

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

STATE OF RHODE ISLAND,

Plaintiff,

v.

C.A. No. PC-2024-04526

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.

**DEFENDANT'S VANASSE HANGEN BRUSTLIN, INC.'S
ANSWER TO PLAINTIFF'S AMENDED COMPLAINT**

Defendant, Vanasse Hangen Brustlin, Inc. ("VHB") Answers the enumerated paragraphs of Plaintiff's Complaint as follows:

INTRODUCTION

The "Introduction" to the Complaint is less a series of factual averments and more of a press release designed for public consumption. While generally speaking most of the statements in the introduction are in fact true and accurate, it is not crafted as a legal filing but designed to sway public opinion. To the extent the introduction alleges any actions or inactions of VHB contributed to the alleged damages asserted in this Complaint, the "Introduction" is denied.

PARTIES

A. The Plaintiff

1. Admitted.

B. The Defendants

2. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
3. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
4. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
5. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
6. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
7. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
8. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
9. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
10. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

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

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

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

14. Admitted.

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, VHB denies the allegations of this paragraph.

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

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

FACTS

A. The Design and Construction of the Washington Bridge

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

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

20. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

21. Admitted.

22. Admitted based on the definition of “balanced” and “unbalanced” cantilever configurations in paragraphs 23 and 24.

23. Admitted.

24. Admitted.

25. Denied.

26. Denied as vague.

27. Denied as vague and over-simplified.

28. Denied.

29. Denied.

30. Admitted.

31. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

32. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

B. The Lichtenstein Report

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

VHB does note that the Lichtenstein Report was not filed in the digital bridge file for all inspectors and consultants to review at subsequent dates.

34. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

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

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

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

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

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

C. The 1996-1998 Rehabilitation of the Washington Bridge

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

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

D. The 2011 MBI Inspection

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

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

44. The allegations of the report speak for itself and VHB denies any allegations inconsistent with the terms of the report.

45. VHB 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. Admitted, but VHB notes that the referenced document speaks for itself and denies any allegations in this paragraph inconsistent with the terms of that document.
47. Admitted, but VHB notes that the referenced document speaks for itself and denies any allegations in this paragraph inconsistent with the terms of that document.
48. Admitted, but VHB notes that the referenced document speaks for itself and denies any allegations in this paragraph inconsistent with the terms of that document.
49. Admitted, but VHB notes that the referenced document speaks for itself and denies any allegations in this paragraph inconsistent with the terms of that document.
50. Admitted, but VHB notes that the referenced document speaks for itself and denies any allegations in this paragraph inconsistent with the terms of that document.
51. Admitted, but VHB notes that the referenced document speaks for itself and denies any allegations in this paragraph inconsistent with the terms of that document.
52. Admitted, but VHB notes that the referenced document speaks for itself and denies any allegations in this paragraph inconsistent with the terms of that document.
53. Admitted, but VHB notes that the referenced document speaks for itself and denies any allegations in this paragraph inconsistent with the terms of that document.
54. Admitted, but VHB notes that the referenced document speaks for itself and denies any allegations in this paragraph inconsistent with the terms of that document.
55. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
56. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

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

58. Upon information and belief, admitted.

59. Upon information and belief, admitted.

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

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

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

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

H. The Cardi Corporation Contract

66. VHB cannot attest to the specific date but admits that the subject contract was entered into and that the contract speaks for itself.

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

I. Other Inspections of the Washington Bridge

68. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph except to note that VHB was not one of those alleged firms.
69. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph and again notes that VHB was not one of these alleged firms.
70. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
71. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
72. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
73. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
74. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
75. VHB 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. VHB lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
77. VHB 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. Admitted, generally though the documents at issue speak for themselves and VHB denies any allegations in the paragraph inconsistent with the terms of the documents.

80. The referenced document speaks for itself and VHB denies any allegations in the paragraph inconsistent with the terms of that document. VHB further notes that whether such a goal was feasible was based upon information provided and limited to the scope of the work in the RFP.

81. The referenced document speaks for itself and VHB denies any allegations in the paragraph inconsistent with the terms of that document.

82. The referenced document speaks for itself and VHB denies any allegations in the paragraph inconsistent with the terms of that document. As noted above, VHB reiterates that whether such a goal was feasible was based upon information provided and limited to the scope of the work in the RFP.

83. The referenced document speaks for itself and VHB denies any allegations in the paragraph inconsistent with the terms of that document.

84. The referenced document speaks for itself and VHB denies any allegations in the paragraph inconsistent with the terms of that document.

85. The referenced document speaks for itself and VHB denies any allegations in the paragraph inconsistent with the terms of that document.

86. The referenced document speaks for itself and VHB denies any allegations in the paragraph inconsistent with the terms of that document.

87. Denied.

88. The referenced document speaks for itself and VHB denies any allegations in the paragraph inconsistent with the terms of that document.

89. The referenced document speaks for itself and VHB denies any allegations in the paragraph inconsistent with the terms of that document.

90. Admitted that RIDOT awarded the project to the joint venture, but VHB lacks sufficient information or belief to either admit or deny the remaining allegations of this paragraph.

91. Denied.

L. The Emergency closure of the Washington Bridge

92. Admitted.

93. Admitted.

94. Admitted.

95. Denied as vague and over-simplified.

M. Physical Wear and Tear Damage to Eastbound Washington Bridge

96. Admitted.

97. Admitted.

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

99. Admitted.

100. Admitted.

101. Admitted.

102. Denied.

103. Denied.

104. Denied.

105. Denied.

106. Denied.

CAUSES OF ACTION

COUNT I

BREACH OF CONTRACT (2014)

AECOM

107. VHB repeats and realleges paragraphs 1-106 above.

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

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

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

COUNT II

NEGLIGENCE

AECOM, Steere, Prime, and Aries Support Services

111. VHB repeats and realleges paragraphs 1-110 above.

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

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

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

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

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

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

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

COUNT III

NEGLIGENCE

Commonwealth Engineers (2019 and 2023 Inspections)

119. VHB repeats and realleges paragraphs 1-118 above.

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

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

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

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

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

COUNT IV
BREACH OF CONTRACT
AECOM (2019)

125. VHB repeats and realleges paragraphs 1-124 above.
126. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
127. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
128. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT V
BREACH OF FIDUCIARY DUTY
AECOM

129. VHB repeats and realleges paragraphs 1-128 above.
130. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
131. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
132. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
133. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
134. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

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

COUNT VI

BREACH OF CONTRACT

TranSystems (2016 and 2022 Inspections)

136. VHB repeats and realleges paragraphs 1-135 above.
137. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
138. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
139. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
140. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT VII

NEGLIGENCE

TranSystems (2016 and 2022 Inspections)

141. VHB repeats and realleges paragraphs 1-140 above.
142. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
143. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
144. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT VIII
BREACH OF CONTRACT
Collins (2017 Inspection)

145. VHB repeats and realleges paragraphs 1-144 above.
146. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
147. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
148. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
149. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT IX
NEGLIGENCE
Collins (2017 Inspection)

150. VHB repeats and realleges paragraphs 1-149 above.
151. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
152. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
153. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT X
BREACH OF CONTRACT
AECOM (2017, 2019, 2020, 2023, Inspections)

154. VHB repeats and realleges paragraphs 1-153 above.
155. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
156. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
157. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
158. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT XI
BREACH OF CONTRACT
MBI (2018 Inspection)

159. VHB repeats and realleges paragraphs 1-158 above.
160. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
161. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
162. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
163. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT XII
NEGLIGENCE
MBI (2018 Inspection)

164. VHB repeats and realleges paragraphs 1-163 above.
165. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
166. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
167. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT XIII
BREACH OF CONTRACT
Jacobs Engineering (2021 Inspection)

168. VHB repeats and realleges paragraphs 1-167 above.
169. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
170. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
171. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
172. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT XIV

NEGLIGENCE

Jacobs Engineering (2021 Inspection)

173. VHB repeats and realleges paragraphs 1-172 above.
174. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
175. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
176. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
177. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT XV

BREACH OF CONTRACT

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

178. VHB repeats and realleges paragraphs 1-177 above.
179. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
180. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
181. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
182. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT XVI
NEGLIGENCE

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

183. VHB repeats and realleges paragraphs 1-182 above.
184. This paragraph states legal conclusions to which no response is required. To the extent it directs allegations against other Defendants, VHB need not respond. To the extent VHB needs to respond to the allegations directed against it, it denies them.
185. This paragraph states legal conclusions to which no response is required. To the extent it directs allegations against other Defendants, VHB need not respond. To the extent VHB needs to respond to the allegations directed against it, it denies them.
186. To the extent this paragraph directs allegations against other Defendants, VHB need not respond. To the extent this paragraph directs allegations against VHB they are denied.
187. To the extent this paragraph directs allegations against other Defendants, VHB need not respond. To the extent this paragraph directs allegations against VHB they are denied.
188. To the extent this paragraph directs allegations against other Defendants, VHB need not respond. To the extent this paragraph directs allegations against VHB they are denied.
189. To the extent this paragraph directs allegations against other Defendants, VHB need not respond. To the extent this paragraph directs allegations against VHB they are denied.

WHEREFORE, VHB demands judgment enter in its favor and against the State of Rhode Island with respect to all claims directed against it, and it be awarded its attorneys' fees and costs and such other relief as this Honorable Court deems proper.

COUNT XVII

CONTRACTUAL INDEMNITY

AECOM, Aetna, Barletta, and the Joint Venture

- 190. VHB repeats and realleges paragraphs 1-189 above.
- 191. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
- 192. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
- 193. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
- 194. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
- 195. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

COUNT XVIII

DECLARATORY JUDGMENT REGARDING

CONTRACTUAL INDEMNITY

AECOM, Aetna, Barletta and the Joint Venture

- 196. VHB repeats and realleges paragraphs 1-195 above.
- 197. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

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

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

COUNT XIX
DECLARATORY JUDGMENT REGARDING
NON-CONTRACTUAL INDEMNITY
All Defendants

200. VHB repeats and realleges paragraphs 1-199 above.

201. To the extent this paragraph directs allegations against other Defendants, VHB need not respond. To the extent this paragraph directs allegations against VHB they are denied.

202. To the extent this paragraph directs allegations against other Defendants, VHB need not respond. To the extent this paragraph directs allegations against VHB they are denied.

203. To the extent this paragraph directs allegations against other Defendants, VHB need not respond. To the extent this paragraph directs allegations against VHB they are denied.

COUNT XX
DECLARATORY JUDGMENT REGARDING
CONTRIBUTION
All Defendants

204. VHB repeats and realleges paragraphs 1-203 above.

205. To the extent this paragraph directs allegations against other Defendants, VHB need not respond. To the extent this paragraph directs allegations against VHB they are

denied.

206. To the extent this paragraph directs allegations against other Defendants, VHB need not respond. To the extent this paragraph directs allegations against VHB they are denied.

207. To the extent this paragraph directs allegations against other Defendants, VHB need not respond. To the extent this paragraph directs allegations against VHB they are denied.

COUNT XXI

Negligent Misrepresentation

AECOM

208. VHB repeats and realleges paragraphs 1-207 above.

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

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

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

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

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

COUNT XXI

Negligent Misrepresentation

The Joint Venture, Barletta and Aetna

214. VHB repeats and realleges paragraphs 1-213 above.
215. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
216. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
217. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
218. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
219. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.
220. The allegations of this paragraph are directed at another Defendant and therefore VHB need not respond.

WHEREFORE, VHB demands judgment enter in its favor and against the State of Rhode Island with respect to all claims directed against it, and it be awarded its attorneys' fees and costs and such other relief as this Honorable Court deems proper.

JURY DEMAND

VHB demands a trial by jury on all of Plaintiff's claims so triable.

AFFIRMATIVE DEFENSES

ONE

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

TWO

The Complaint is barred in part or in whole by the applicable statute of limitations and statute of repose.

THREE

To the extent VHB is found liable for any allegations directed against it in this Complaint, it is entitled to contribution from other tortfeasors.

FOUR

The Complaint is barred and or any damages alleged against VHB should be reduced by the comparative and/or contributory negligence of the State of Rhode Island.

FIVE

The Complaint is barred by the doctrine of waiver.

SIX

The Complaint is barred by the doctrine of estoppel.

SEVEN

The Complaint is barred by the doctrine of unclean hands.

Respectfully submitted,
VANASSE HANGEN BRUSTLIN, INC.
By and through Counsel:

/s/ *Brian C. Newberry, Esq.*

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Date: June 12, 2025

CERTIFICATE OF SERVICE

I hereby certify that this document, filed through the Odyssey File & Serve System, will be sent electronically to the registered participants as identified on the Case Service Contacts List and/or paper copies will be sent, postage pre-paid, to those indicated as non-registered participants on this 12th day of June, 2025. The document is further available for viewing and/or downloading from the System.

/s/ Brian C. Newberry, Esq.
Brian C. Newberry, Esq.

FOR THE STATE OF RHODE ISLAND:

STATE OF RHODE ISLAND

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