

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

STATE OF RHODE ISLAND

Plaintiff,

v.

C.A. No. PC-2024-04526

AECOM TECHNICAL SERVICES, INC., *et al.*

Defendant.

**AECOM TECHNICAL SERVICES, INC.'S ANSWER AND AFFIRMATIVE DEFENSES
TO THE STATE OF RHODE ISLAND'S FIRST AMENDED COMPLAINT**

Defendant AECOM Technical Services, Inc. ("AECOM"), through undersigned counsel, hereby answers Plaintiff the State of Rhode Island's (the "State") First Amended Complaint dated April 15, 2025 (the "Amended Complaint"), and responds *in seriatim*, as follows:

INTRODUCTION

The allegations contained in this section of the Amended Complaint constitute an introductory statement, to which no response is required. To the extent a response is required, such allegations are denied.

PARTIES

A. The Plaintiff

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

Answer:

The first sentence of paragraph 1 of the Amended Complaint states a legal conclusion to which no response is required. AECOM lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 1.

B. The Defendants

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

Answer:

AECOM admits that it is a California corporation with its principal executive office in California and is registered to do and does transact business in the State of Rhode Island. The remaining allegations in paragraph 2 call for legal conclusions, to which no response is required. To the extent the remaining allegations in paragraph 2 bear on the ultimate liability of AECOM, they are denied.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 3, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 4, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 5, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 6, and leaves the State to its proof.

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

this Complaint against Collins are based on its doing business in and with the State of Rhode Island.

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 7, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 8, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 9, and leaves the State to its proof.

10. Defendant Michael Baker International, Inc., f/k/a Michael Baker, Jr., Inc. (“MBI”) is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business located therein. MBI is registered to do and does business in

the State of Rhode Island. Further, the claims in this Complaint against MBI are based on its doing business in and with the State of Rhode Island.

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 10, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 11, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 12, and leaves the State to its proof.

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

the claims in this Complaint against TranSystems are based on its doing business in and with the State of Rhode Island.

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 13, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 14, and leaves the State to its proof.

JURISDICTION AND VENUE

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

Answer:

The allegations in paragraph 15 call for legal conclusions to which no response is required. To the extent that a response is required, AECOM denies the allegations in paragraph 15.

16. This Court has jurisdiction over all the Defendants because all have sufficient minimum contacts with the State of Rhode Island. They are either (a) organized and existing under the laws of the State of Rhode Island; or (b) registered to do business in the State of Rhode Island

and in fact have done business in the State of Rhode Island; and further because (c) the Defendants' conduct in the events and circumstances giving rise to this lawsuit occurred in the State of Rhode Island.

Answer:

The allegations in paragraph 16 call for legal conclusions to which no response is required. To the extent that a response is required, AECOM denies the allegations in paragraph 16.

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

Answer:

The allegations in paragraph 17 call for legal conclusions to which no response is required. To the extent that a response is required, AECOM denies the allegations in paragraph 17.

FACTS

A. The Design and Construction of the Washington Bridge

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 18, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 19, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 20, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 21, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 22, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 23, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 24, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 25, and leaves the State to its proof.

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

Answer:

The allegations in paragraph 26 reference a written document which speaks for itself. AECOM denies any allegation contained in paragraph 26 which mischaracterizes, misquotes, or is inconsistent with the terms of the written document.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 27, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 28, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 29, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 30, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 31, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 32, and leaves the State to its proof.

B. The Lichtenstein Report

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

Answer:

AECOM admits that the Washington Bridge has been inspected “a number of times.” AECOM lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 33, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 34, and leaves the State to its proof.

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

Answer:

The allegations in paragraph 35 reference a written document which speaks for itself but which is not appended to the Amended Complaint and is not in AECOM’s possession. AECOM denies any allegation contained in paragraph 35 which mischaracterizes, misquotes, or is inconsistent with the terms of the written document.

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

Answer:

The allegations in paragraph 36 reference a written document which speaks for itself but which is not appended to the Amended Complaint and is not in AECOM’s possession. AECOM denies any allegation contained in paragraph 36 which mischaracterizes, misquotes, or is inconsistent with the terms of the written document.

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

Answer:

The allegations in paragraph 37 reference a written document which speaks for itself but which is not appended to the Amended Complaint and is not in AECOM’s possession. AECOM denies any allegation contained in paragraph 37 which mischaracterizes, misquotes, or is inconsistent with the terms of the written document.

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

Answer:

The allegations in paragraph 38 reference a written document which speaks for itself but which is not appended to the Amended Complaint and is not in AECOM’s possession.

AECOM denies any allegation contained in paragraph 38 which mischaracterizes, misquotes, or is inconsistent with the terms of the written document.

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

Answer:

The allegations in the first two sentences of paragraph 39 reference a written document which speaks for itself but which is not appended to the Amended Complaint and is not in AECOM’s possession. AECOM denies any allegation contained in the first two sentences of paragraph 39 which mischaracterizes, misquotes, or is inconsistent with the terms of the written document. AECOM lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 39, and leaves the State to its proof.

C. The 1996-1998 Rehabilitation of the Washington Bridge

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 40, and leaves the State to its proof. AECOM further notes

that the terms ““major rehabilitation project” and “significant deterioration” are vague and undefined.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 41, and leaves the State to its proof.

D. The 2011 MBI Inspection

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

Answer:

AECOM admits that the Washington Bridge has been inspected since 1998 but is not privy to the “regular intervals” at which it was inspected and/or what constitutes a “regular interval”. AECOM lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 42, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 43, and leaves the State to its proof.

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

Answer:

The allegations in paragraph 44 reference a written document which speaks for itself. AECOM denies any allegation contained in paragraph 44 which mischaracterizes,

misquotes, or is inconsistent with the terms of the written document. AECOM notes, however, the State’s admitted knowledge of the poor condition of the superstructure as of 2011.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 45, and leaves the State to its proof.

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

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

Answer:

AECOM admits the allegations in the first sentence of paragraph 46. The remaining allegations in paragraph 46 reference a written document that speaks for itself, but is not attached to the Amended Complaint. AECOM denies any allegation contained in paragraph 46 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document.

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

Answer:

The allegations in paragraph 47 reference a written document that speaks for itself, but is not attached to the Amended Complaint. AECOM denies any allegation contained in paragraph 47 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document.

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

Answer:

The allegations in the first sentence of paragraph 48 reference a written document that speaks for itself, but is not attached to the Amended Complaint. AECOM denies any allegation contained in the first sentence of paragraph 48 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document. AECOM lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 48, and leaves the State to its proof. Also, to the extent that this paragraph asserts a legal conclusion, AECOM is not required to respond. To the extent a response is necessary, AECOM denies the allegations therein.

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

Answer:

The allegations in paragraph 49 reference a written document that speaks for itself, but is not attached to the Amended Complaint. AECOM denies any allegation contained in paragraph 49 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document.

50. Phase 1 of the project—referred to as “Study & Development”—was intended “to develop and recommend the scope of the necessary bridge rehabilitation.” As the RFP required, “[t]he Consultant will initiate Phase 1 by performing a bridge inspection and developing a bridge inspection/evaluation report, which will include the preparation of a preliminary cost estimate that will be used to help program final design and construction of the bridge rehabilitation.”

Answer:

The allegations in paragraph 50 reference a written document that speaks for itself, but is not attached to the Amended Complaint. AECOM denies any allegation contained in paragraph 50 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document. AECOM lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 50, and leaves the State to its proof.

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

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

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

Answer:

The allegations in paragraph 51 and subparagraphs a. and b., reference a written document that speaks for itself, but is not attached to the Amended Complaint. AECOM denies any allegation contained in paragraph 51 and subparagraphs a. and d. that mischaracterizes, misquotes, or is inconsistent with the terms of the written document. AECOM lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 51, and leaves the State to its proof.

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

Answer:

The allegations in paragraph 52 reference a written document that speaks for itself, but is not attached to the Amended Complaint. AECOM denies any allegation contained in paragraph 52 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document. AECOM lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 52, and leaves the State to its proof.

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

Answer:

The allegations in paragraph 53 reference a written document that speaks for itself, but is not attached to the Amended Complaint. AECOM denies any allegation contained in paragraph 53 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document. AECOM lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 53, and leaves the State to its proof.

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

Answer:

The allegations in paragraph 54 reference a written document that speaks for itself, but is not attached to the Amended Complaint. AECOM denies any allegation contained in paragraph 54 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document. AECOM lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 54, and leaves the State to its proof.

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

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

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

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

Answer:

The allegations in paragraph 55, including subparagraphs a. through c., reference a written document that speaks for itself, but is not attached to the Amended Complaint. AECOM denies any allegation contained in paragraph 55, including subparagraphs a. through c., that mischaracterizes, misquotes, or is inconsistent with the terms of the written document. AECOM denies the remaining allegations in paragraph 55, and leaves the State to its proof.

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

Answer:

The allegations in paragraph 56 reference a written document that speaks for itself, but is not attached to the Amended Complaint. AECOM denies any allegation contained in paragraph 56 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document.

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

Answer:

The allegations in the first sentence of paragraph 57 reference a written document that speaks for itself, but is not attached to the Amended Complaint. AECOM denies any allegation contained in the first sentence of paragraph 57 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document. AECOM denies the remaining allegations in paragraph 57.

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

Answer:

AECOM admits that it was selected as design consultant in response to the State's RFP, but denies that it was engaged to perform "complete" design services for the bridge rehabilitation. The scope of AECOM's work is set forth in the Contract between AECOM and the State, which speaks for itself. AECOM denies any allegation contained in paragraph 58 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document. AECOM denies the remaining allegations in paragraph 58.

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

Answer:

AECOM admits that on January 29, 2014 the State and AECOM executed Contract Number 2014-EB-003 (the “2014 AECOM Contract”), which is not attached to the Amended Complaint. The 2014 AECOM Contract speaks for itself as to the scope of work for which AECOM was contracted to perform. To the extent a response is required, AECOM denies any allegation contained in paragraph 59 that mischaracterizes, misquotes, or is inconsistent with the terms of the 2014 AECOM Contract.

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

Answer:

AECOM admits that it engaged Steere Engineering, Inc., PRIME AE Group, Inc., and Aries Support Services, Inc. as subconsultants in connection with the 2014 AECOM Contract. The remaining allegations in paragraph 60 appear to reference a written document which speaks for itself, but is not attached to the Amended Complaint. To the extent a response is required, AECOM denies any remaining allegation contained in paragraph 60 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document.

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

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

Answer:

The allegations in paragraph 61 reference written documents which speak for themselves, but are not attached to the Amended Complaint. To the extent a response is required, AECOM denies any allegation contained in paragraph 61 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document. AECOM denies the remaining allegations in the second sentence of paragraph 61.

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

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

Answer:

AECOM admits the allegations in paragraph 62 but notes that this work was done in conjunction and with the input and assistance of RIDOT.

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

Answer:

AECOM objects to the term "2016 Construction Plans" as vague and ambiguous. AECOM admits that it transmitted proposed solicitation advertising disks, two full size and half size plans and two Contract Books for the subject project to RIDOT for RIDOT's review and approval on September 26, 2016, in advance of a pre-bid conference that was scheduled to take place on October 6, 2016. AECOM denies the remaining allegations in paragraph 63.

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

Answer:

AECOM objects to the term “2016 Construction Plans” as vague and ambiguous. AECOM admits that it engaged subconsultants Steere, Prime and Aries Support Services to assist in the preparation of certain portions of the bid solicitation documents referenced in AECOM’s answer to paragraph 63 above, for the input, review and approval of RIDOT.

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

Answer:

AECOM denies the allegations in paragraph 65.

H. The Cardi Corporation Contract

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 66, and leaves the State to its proof.

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

Answer:

AECOM denies that it was responsible for Cardi Corporation’s work adhering to the traffic management requirements. AECOM lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 67, and leaves the State to its proof.

I. Other Inspections of the Washington Bridge

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 68, and leaves the State to its proof.

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

Answer:

It is not clear what "critical elements" the State refers to in paragraph 69. Notwithstanding such lack of specificity, AECOM denies that it failed to adequately recognize or address critical elements of the bridge's structural safety and integrity, or that the scope of work it was contracted to perform by the State required that it do so. AECOM's obligation was to inspect areas as requested by the State and to report its findings to the state. It was not AECOM's contractual or legal obligation to "address" such findings. Rather, the State conducted its own review of inspection findings and determined what, if any, actions to take in light of such inspection findings. AECOM lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 69, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 70, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 71, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 72, and leaves the State to its proof.

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

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

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

c. AECOM conducted a special inspection of the Washington Bridge from October 10, 2017 to October 27, 2017. This inspection involved inspections

of the beam ends of the drop-in girders located in Spans 1 through 6 and 8 through 14 of the Washington Bridge.

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

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

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

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

h. TranSystems conducted a special inspection of the Washington Bridge over the course of multiple days between July 7, 2022 and July 22, 2022. The primary reason for the special inspection was to investigate the deteriorated condition.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 73, subparagraphs a., b., d., g., and h which relate to inspections allegedly performed by other entities, and leaves the State to its proof. AECOM admits the allegations in paragraph 73, subparagraphs c., e., f., and i.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 74 to the extent they relate to entities other than AECOM, and leaves the State to its proof. As to inspections performed by AECOM only, AECOM admits that following its inspections of the Washington Bridge, it reported its findings to RIDOT. AECOM bore no responsibility for deciding what, if any, actions would be taken by RIDOT in consideration of such inspection findings.

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

Answer:

It is not clear what "critical elements" the State refers to in paragraph 69. Notwithstanding such lack of specificity, AECOM denies that it "failed to identify, recognize, or address critical elements of the bridge's structural safety and integrity." To the extent paragraph 75 refers to other engineering firms, AECOM lacks knowledge or information sufficient to form a belief as to the truth of such allegations in paragraph 75, and leaves the State to its proof.

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

76. In 2019, the State and AECOM entered into a Notice of Change/Contract Addendum (the "2019 AECOM Contract"), pursuant to which the State agreed to pay AECOM

additional funds for the creation of a Design-Build RFP package (the “2019 Design-Build Solicitation”) and for Construction Phase Services.

Answer:

AECOM admits that in 2019 the State and AECOM entered into a Notice of Change/Contract Addendum (the “2019 AECOM Contract”), which is not attached to the Amended Complaint. AECOM notes that it was the State that elected to change the contract scope. The 2019 AECOM Contract speaks for itself as to the remaining allegations in paragraph 76. To the extent a response is required, AECOM denies any allegation contained in paragraph 76 that mischaracterizes, misquotes, or is inconsistent with the terms of the 2019 AECOM Contract.

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

Answer:

The allegations in paragraph 77 reference a written document that speaks for itself, but is not attached to the Amended Complaint. AECOM denies any allegation contained in paragraph 77 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document.

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

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

Answer:

The allegations in paragraph 78 reference a written document that speaks for itself, but is not attached to the Amended Complaint. AECOM denies any allegation contained in paragraph 78 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 79, and leaves the State to its proof.

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

Answer:

The allegations in paragraph 80 reference a written document that speaks for itself, but is not attached to the Amended Complaint. AECOM denies any allegation contained in paragraph 80 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document.

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

Answer:

The allegations in paragraph 81 reference a written document that speaks for itself, but is not attached to the Amended Complaint. AECOM denies any allegation contained in paragraph 81 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of paragraph 82. The remaining allegations in paragraph 80 reference a written document that speaks for itself, but is not attached to the Amended Complaint. AECOM denies any remaining allegation contained in paragraph 82 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document.

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

Answer:

The allegations in paragraph 83 reference a written document that speaks for itself, and is not attached to the Amended Complaint. AECOM denies any allegation contained in paragraph 83 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document.

84. The Joint Venture's proposal identified VHB as its lead designer. The proposal specifically highlighted VHB's "Valuable Knowledge of the Site" based on its participation in

earlier rehabilitation efforts. The proposal stated that VHB's design work would be supplemented by Commonwealth Engineers' design work.

Answer:

The allegations in paragraph 84 reference a written document that speaks for itself, and is not attached to the Amended Complaint. AECOM denies any allegation contained in paragraph 84 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document.

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

Answer:

The allegations in paragraph 85 reference a written document that speaks for itself, and is not attached to the Amended Complaint. AECOM denies any allegation contained in paragraph 85 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document.

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

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

(Emphasis added).

Answer:

The allegations in paragraph 86 reference a written document that speaks for itself, and is not attached to the Amended Complaint. AECOM denies any allegation contained in

paragraph 86 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 87, and leaves the State to its proof. To the extent the allegations in paragraph 87 reference a written document, such document speaks for itself. AECOM denies any allegation contained in paragraph 87 that mischaracterizes, misquotes, or is inconsistent with the terms of such written document.

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

Answer:

The allegations in paragraph 88 reference a written document that speaks for itself, and is not attached to the Amended Complaint. AECOM denies any allegation contained in paragraph 88 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document.

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

Answer:

The allegations in paragraph 89 reference a written document that speaks for itself, and is not attached to the Amended Complaint. AECOM denies any allegation contained in paragraph 89 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 90, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 91, and leaves the State to its proof. To the extent the allegations in paragraph 91 reference a written document, such document speaks for itself. AECOM denies any allegation contained in paragraph 91 that mischaracterizes, misquotes, or is inconsistent with the terms of such written document.

L. The Emergency Closure of the Washington Bridge

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 92, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 93, and leaves the State to its proof.

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

Answer:

AECOM admits that RIDOT issued an emergency declaration on December 11, 2023 closing the Washington Bridge. AECOM lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 94, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 95, and leaves the State to its proof. AECOM notes that the State has refused to supply the report procured by the State and/or the results of its investigation.

M. Physical Wear and Tear Damage to Eastbound Washington Bridge

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

Answer:

AECOM admits the allegations in paragraph 96.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 97, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 98, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 99, and leaves the State to its proof.

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

Answer:

AECOM denies the allegations in paragraph 100.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 101, and leaves the State to its proof.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 102, and leaves the State to its proof. Absent further information from the State, the allegations are denied.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 103, and leaves the State to its proof. Absent further information from the State, the allegations are denied.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 104, and leaves the State to its proof. Absent further information from the State, the allegations are denied.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 105, and leaves the State to its proof. Absent further information from the State, the allegations are denied.

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

Answer:

AECOM lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 106, and leaves the State to its proof. Absent further information from the State, the allegations are denied.

CAUSES OF ACTION

**COUNT I
Breach of Contract (2014)
AECOM**

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

Answer:

AECOM repeats and incorporates by reference all of its responses above as if fully set forth herein.

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

Answer:

AECOM admits the allegations in paragraph 108.

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

Answer:

Paragraph 109 states a legal conclusion that does not require a response. To the extent that a response is required, AECOM denies the allegations in paragraph 109.

110. As a direct and proximate result of AECOM's breaches of the 2014 AECOM Contract, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

Answer:

Paragraph 110 states a legal conclusion that does not require a response. To the extent that a response is required, AECOM denies the allegations in paragraph 110.

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

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

Answer:

AECOM repeats and incorporates by reference all of its responses above as if fully set forth herein.

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

Answer:

Paragraph 112 states a legal conclusion to which no response is required. To the extent that a response is required, paragraph 112 is denied as to AECOM. AECOM denies

knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 112, and leaves the State to its proof.

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

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

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

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

d. “approve and seal only those design documents that conform to accepted engineering standards and safeguard the life, health, property, and welfare of the public,” 430-

e. RICR-00-00-1.7(C)(2);

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

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

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

Answer:

Paragraph 113 and subparagraphs a. through g. state legal conclusions to which no response is required. To the extent that a response is required, paragraph 113 and subparagraphs a. through g. thereof are denied as to AECOM. AECOM denies knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 113, and leaves the State to its proof.

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

Answer:

Paragraph 114 states a legal conclusion to which no response is required. To the extent that a response is required, paragraph 114 is denied as to AECOM. AECOM denies knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 114, and leaves the State to its proof..

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

Answer:

Paragraph 115 states a legal conclusion to which no response is required. To the extent that a response is required, paragraph 115 is denied.

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

- a. “shall be liable for all damage caused by its negligent acts, or its errors or omissions in its services under this Agreement or any supplements to this Agreement,” Contract No. 2014- EB-003, Art. X, § B(2);
- b. “shall rebuild, repair, restore, and make good all losses, injuries, or damages to any portion of the work from any cause except those beyond the control of and without the fault or negligence of” AECOM, § 12.104.14 – State of Rhode Island Procurement Regulations: Section 12 Rhode Island Department of Transportation Projects (incorporated into the 2014 AECOM Contract); and

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

Answer:

AECOM admits that the State and AECOM are parties to the 2014 AECOM Contract. The remaining allegations in paragraph 116 reference a written document that speaks for itself, but is not attached to the Amended Complaint. AECOM denies any allegation contained in paragraph 116 that mischaracterizes, misquotes, or is inconsistent with the terms of the written document.

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

Answer:

Paragraph 117 states a legal conclusion to which no response is required. To the extent that a response is required, paragraph 117 is denied as to AECOM. AECOM denies knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 117, and leaves the State to its proof..

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

Answer:

Paragraph 118 states a legal conclusion to which no response is required. To the extent that a response is required, paragraph 118 is denied as to AECOM. AECOM denies knowledge or information sufficient to form a belief about the truth of the remaining allegations in paragraph 118, and leaves the State to its proof..

COUNT III
Negligence
Commonwealth Engineers (2019 and 2023 Inspections)

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

Answer:

AECOM repeats and incorporates by reference all of its responses above as if fully set forth herein. AECOM further notes that Count III is not directed against AECOM, and as such no response is necessary.

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

Answer:

The allegations in paragraph 120 pertain to a defendant other than AECOM; as such, no response is required.

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

Answer:

The allegations in paragraph 121 pertain to a defendant other than AECOM; as such, no response is required.

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

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

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

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

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

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

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

g. “not misrepresent or exaggerate their degree of responsibility in prior assignments or the complexity of said assignments [or] misrepresent pertinent facts

concerning past accomplishments” incident to the solicitation of business, 430-RICR-00-00-1.7(E)(1).

Answer:

The allegations in paragraph 122 pertain to a defendant other than AECOM; as such, no response is required.

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

Answer:

The allegations in paragraph 123 pertain to a defendant other than AECOM; as such, no response is required.

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

Answer:

The allegations in paragraph 124 pertain to a defendant other than AECOM; as such, no response is required.

COUNT IV
Breach of Contract (2019)
AECOM

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

Answer:

AECOM repeats and incorporates by reference all of its responses above as if fully set forth herein.

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

Answer:

AECOM admits the allegations in paragraph 126.

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

Answer:

Paragraph 127 states a legal conclusion to which no response is required. To the extent that a response is required, paragraph 127 is denied.

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

Answer:

Paragraph 128 states legal conclusions that do not require a response. To the extent that a response is required, AECOM denies the allegations in paragraph 128.

COUNT V
Breach of Fiduciary Duty
AECOM

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

Answer:

AECOM repeats and incorporates by reference all of its responses above as if fully set forth herein.

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

Answer:

Paragraph 130 states a legal conclusion to which no response is necessary. To the extent a reply is required, AECOM denies the allegations therein.

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

Answer:

Paragraph 131 states a legal conclusion to which no response is necessary. To the extent a reply is required, AECOM denies the allegations therein.

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

Answer:

Paragraph 132 states a legal conclusion that does not require a response. To the extent that a response is required, AECOM denies the allegations in paragraph 132.

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

Answer:

Paragraph 133 states a legal conclusion that does not require a response. To the extent that a response is required, AECOM denies the allegations in paragraph 133.

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

Answer:

Paragraph 134 states a legal conclusion that does not require a response. To the extent that a response is required, AECOM denies the allegations in paragraph 134.

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

Answer:

Paragraph 135 states legal conclusions that do not require a response. To the extent that a response is required, AECOM denies the allegations in paragraph 135.

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

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

Answer:

AECOM repeats and incorporates by reference all of its responses above as if fully set forth herein. AECOM further notes that Count VI is not directed against AECOM and as such no response is required.

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

Answer:

The allegations in paragraph 137 pertain to a defendant other than AECOM; as such, no response is required.

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

Answer:

The allegations in paragraph 138 pertain to a defendant other than AECOM; as such, no response is required.

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

Answer:

The allegations in paragraph 139 pertain to a defendant other than AECOM; as such, no response is required.

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

Answer:

The allegations in paragraph 140 pertain to a defendant other than AECOM; as such, no response is required.

COUNT VII
Negligence
TranSystems (2016 and 2022 Inspections)

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

Answer:

AECOM repeats and incorporates by reference all of its responses above as if fully set forth herein. AECOM further notes that Count VII is not directed against AECOM and as such no response is required.

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

Answer:

The allegations in paragraph 142 pertain to a defendant other than AECOM; as such, no response is required.

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

Answer:

The allegations in paragraph 143 pertain to a defendant other than AECOM; as such, no response is required.

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

Answer:

The allegations in paragraph 144 pertain to a defendant other than AECOM; as such, no response is required.

COUNT VIII
Breach of Contract
Collins (2017 Inspection)

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

Answer:

AECOM repeats and incorporates by reference all of its responses above as if fully set forth herein. AECOM further notes that Count VIII is not directed against AECOM and as such no response is required.

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

Answer:

The allegations in paragraph 146 pertain to a defendant other than AECOM; as such, no response is required.

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

Answer:

The allegations in paragraph 147 pertain to a defendant other than AECOM; as such, no response is required.

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

Answer:

The allegations in paragraph 148 pertain to a defendant other than AECOM; as such, no response is required.

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

Answer:

The allegations in paragraph 149 pertain to a defendant other than AECOM; as such, no response is required.

COUNT IX
Negligence
Collins (2017 Inspection)

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

Answer:

AECOM repeats and incorporates by reference all of its responses above as if fully set forth herein. AECOM further notes that Count IX is not directed against AECOM and as such no response is required.

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

Answer:

The allegations in paragraph 151 pertain to a defendant other than AECOM; as such, no response is required.

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

Answer:

The allegations in paragraph 152 pertain to a defendant other than AECOM; as such, no response is required.

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

Answer:

The allegations in paragraph 153 pertain to a defendant other than AECOM; as such, no response is required.

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

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

Answer:

AECOM repeats and incorporates by reference all of its responses above as if fully set forth herein.

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

Answer:

AECOM admits that it was engaged by the State to perform inspections in 2014 and 2019. The remaining allegations in paragraph 155 reference written documents that speak for themselves, but are not attached to the Amended Complaint. AECOM denies any allegation contained in paragraph 155 that mischaracterizes, misquotes, or is inconsistent with the terms of the written documents.

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

Answer:

AECOM admits that it conducted inspections of the Washington Bridge on October 27, 2017, July 24, 2019, July 22, 2020 and July 21, 2023 pursuant to contracts AECOM entered into with the State.

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

Answer:

Paragraph 157 states a legal conclusion to which no response is required. To the extent that a response is required, paragraph 157 is denied.

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

Answer:

Paragraph 158 states legal conclusions to which no response is required. To the extent that a response is required, paragraph 158 is denied.

COUNT XI
Breach of Contract
MBI (2018 Inspection)

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

Answer:

AECOM repeats and incorporates by reference all of its responses above as if fully set forth herein. AECOM further notes that Count XI is not directed against AECOM and as such no response is required.

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

Answer:

The allegations in paragraph 160 pertain to a defendant other than AECOM; as such, no response is required.

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

Answer:

The allegations in paragraph 161 pertain to a defendant other than AECOM; as such, no response is required.

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

Answer:

Paragraph 162 states a legal conclusion and pertains to a defendant other than AECOM; as such, no response is required.

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

Answer:

Paragraph 163 states legal conclusions and pertains to a defendant other than AECOM; as such, no response is required.

COUNT XII
Negligence
MBI (2018 Inspection)

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

Answer:

AECOM repeats and incorporates by reference all of its responses above as if fully set forth herein. AECOM further notes that Count XII is not directed against AECOM and as such no response is required.

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

Answer:

Paragraph 165 states a legal conclusion and pertains to a defendant other than AECOM; as such, no response is required.

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

Answer:

Paragraph 166 states a legal conclusion and pertains to a defendant other than AECOM; as such, no response is required.

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

Answer:

Paragraph 167 state legal conclusions and pertains to a defendant other than AECOM; as such, no response is required.

COUNT XIII
Breach of Contract
Jacobs Engineering (2021 Inspection)

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

Answer:

AECOM repeats and incorporates by reference all of its responses above as if fully set forth herein. AECOM further notes that Count XIII is not directed against AECOM and as such no response is required.

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

Answer:

The allegations in paragraph 169 pertain to a defendant other than AECOM; as such, no response is required.

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

Answer:

The allegations in paragraph 170 pertain to a defendant other than AECOM; as such, no response is required.

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

Answer:

Paragraph 171 pertains to a defendant other than AECOM; as such, no response is required.

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

Answer:

Paragraph 172 pertains to a defendant other than AECOM; as such, no response is required.

COUNT XIV
Negligence
Jacobs Engineering (2021 Inspection)

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

Answer:

AECOM repeats and incorporates by reference all of its responses above as if fully set forth herein. AECOM further notes that Count XIV is not directed against AECOM and as such no response is required.

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

Answer:

Paragraph 174 pertains to a defendant other than AECOM; as such, no response is required.

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

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

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

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

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

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

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

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

Answer:

Paragraph 175 pertains to a defendant other than AECOM; as such, no response is required.

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

along the post-tensioned cables in the post-tensioned cantilever beams; (e) recommend repairs to address the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams; (f) ensure they possessed adequate technical competence, experience, and skill to perform the work; and (g) honestly convey their past experience and competence when soliciting to be chosen by the State to perform the work.

Answer:

Paragraph 176 pertains to a defendant other than AECOM; as such, no response is required.

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

Answer:

Paragraph 177 pertains to a defendant other than AECOM; as such, no response is required.

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

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

Answer:

AECOM repeats and incorporates by reference all of its responses above as if fully set forth herein. AECOM further notes that Count XV is not directed against AECOM and as such no response is required.

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

Answer:

The allegations in paragraph 179 pertain to a defendant other than AECOM; as such, no response is required.

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

Answer:

Paragraph 180 pertains to a defendant other than AECOM; as such, no response is required.

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

Answer:

Paragraph 181 pertains to a defendant other than AECOM; as such, no response is required.

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

Answer:

Paragraph 182 pertains to defendants other than AECOM; as such, no response is required.

COUNT XVI

Negligence

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

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

Answer:

AECOM repeats and incorporates by reference all of its responses above as if fully set forth herein. AECOM further notes that Count XVI is not directed against AECOM and as such no response is required.

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

Answer:

Paragraph 184 pertains to defendants other than AECOM; as such, no response is required.

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

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

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

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

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

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

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

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

Answer:

Paragraph 185 pertains to defendants other than AECOM; as such, no response is required.

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

Answer:

Paragraph 186 pertains to defendants other than AECOM; as such, no response is required.

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

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

Answer:

The allegations in paragraph 187 pertain to a defendant other than AECOM; as such, no response is required.

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

Answer:

Paragraph 188 pertains to defendants other than AECOM; as such, no response is required.

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

Answer:

Paragraph 189 pertains to defendants other than AECOM; as such, no response is required.

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

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

Answer:

AECOM repeats and incorporates by reference all of its responses above as if fully set forth herein.

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

Answer:

AECOM objects to responding to the allegations in paragraph 191 to the extent they relate to Count XVII, which has been stayed by Order of the Court dated February 27, 2025. Without waiving that objection, paragraph 191 states a legal conclusion to which no response is required. To the extent a response is required, paragraph 191 is denied as to AECOM.

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

Answer:

AECOM objects to responding to the allegations in paragraph 192 to the extent they relate to Count XVII, which has been stayed by Order of the Court dated February 27, 2025. Without waiving that objection, paragraph 192 states a legal conclusion to which no response is required. To the extent a response is required, paragraph 192 is denied.

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

Answer:

AECOM objects to responding to the allegations in paragraph 193 to the extent they relate to Count XVII, which has been stayed by Order of the Court dated February 27, 2025. Without waiving that objection, paragraph 193 calls for legal conclusions to which no response is required. To the extent a response is required, paragraph 193 is denied.

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

Answer:

AECOM objects to responding to the allegations in paragraph 194 to the extent they relate to Count XVII, which has been stayed by Order of the Court dated February 27, 2025. Without waiving that objection, paragraph 194 states a legal conclusion and pertains to a defendant other than AECOM; as such, no response is required. To the extent a response is required, paragraph 194 is denied.

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

Answer:

AECOM objects to responding to the allegations in paragraph 195 to the extent they relate to Count XVII, which has been stayed by Order of the Court dated February 27, 2025.

Without waiving that objection, paragraph 195 calls for legal conclusions and pertains to defendants other than AECOM; as such, no response is required. To the extent a response is required, paragraph 195 is denied.

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

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

Answer:

AECOM repeats and incorporates by reference all of its responses above as if fully set forth herein.

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

Answer:

AECOM objects to responding to the allegations in paragraph 197 to the extent they relate to Count XVIII, which has been stayed by Order of the Court dated February 27, 2025. Without waiving that objection, paragraph 197 states a legal conclusion to which no response is required. To the extent a response is required, paragraph 197 is denied.

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

Answer:

AECOM objects to responding to the allegations in paragraph 198 to the extent they relate to Count XVIII, which has been stayed by Order of the Court dated February 27, 2025. Without waiving that objection, paragraph 198 states a legal conclusion to which no response is required. To the extent a response is required, paragraph 198 is denied.

199. To the extent that in the future, the State incurs damages, losses, and/or expenses in connection with one or more claims hereinafter asserted by one or more third parties against the State arising out of the acts or omissions of AECOM and the Joint Venture or each of them, the State is entitled to indemnity from these Defendants against such damages, losses, and/or expenses. WHEREFORE, the State of Rhode Island demands a declaratory judgment declaring that AECOM, the Joint Venture, Aetna, and Barletta are liable to indemnify the State for its liability to third parties arising out of AECOM's, the Joint Venture's, Aetna's, and Barletta's conduct as set forth herein, and to defend and hold harmless the State from such claims asserted by third parties.

Answer:

AECOM objects to responding to the allegations in paragraph 199 to the extent they relate to Count XVIII, which has been stayed by Order of the Court dated February 27, 2025. Without waiving that objection, paragraph 199 states a legal conclusion to which no response is required. To the extent a response is required, paragraph 199 is denied.

COUNT XIX
Declaratory Judgment Regarding Non-Contractual Indemnity
All Defendants

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

Answer:

AECOM repeats and incorporates by reference all of its responses above as if fully set forth herein.

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

Answer:

AECOM objects to responding to the allegations in paragraph 201 to the extent they relate to Count XIX, which has been stayed by Order of the Court dated February 27, 2025. Without waiving that objection, paragraph 201 states a legal conclusion to which no response is required. To the extent a response is required, paragraph 201 is denied.

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

Answer:

AECOM objects to responding to the allegations in paragraph 202 to the extent they relate to Count XIX, which has been stayed by Order of the Court dated February 27, 2025.

Without waiving that objection, paragraph 202 states a legal conclusion to which no response is required. To the extent a response is required, paragraph 202 is denied.

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

Answer:

AECOM objects to responding to the allegations in paragraph 203 to the extent they relate to Count XIX, which has been stayed by Order of the Court dated February 27, 2025. Without waiving that objection, paragraph 203 states a legal conclusion to which no response is required. To the extent a response is required, paragraph 203 is denied.

COUNT XX
Declaratory Judgment Regarding Contribution
All Defendants

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

Answer:

AECOM repeats and incorporates by reference all of its responses above as if fully set forth herein.

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

Answer:

AECOM objects to responding to the allegations in paragraph 205 to the extent they relate to Count XX, which has been stayed by Order of the Court dated February 27, 2025.

Without waiving that objection, paragraph 205 states a legal conclusion to which no response is required. To the extent a response is required, paragraph 205 is denied.

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

Answer:

AECOM objects to responding to the allegations in paragraph 206 to the extent they relate to Count XX, which has been stayed by Order of the Court dated February 27, 2025. Without waiving that objection, paragraph 206 states a legal conclusion to which no response is required. To the extent a response is required, paragraph 206 is denied.

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

Answer:

AECOM objects to responding to the allegations in paragraph 207 to the extent they relate to Count XX, which has been stayed by Order of the Court dated February 27, 2025. Without waiving that objection, paragraph 207 states a legal conclusion to which no response is required. To the extent a response is required, paragraph 207 is denied.

COUNT XXI
Negligent Misrepresentation
AECOM

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

Answer:

AECOM repeats and incorporates by reference all of its responses above as if fully set forth herein.

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

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

Answer:

AECOM denies the allegations in paragraph 209.

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

Answer:

AECOM denies the allegations in paragraph 210.

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

Answer:

AECOM denies the allegations in paragraph 211.

212. RIDOT justifiably relied on one or more of AECOM's misrepresentations when it chose AECOM to perform inspections of the Washington Bridge, perform design services for the

rehabilitation of the Washington Bridge, and/or perform the 2019 Design-Build and construction phase services.

Answer:

AECOM denies the allegations in paragraph 212.

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

Answer:

Paragraph 213 states legal conclusions that do not require a response. To the extent that a response is required, AECOM denies the allegations in paragraph 213.

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

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

Answer:

AECOM repeats and incorporates by reference all of its responses above as if fully set forth herein. AECOM further notes that Count XXII is not directed against AECOM and as such no response is required.

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

Answer:

The allegations in paragraph 215 pertain to a defendant other than AECOM; as such, no response is required.

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

Answer:

The allegations in paragraph 216 pertain to a defendant other than AECOM; as such, no response is required.

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

Answer:

The allegations in paragraph 217 pertain to a defendant other than AECOM; as such, no response is required.

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

Answer:

The allegations in paragraph 218 pertain to a defendant other than AECOM; as such, no response is required.

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

Answer:

Paragraph 219 pertains to a defendant other than AECOM; as such, no response is required.

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

Answer:

Paragraph 220 pertains to defendants other than AECOM; as such, no response is required.

WHEREFORE, AECOM demands judgment in its favor and against the State, dismissing the State's Amended Complaint in its entirety, with prejudice, together with all costs, fees and such other relief as this Court deems appropriate.

AFFIRMATIVE DEFENSES

AECOM asserts the following affirmative and other defenses in response to the allegations in the Amended Complaint:

1. AECOM denies all allegations not expressly admitted herein.
2. The State's claims in the Amended Complaint are barred, in whole or in part, for failure to state a claim upon which relief can be granted.
3. The State's claims in the Amended Complaint are barred, in whole or in part, by the doctrines of laches, unclean hands, and *in pari delicto*.
4. The State's claims in the Amended Complaint are barred, in whole or in part, by the doctrine of equitable estoppel.
5. The State's claims in the Amended Complaint are barred, in whole or in part, by the doctrines of waiver, release, accord and satisfaction, and acquiescence.
6. The State's claims in the Amended Complaint are barred, in whole or in part, by the statute of limitations.
7. The State's claims in the Amended Complaint are barred, in whole or in part, by the statute of repose.
8. The State's claims in the Amended Complaint are barred, in whole or in part, because the State has suffered no damages.

9. The State's claims in the Amended Complaint are barred, in whole or in part, because AECOM is not the proximate cause of the State's alleged damages.

10. The State's claims in the Amended Complaint are barred, in whole or in part, by the State's failure to mitigate its alleged damages.

11. The State's claims in the Amended Complaint are barred, in whole or in part, by the fact that no separate person or property has been damaged or injured; and no such third-party claims exist or have been identified.

12. The State's claims in the Amended Complaint are barred, in whole or in part, by the Prevention Doctrine.

13. The State's recovery, if any, against AECOM is barred or should be diminished by the doctrine of comparative negligence.

14. Count II, Count V and Count XXI of the Amended Complaint are barred by the Economic Loss Doctrine.

15. Count V of the Amended Complaint is barred because AECOM did not owe the State a fiduciary duty.

16. The State's claims in the Amended Complaint are barred, in whole or in part, because of the State's failure to plead such claims with sufficient particularity.

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

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

19. AECOM reserves the right to raise additional defenses as the same become apparent through its investigation of this matter and discovery.

Respectfully submitted,

AECOM TECHNICAL SERVICES, INC.

By Its Attorneys,

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Dated: June 12, 2025

CERTIFICATE OF SERVICE

I hereby certify that on June 12, 2025, I electronically filed and served this document through the electronic filing system on all counsel of record.

The document is available for viewing and/or downloading from the Rhode Island Judiciary's electronic filing system.

/s/ Amanda R. Prosek _____
Amanda R. Prosek