIII

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

196. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through 106 and 191 through 195.

197. There exists an actual and legal controversy between the State and AECOM, the Joint Venture, Aetna, and Barletta concerning the State's entitlement to contractual defense and indemnity for claims hereinafter asserted by one or more third parties against the State that arise out of the acts or omissions of AECOM and the Joint Venture or each of them.

198. That controversy is ripe for determination, even if there are future contingencies, such as the possibility that the State's liability to third parties cannot be precisely determined at this time.

199. To the extent that in the future, the State incurs damages, losses, and/or expenses in connection with one or more claims hereinafter asserted by one or more third parties against the State arising out of the acts or omissions of AECOM and the Joint Venture or each of them, the State is entitled to indemnity from these Defendants against such damages, losses, and/or expenses.

WHEREFORE, the State of Rhode Island demands a declaratory judgment declaring that AECOM, the Joint Venture, Aetna, and Barletta are liable to indemnify the State for its liability to third parties arising out of AECOM's, the Joint Venture's, Aetna's, and Barletta's conduct as set forth herein, and to defend and hold harmless the State from such claims asserted by third parties.

COUNT XIX
Declaratory Judgment Regarding Non-Contractual Indemnity
All Defendants

200. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through 106.

201. To the extent that in the future, the State may be held liable to one or more third parties as a result of the active fault and wrongful conduct of AECOM, Aetna, Aries Support Services, Barletta, the Joint Venture, Collins, Commonwealth Engineers, Jacobs Engineering, MBI, Prime, Steere, TranSystems, and VHB, and each of them, through the doctrine of respondeat superior or other forms of vicarious liability, the State, as the entity passively at fault, is entitled to indemnity from AECOM, Aetna, Aries Support Services, Barletta, the Joint Venture, Collins, Commonwealth Engineers, Jacobs Engineering, MBI, Prime, Steere, TranSystems, and VHB, and each of them.

202. There exists an actual and legal controversy between the State and AECOM, Aetna, Aries Support Services, Barletta, the Joint Venture, Collins, Commonwealth Engineers, Jacobs Engineering, MBI, Prime, Steere, TranSystems, and VHB in which the State has an interest, concerning this right to indemnity.

203. That controversy is ripe for determination, even if there are future contingencies, such as the possibility that the State's liability to third parties cannot be precisely determined at this time.

WHEREFORE, the State of Rhode Island demands a declaratory judgment declaring that AECOM, Aetna, Aries Support Services, Barletta, the Joint Venture, Collins, Commonwealth Engineers, Jacobs Engineering, MBI, Prime, Steere, TranSystems, and VHB are liable to

indemnify the State for its liability to third parties arising out of said Defendants' conduct as set forth herein.

COUNT XX
Declaratory Judgment Regarding Contribution
All Defendants

204. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through 106.

205. To the extent that in the future, the State may be held liable to one or more third parties as a tortfeasor, the State is entitled to contribution from AECOM, Aetna, Aries Support Services, Barletta, the Joint Venture, Collins, Commonwealth Engineers, Jacobs Engineering, MBI, Prime, Steere, TranSystems, and VHB, and each of them, as joint tortfeasors.

206. There exists an actual and legal controversy between the State and AECOM, Aetna, Aries Support Services, Barletta, the Joint Venture, Collins, Commonwealth Engineers, Jacobs Engineering, MBI, Prime, Steere, TranSystems, and VHB in which the State has an interest, concerning this right to contribution.

207. That controversy is ripe for determination, even if there are future contingencies, such as the possibility that the State's liability to third parties cannot be precisely determined at this time.

WHEREFORE, the State of Rhode Island demands a declaratory judgment declaring that AECOM, Aetna, Aries Support Services, Barletta, the Joint Venture, Collins, Commonwealth Engineers, Jacobs Engineering, MBI, Prime, Steere, TranSystems, and VHB are liable for contribution, and their percentage of fault, to the State for its liability to third parties as set forth herein.

COUNT XXI
Negligent Misrepresentation
AECOM

208. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through 106.

209. AECOM made misrepresentations of material fact to RIDOT, which included one or more of the following:

- a. AECOM was familiar with the needs of the Washington Bridge;
- b. AECOM had the competence and experience necessary to rehabilitate and improve the Bridge's structural performance; and
- c. AECOM could use industry standard concrete repair techniques to restore the Bridge to its original or near original condition.

210. At the time AECOM made these misrepresentations, it either knew the representations were false or reasonably should have known the representations were false.

211. AECOM intended the misrepresentations to induce RIDOT to select AECOM to perform inspections of the Washington Bridge, perform design services for the rehabilitation of the Washington Bridge, and/or perform the 2019 Design-Build and construction phase services.

212. RIDOT justifiably relied on one or more of AECOM's misrepresentations when it chose AECOM to perform inspections of the Washington Bridge, perform design services for the rehabilitation of the Washington Bridge, and/or perform the 2019 Design-Build and construction phase services.

213. As a direct and proximate result of AECOM's negligent misrepresentations, the State has suffered and will continue to suffer both physical damages and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against AECOM for all of its damages plus interest, costs, and reasonable attorneys' fees.

COUNT XXII
Negligent Misrepresentation
The Joint Venture, Barletta, and Aetna

214. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through 106.

215. The Joint Venture misrepresented to RIDOT that it could rehabilitate the Washington Bridge to give it a 25-year life expectancy.

216. At the time the Joint Venture made this misrepresentation, it either knew the representation was false or reasonably should have known the representation was false.

217. The Joint Venture intended the misrepresentation to induce RIDOT to accept the Joint Venture's 2021 Design-Build proposal.

218. RIDOT justifiably relied on the Joint Venture's misrepresentation when it chose the Joint Venture to perform services under the 2021 Design-Build Contract.

219. As a direct and proximate result of the Joint Venture's negligent misrepresentations, the State has suffered and will continue to suffer both physical damages and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

220. As co-venturers, Barletta, Aetna, and each of them, are also jointly and severally liable to the State to the extent of the Joint Venture's liability.

WHEREFORE, the State of Rhode Island demands judgment against the Joint Venture for all of its damages plus interest, costs, and reasonable attorneys' fees.

* * *

WHEREFORE, the State respectfully requests that the Court enter judgment against the Defendants on all Counts of this Complaint; award the State its costs and reasonable attorneys' fees; award the State interest on said judgment to the maximum extent provided by law, including pre- and post-judgment interest; and order any such other relief that the Court deems equitable and just.

FOR THE STATE OF RHODE ISLAND:

By Its Attorneys,

PETER F. NERONHA
ATTORNEY GENERAL
STATE OF RHODE ISLAND

/s/ Stephen N. Provazza
PETER F. NERONHA
ATTORNEY GENERAL
STATE OF RHODE ISLAND
Sarah W. Rice, Esq. (#10588)
Stephen N. Provazza, Esq. (#10435)
Assistant Attorneys General
150 S. Main Street
Providence, RI 02903
Tel: (401) 274-4400
srice@riag.ri.gov
sprovazza@riag.ri.gov

/s/ Theodore J. Leopold
Theodore J. Leopold (admitted pro hac vice)
Leslie M. Kroeger (admitted pro hac vice)
Diana L. Martin (admitted pro hac vice)
Poorad Razavi (admitted pro hac vice)
Takisha Richardson (admitted pro hac vice)
Adnan Toric (admitted pro hac vice)
Cohen Milstein
11780 U.S. Highway One
Suite N500
Palm Beach Gardens, FL 33408
tleopold@cohenmilstein.com
lkroeger@cohenmilstein.com

dmartin@cohenmilstein.com
prazavi@cohenmilstein.com
trichardson@cohenmilstein.com
atoric@cohenmilstein.com

/s/ Jonathan N. Savage

Jonathan N. Savage, Esq. (#3081)

Michael P. Robinson, Esq. (#6306)

Edward D. Pare III, Esq. (#9698)

Alyssa L. Lemire, Esq. (#10446)

Savage Law Partners, LLP

564 South Water Street

Providence, RI 02903

Tel: (401) 238-8500

Fax: (401) 648-6748

js@savagelawpartners.com

mrobinson@savagelawpartners.com

epare@savagelawpartners.com

alemire@savagelawpartners.com

CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of April 2025, I electronically filed and served this document through the electronic filing system on counsel of record. The document is available for viewing and/or downloading from the Rhode Island Judiciary's electronic filing system.

/s/ Edward D. Pare III