

**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 AETNA BRIDGE COMPANY'S ANSWER TO STATE OF RHODE
ISLAND'S FIRST AMENDED COMPLAINT**

INTRODUCTION

As to the section titled Introduction in the State of Rhode Island's (the "State") First Amended Complaint, Defendant Aetna Bridge Company ("Aetna") lacks sufficient information or belief to either admit or deny the allegations in this section.

PARTIES

A. The Plaintiff

1. Admitted that the State identified as the Plaintiff. Aetna lacks sufficient information or belief to either admit or deny the remaining allegations of this paragraph.

B. The Defendants

2. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

3. Admitted.

4. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

5. Admitted that Defendant Barletta Heavy Division, Inc. is a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with its principal place of business located therein, and is registered to do business in the State of Rhode Island. Otherwise, Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

6. Admitted that the JV is a joint venture between Barletta and Aetna. Admitted as to the existence of a joint venture agreement between Barletta and Aetna, dated June 23, 2020. The allegation regarding jurisdiction calls for a legal conclusion to which no response is required. To the extent a response is required, Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

7. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

8. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

9. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

10. Aetna lacks sufficient information or belief to either admit or deny the allegations

of this paragraph.

11. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

12. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

13. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

14. Admitted that Defendant Vanesse Hangen Brustlin, Inc. is a corporation organized and existing under the laws of the Commonwealth of Massachusetts and is registered to do business in the State of Rhode Island. Otherwise, Aetna lacks sufficient information or belief to either admit or deny the remaining allegations of this paragraph.

JURISDICTION AND VENUE

15. This paragraph calls for a legal conclusion to which no response is required. To the extent that a response is required, Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph..

16. With respect to Aetna, 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 Aetna, Aetna is without sufficient knowledge or information to either admit or deny the allegations contained in this paragraph concerning other parties and leaves the State to its proof thereof.

17. This paragraph calls for a legal conclusion to which no response is required. To the extent that a response is required, Aetna denies the allegations of this paragraph.

FACTS

A. The Design and Construction of the Washington Bridge

18. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

19. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

20. Admitted that the Washington Bridge has an extremely unusual design. Otherwise, Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

21. Admitted.

22. Admitted only that the Washington Bridge contained both unbalanced and balanced cantilevers, as set forth in the Original Design. It is further admitted that the configuration of the beams is “unusual” and “unique”.

23. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

24. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

25. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

26. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

27. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

28. Aetna lacks sufficient information or belief to either admit or deny the allegations

of this paragraph.

29. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

30. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

31. Admitted.

32. Admitted.

B. The Lichtenstein Report

33. Admitted that the bridge has been inspected a number of times but Aetna lacks sufficient information or belief to know when the first inspection relevant to this case took place.

34. Admitted.

35. Admitted.

36. The Lichtenstein Report speaks for itself and Aetna denies any allegations inconsistent with the terms of the report.

37. The Lichtenstein Report speaks for itself and Aetna denies any allegations inconsistent with the terms of the report.

38. The Lichtenstein Report speaks for itself and Aetna denies any allegations inconsistent with the terms of the report.

39. The Lichtenstein Report speaks for itself and Aetna denies any allegations inconsistent with the terms of the report.

C. The 1996-1998 Rehabilitation of the Washington Bridge

40. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

41. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

D. The 2011 MBI Inspection

42. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

43. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

44. The MBI inspection report speaks for itself. To the extent a response is required, Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

45. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

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

46. The RFP entitled “Complete Design Services for the Rehabilitation of the Washington Bridge North No. 700 – Mainline, Approach and Ramp Bridges and East Providence, Rhode Island” speaks for itself. Thus, denied as to allegations inconsistent with the RFP.

47. The RFP Speaks for itself. Thus, denied as it relates to the State’s characterization of the RFP.

48. The RFP Speaks for itself. Thus, denied as it relates to the State’s characterization of the RFP.

49. The RFP Speaks for itself. Thus, denied as it relates to the State’s characterization

of the RFP.

50. The RFP Speaks for itself. Thus, denied as it relates to the State's characterization of the RFP.

51. The RFP Speaks for itself. Thus, denied as it relates to the State's characterization of the RFP.

52. The RFP Speaks for itself. Thus, denied as it relates to the State's characterization of the RFP.

53. The RFP Speaks for itself. Thus, denied as it relates to the State's characterization of the RFP.

54. The RFP Speaks for itself. Thus, denied as it relates to the State's characterization of the RFP.

55. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

56. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

57. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

58. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

59. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

60. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

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

61. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

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

62. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

63. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

64. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

65. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

H. The Cardi Corporation Contract

66. The State's contract with Cardi Corporation speaks for itself. Thus, denied as to the State's characterization of the contract.

67. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

I. Other Inspections of the Washington Bridge

68. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

69. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

70. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

71. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

72. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

73. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

74. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

75. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

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

76. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

77. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

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

78. Admitted.

79. The 2021 RFP speaks for itself. Thus, denied as to the State's characterization of the 2021 RFP.

80. The 2021 RFP speaks for itself. Thus, denied as to the State's characterization of

the 2021 RFP.

81. The 2021 RFP speaks for itself. Thus, denied as to the State's characterization of the 2021 RFP.

82. Admitted that the JV submitted a Design-Build proposal on July 2, 2021. Otherwise, denied as to the State's characterization of the Design-Build proposal.

83. The JV's proposal speaks for itself. Thus, denied as to the State's characterization of the JV's proposal.

84. The JV's proposal speaks for itself. Thus, denied as to the State's characterization of the JV's proposal.

85. The JV's proposal speaks for itself. Thus, denied as to the State's characterization of the JV's proposal.

86. The JV's proposal speaks for itself. Thus, denied as to the State's characterization of the JV's proposal.

87. Denied.

88. The JV's proposal speaks for itself. Thus, denied as to the State's characterization of the JV's proposal.

89. The JV's proposal speaks for itself. Thus, denied as to the State's characterization of the JV's proposal.

90. Admitted that the RIDOT awarded the project to the JV. Aetna lacks sufficient information or belief to either admit or deny the remain allegations of this paragraph.

91. Admitted that the JV issued rehabilitation plans stamped by VHB, Barletta, and Aetna. Otherwise, denied.

L. The Emergency Closure of the Washington Bridge

92. Admitted.

93. Admitted.

94. Admitted.

95. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

M. Physical Wear and Tear Damage to Eastbound Washington Bridge

96. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

97. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

98. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

99. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

100. Admitted.

101. Admitted that traffic was rerouted from the Washington Bridge onto the Eastbound Washington Bridge after the emergency closure of the Washington Bridge. Otherwise, denied.

102. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

103. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

104. Aetna lacks sufficient information or belief to either admit or deny the allegations

of this paragraph.

105. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

106. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

CAUSES OF ACTION

COUNT I

Breach of Contract (2014) AECOM

107. Aetna repeats and realleges paragraphs 1 through 106 above as though fully set forth herein.

108. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

109. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

110. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

COUNT II

Negligence

AECOM, Steere, Prime, and Aries Support Services

111. Aetna repeats and realleges paragraphs 1 through 106 above as though fully set forth herein.

112. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

113. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

114. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

115. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

116. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

117. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

118. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

COUNT III
Negligence
Commonwealth Engineers (2019 and 2023 Inspections)

119. Aetna repeats and realleges paragraphs 1 through 106 above as though fully set forth herein.

120. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

121. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

122. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

123. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

124. The allegations of this paragraph are directed at another Defendant and therefore

Aetna need not respond.

COUNT IV
Breach of Contract (2019) AECOM

125. Aetna repeats and realleges paragraphs 1 through 106 above as though fully set forth herein.

126. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

127. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

128. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

COUNT V
Breach of Fiduciary Duty AECOM

129. Aetna repeats and realleges paragraphs 1 through 106 above as though fully set forth herein.

130. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

131. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

132. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

133. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

134. The allegations of this paragraph are directed at another Defendant and therefore

Aetna need not respond.

135. The allegations of this paragraph are directed at another Defendant and therefore

Aetna need not respond.

COUNT VI

Breach of Contract TranSystems (2016 and 2022 Inspections)

136. Aetna repeats and realleges paragraphs 1 through 106 above as though fully set forth herein.

137. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

138. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

139. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

140. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

COUNT VII

Negligence

TranSystems (2016 and 2022 Inspections)

141. Aetna repeats and realleges paragraphs 1 through 106 above as though fully set forth herein.

142. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

143. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

144. The allegations of this paragraph are directed at another Defendant and therefore

Aetna need not respond.

COUNT VIII

Breach of Contract Collins (2017 Inspection)

145. Aetna repeats and realleges paragraphs 1 through 106 as though fully set forth herein.

146. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

147. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

148. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

149. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

COUNT IX

Negligence Collins (2017 Inspection)

150. Aetna repeats and realleges paragraphs 1 through 106 above as though fully set forth herein.

151. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

152. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

153. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

COUNT X

Breach of Contract

AECOM (2017, 2019, 2020, 2023 Inspections)

154. Aetna repeats and realleges paragraphs 1 through 153 above as though fully set forth herein.

155. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

156. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

157. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

158. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

COUNT XI
Breach of Contract MBI (2018 Inspection)

159. Aetna repeats and realleges paragraphs 1 through 106 above as though fully set forth herein.

160. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

161. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

162. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

163. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

COUNT XII

Negligence
MBI (2018 Inspection)

164. Aetna repeats and realleges paragraphs 1 through 106 above as though fully set forth herein.

165. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

166. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

167. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

COUNT XIII
Breach of Contract
Jacobs Engineering (2021 Inspection)

168. Aetna repeats and realleges paragraphs 1 through 106 above as though fully set forth herein.

169. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

170. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

171. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

172. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

COUNT XIV
Negligence
Jacobs Engineering (2021 Inspection)

173. Aetna repeats and realleges paragraphs 1 through 106 above as though fully set forth herein.

174. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

175. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

176. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

177. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

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

178. Aetna repeats and realleges paragraphs 1 through 106 above as though fully set forth herein.

179. Admitted.

180. Denied.

181. Denied.

182. To the extent it directs allegations against other Defendants, Aetna need not respond. To the extent Aetna needs to respond to the allegations directed against it, it denies them.

COUNT XVI

Negligence

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

183. Aetna repeats and realleges paragraphs 1 through 106 above as though fully set forth herein.

184. Admitted that the standard of care obligations are set forth in the 2021 Design-Build Contract between the JV and the State. Otherwise, denied. To the extent it directs allegations against other Defendants, Aetna need not respond.

185. This paragraph, including subparts, directs allegations against other Defendants. Accordingly, Aetna need not respond. To the extent a response is required, Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph inclusive of all subparts.

186. To the extent it directs allegations against other Defendants, Aetna need not respond. To the extent Aetna needs to respond to the allegations directed against it, it denies them.

187. The 2021 Design-Build Contract speaks for itself. Thus, denied as it relates to the State's characterization of the 2021 Design-Build Contract.

188. To the extent it directs allegations against other Defendants, Aetna need not respond. To the extent Aetna needs to respond to the allegations directed against it, it denies them.

189. To the extent it directs allegations against other Defendants, Aetna need not respond. To the extent Aetna needs to respond to the allegations directed against it, it denies them.

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

190. Aetna repeats and realleges paragraphs 1 through 189 above as though fully set forth herein.

191. Aetna lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

192. Admitted that the JV's contractual indemnity obligations are set forth in the 2021 Design-Build Contract between the JV and the State. Otherwise, denied.

193. To the extent this paragraph directs allegations against other Defendants, Aetna need not respond. Admitted that the JV's contractual indemnity obligations are set forth in the 2021 Design-Build Contract between the JV and the State. Otherwise, denied.

194. To the extent this paragraph directs allegations against other Defendants, Aetna need not respond. To the extent Aetna needs to respond to the allegations directed against it, it denies them.

195. To the extent it directs allegations against other Defendants, Aetna need not respond. To the extent Aetna needs to respond to the allegations directed against it, it denies them.

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

196. Aetna repeats and realleges paragraphs 1 through 106 and 191 through 195 above as though fully set forth herein.

197. To the extent this paragraph directs allegations against other Defendants, Aetna need not respond. To the extent Aetna needs to respond to the allegations directed against it, it

denies them.

198. To the extent this paragraph directs allegations against other Defendants, Aetna need not respond. To the extent Aetna needs to respond to the allegations directed against it, it denies them.

199. To the extent this paragraph directs allegations against other Defendants, Aetna need not respond. To the extent Aetna needs to respond to the allegations directed against it, it denies them.

COUNT XIX
Declaratory Judgment Regarding Non-Contractual Indemnity
All Defendants

200. Aetna repeats and realleges paragraphs 1 through 106 above as though fully set forth herein.

201. To the extent this paragraph directs allegations against other Defendants, Aetna need not respond. To the extent Aetna needs to respond to the allegations directed against it, it denies them.

202. To the extent this paragraph directs allegations against other Defendants, Aetna need not respond. To the extent Aetna needs to respond to the allegations directed against it, it denies them.

203. To the extent this paragraph directs allegations against other Defendants, Aetna need not respond. To the extent Aetna needs to respond to the allegations directed against it, it denies them.

COUNT XX
Declaratory Judgment Regarding Contribution
All Defendants

204. Aetna repeats and realleges paragraphs 1 through 106 above as though fully set

forth herein.

205. To the extent this paragraph directs allegations against other Defendants, Aetna need not respond. To the extent Aetna needs to respond to the allegations directed against it, it denies them.

206. To the extent this paragraph directs allegations against other Defendants, Aetna need not respond. To the extent Aetna needs to respond to the allegations directed against it, it denies them.

207. To the extent this paragraph directs allegations against other Defendants, Aetna need not respond. To the extent Aetna needs to respond to the allegations directed against it, it denies them.

COUNT XXI
Negligent Misrepresentation
AECOM

208. Aetna repeats and realleges paragraphs 1 through 106 above as though fully set forth herein.

209. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

210. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

211. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

212. The allegations of this paragraph are directed at another Defendant and therefore Aetna need not respond.

213. The allegations of this paragraph are directed at another Defendant and therefore

Aetna need not respond.

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

214. Aetna repeats and realleges paragraphs 1 through 106 above as though fully set forth herein.

215. To the extent this paragraph directs allegations against other Defendants, Aetna need not respond. To the extent Aetna needs to respond to the allegations directed against it, it denies them.

216. To the extent this paragraph directs allegations against other Defendants, Aetna need not respond. To the extent Aetna needs to respond to the allegations directed against it, it denies them.

217. To the extent this paragraph directs allegations against other Defendants, Aetna need not respond. To the extent Aetna needs to respond to the allegations directed against it, it denies them.

218. To the extent this paragraph directs allegations against other Defendants, Aetna need not respond. To the extent Aetna needs to respond to the allegations directed against it, it denies them.

219. To the extent this paragraph directs allegations against other Defendants, Aetna need not respond. To the extent Aetna needs to respond to the allegations directed against it, it denies them.

220. To the extent this paragraph directs allegations against other Defendants, Aetna need not respond. To the extent Aetna needs to respond to the allegations directed against it, it denies them.

AETNA'S AFFIRMATIVE DEFENSES TO THE STATE'S FIRST AMENDED COMPLAINT

First Affirmative Defense

The State fails to state a claim for which relief may be granted.

Second Affirmative Defense

The State's claims are barred because the damages complained of are the result of actions or omissions of the State or others over whom Aetna had no direction, responsibility, or control.

Third Affirmative Defense

The State's claims are barred and/or any damages alleged against Aetna should be reduced by the comparative and/or contributory negligence of the State or others over whom Aetna had no direction, responsibility, or control.

Fourth Affirmative Defense

The State's claims are barred, in part or in whole, by the applicable statute of limitations and statute of repose.

Fifth Affirmative Defense

The State's claims are barred, in part or in whole, by a failure of consideration.

Sixth Affirmative Defense

The State's claims are barred, in part or in whole, by the doctrine of waiver.

Seventh Affirmative Defense

The State's claims are barred, in part or in whole, by the doctrine of estoppel.

Eighth Affirmative Defense

The State's claims are barred, in part or in whole, by the doctrine of unclean hands.

Ninth Affirmative Defense

The State's claims are barred, in part or in whole, by the State's failure to mitigate its

damages.

Tenth Affirmative Defense

The State's claims are barred, in part or in whole, by assumption of risk.

Eleventh Affirmative Defense

The State's claims are barred, in part or in whole, by the doctrine of laches.

Twelfth Affirmative Defense

The State's claims are barred, in part or in whole, due to the State's spoliation of evidence.

Thirteenth Affirmative Defense

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

Fourteenth Affirmative Defense

The State's claims are barred because the State materially breached the 2021 Design-Build Contract first, relieving Aetna of further performance obligations.

Fifteenth Affirmative Defense

The State's claims are barred because the State breached the implied covenant of good faith and fair dealing.

Sixteenth Affirmative Defense

The State's claims are barred by the doctrine of mutual mistake of material fact.

Seventeenth Affirmative Defense

The State's claims are barred by the doctrine of unilateral mistake of material fact.

Eighteenth Affirmative Defense

The State's claims are barred due to the State's misrepresentations as to the condition of the Washington Bridge in the 2021 RFP.

Nineteenth Affirmative Defense

The State's claims are barred because the State breached the 2021 Design-Build Contract by failing to properly investigate the condition of the Washington Bridge before issuing the 2021 RFP.

Twentieth Affirmative Defense

Aetna 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 to the State's First Amended Complaint.

Dated: June 12, 2025

Respectfully submitted,

AETNA BRIDGE COMPANY

By its attorneys,

/s/ Jackson C. Parmenter

Jackson C. Parmenter, Esq. (#8396)

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CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that, on June 12, 2025, I filed and served a copy of *Aetna's Answer to the State's First Amended Complaint* document through the electronic filing system on all counsel of record.

The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Sarah Desroches

Paralegal

KSPR LAW, PC