

STATE OF RHODE ISLAND
PROVIDENCE, S.C.

SUPERIOR COURT
CIVIL ACTION NO. PC-2024-04526

HEARING DATE: TBD

STATE OF RHODE ISLAND,

Plaintiff,

v.

AECOM TECHNICAL SERVICES, INC.,
AETNA BRIDGE COMPANY, ARIES
SUPPORT SERVICES INC., BARLETTA
HEAVY DIVISION, INC.,
BARLETTA/AETNA I-195 WASHINGTON
BRIDGE NORTH PHASE 2 JV, COLLINS
ENGINEERS, INC., COMMONWEALTH
ENGINEERS & CONSULTANTS, INC.,
JACOBS ENGINEERING GROUP, INC.,
MICHAEL BAKER INTERNATIONAL,
INC., PRIME AE GROUP, INC., STEERE
ENGINEERING, INC., TRANSYSTEMS
CORPORATION, and VANASSE HANGEN
BRUSTLIN, INC.,

Defendants.

**DEFENDANT COMMONWEALTH ENGINEERS & CONSULTANTS, INC.'S
MOTION TO DISMISS PLAINTIFF STATE OF RHODE ISLAND'S AMENDED
COMPLAINT**

Pursuant to Rule 12(b)(6) of the Rhode Island Superior Court Rules of Civil Procedure, Defendant Commonwealth Engineers & Consultants, Inc. ("Commonwealth Engineers") hereby moves to dismiss Count III (Negligence re: 2019 and 2023 inspections) and Count XVI (Negligence re: Joint Venture Proposal) of the Amended Complaint filed by Plaintiff State of Rhode Island ("Plaintiff" or "the State").

Commonwealth Engineers' Motion to Dismiss should be granted because the two negligence Counts asserted by the Amended Complaint are barred by the economic loss doctrine. The Amended Complaint claims as damages costs associated with the alleged increased "wear and tear" to the Eastbound Washington Bridge, which resulted from the closing of the Westbound Washington Bridge and the consequent increased in traffic over the Eastbound Bridge. There are three independent reasons why the economic loss doctrine bars the State from recovering such damages. First, damage related to the unavoidable and foreseeable diversion of traffic over the Eastbound Bridge during work on the Westbound Bridge is a cost "associated with the repair and-or replacement" of the Westbound Bridge. Second, the alleged increased traffic over the Eastbound Bridge is a direct consequence of the "loss of use" of the Westbound Bridge and therefore an economic damage related to the latter. Finally, the two bridges are an "integrated system" that work in tandem to facilitate the movement of east/west traffic over Interstate I-195.

WHEREFORE, in light of the foregoing and for the reasons set forth in the accompanying Memorandum of Law, Commonwealth Engineers hereby requests that this Court grant its Motion to Dismiss.

THE DEFENDANT,
COMMONWEALTH ENGINEERS
& CONSULTANTS, INC.,

By its Attorney,



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Date: June 13, 2025

CERTIFICATE OF SERVICE

I, Timothy O. Egan, hereby certify this 13th of June, 2025, that the foregoing document was electronically filed and served electronically upon all parties on record.



Timothy O Egan, Esq.

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