

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**

**DEFENDANT BARLETTA HEAVY DIVISION, INC.'s ANSWER AND AFFIRMATIVE  
DEFENSES**

**BARLETTA HEAVY DIVISION INC.'s ANSWER TO THE STATE'S AMENDED  
COMPLAINT**

**INTRODUCTION**

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

**PARTIES**

***A. The Plaintiff***

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

***B. The Defendants***

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

3. Admitted.

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

6. Admitted that the Barletta/Aetna I-195 Washington Bridge North Phase 2 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, Barletta lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

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

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

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

10. Barletta lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

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

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

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

16. With respect to Barletta, 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 Barletta, Barletta 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, Barletta denies the allegations of this paragraph.

## **FACTS**

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

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

19. Barletta 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, Barletta 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. Barletta lacks sufficient information or belief to either admit or deny the allegations

of this paragraph.

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

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

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

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

28. Barletta lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

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

30. Barletta 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 Barletta 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 Barletta denies any allegations

inconsistent with the terms of the report.

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

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

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

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

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

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

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

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

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

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

56. Barletta lacks sufficient information or belief to either admit or deny the allegations

of this paragraph.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

104. Barletta lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

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

106. Barletta 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. Barletta repeats and realleges paragraphs 1-106 above.

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

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

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

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

111. Barletta repeats and realleges paragraphs 1-106.

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

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

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

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

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

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

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

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

119. Barletta repeats and realleges paragraphs 1-106.

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

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

Barletta need not respond.

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

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

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

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

125. Barletta repeats and realleges paragraphs 1-106.

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

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

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

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

129. Barletta repeats and realleges paragraphs 1-106.

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

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

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

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

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

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

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

136. Barletta repeats and realleges paragraphs 1-106.

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

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

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

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

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

141. Barletta repeats and realleges paragraphs 1-106.

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

Barletta need not respond.

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

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

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

145. Barletta repeats and realleges paragraphs 1-106.

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

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

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

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

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

150. Barletta repeats and realleges paragraphs 1-106.

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

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



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

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

154. Barletta repeats and realleges paragraphs 1-106.

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

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

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

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

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

159. Barletta repeats and realleges paragraphs 1-106.

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

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

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

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

Barletta need not respond.

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

164. Barletta repeats and realleges paragraphs 1-106.

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

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

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

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

168. Barletta repeats and realleges paragraphs 1-106.

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

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

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

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

///

///

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

173. Barletta repeats and realleges paragraphs 1-106.

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

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

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

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

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

178. Barletta repeats and realleges paragraphs 1-106.

179. Admitted.

180. Denied.

181. Denied.

182. To the extent it directs allegations against other Defendants, Barletta need not respond. To the extent Barletta 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. Barletta repeats and realleges paragraphs 1-106.

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

185. This paragraph, including subparts, directs allegations against other Defendants. Accordingly, Barletta need not respond. To the extent a response is required, Barletta 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, Barletta need not respond. To the extent Barletta 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, Barletta need not respond. To the extent Barletta needs to respond to the allegations directed against it, it denies them.

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

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

190. Barletta repeats and realleges paragraphs 1-106.

191. Barletta 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, Barletta 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, Barletta need not respond. To the extent Barletta needs to respond to the allegations directed against it, it denies them.

195. To the extent it directs allegations against other Defendants, Barletta need not respond. To the extent Barletta 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. Barletta repeats and realleges paragraphs 1-106 and 191 through 195.

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

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

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

**COUNT XIX**  
**Declaratory Judgment Regarding Non-Contractual Indemnity**  
**All Defendants**

200. Barletta repeats and realleges paragraphs 1-106.

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

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

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

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

204. Barletta repeats and realleges paragraphs 1-106.

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

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

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

denies them.

**COUNT XXI**  
**Negligent Misrepresentation**  
**AECOM**

208. Barletta repeats and realleges paragraphs 1-106.

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

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

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

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

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

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

214. Barletta repeats and realleges paragraphs 1-106.

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

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

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

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

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

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

### **JURY DEMAND**

Barletta demands a trial by jury on all of the State's claims so triable.

### **BARLETTA'S AFFIRMATIVE DEFENSES TO THE STATE'S AMENDED COMPLAINT**

1. The State fails to state a claim for which relief may be granted.
2. 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 Barletta had no direction, responsibility, or control.
3. The State's claims are barred and/or any damages alleged against Barletta should be reduced by the comparative and/or contributory negligence of the State or others over whom Barletta had no direction, responsibility, or control.
4. The State's claims are barred, in part or in whole, by the applicable statute of



limitations and statute of repose.

5. The State's claims are barred, in part or in whole, by a failure of consideration.
6. The State's claims are barred, in part or in whole, by the doctrine of waiver.
7. The State's claims are barred, in part or in whole, by the doctrine of estoppel.
8. The State's claims are barred, in part or in whole, by the doctrine of unclean hands.
9. The State's claims are barred, in part or in whole, by the State's failure to mitigate its damages.
10. The State's claims are barred, in part or in whole, by assumption of risk.
11. The State's claims are barred, in part or in whole, by the doctrine of laches.
12. The State's claims are barred, in part or in whole, due to the State's spoliation of evidence.
13. The State's claims are barred, in part or in whole, by the economic loss doctrine.
14. The State's claims are barred because the State materially breached the 2021 Design-Build Contract first, relieving Barletta of further performance obligations.
15. The State's claims are barred because the State breached the implied covenant of good faith and fair dealing.
16. The State's claims are barred by the doctrine of mutual mistake of material fact.
17. The State's claims are barred by the doctrine of unilateral mistake of material fact.
18. The State's claims are barred due to the State's misrepresentations as to the condition of the Washington Bridge in the 2021 RFP.
19. 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.

20. Barletta 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.

Dated: June 12, 2025

Respectfully submitted,

**FOLEY & LARDNER LLP**

/s/ Jeffrey R. Blease  
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*Admitted Pro Hac Vice*

*Lead Counsel for Barletta Heavy Division, Inc.*

**LYNCH & PINE**

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*Attorney Barletta Heavy Division, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 12th day of June, 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/ Jeffrey B. Pine