

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

STATE OF RHODE ISLAND)	
)	
<i>Plaintiff,</i>)	
)	
v.)	C.A. No. PC-2024-04526
)	
AECOM TECHNICAL SERVICES, INC.,)	
AETNA BRIDGE COMPANY,)	
ARIES SUPPORT SERVICES INC.,)	
BARLETTA HEAVY DIVISION, INC.,)	
BARLETTA/AETNA I-195 WASHINGTON)	
BRIDGE NORTH PHASE 2 JV,)	
COLLINS ENGINEERS, INC.,)	
COMMONWEALTH ENGINEERS &)	
CONSULTANTS, INC.,)	
JACOBS ENGINEERING GROUP, INC.,)	
MICHAEL BAKER INTERNATIONAL, INC.,)	
PRIME AE GROUP, INC.,)	
STEERE ENGINEERING, INC.,)	
TRANSYSTEMS CORPORATION, AND)	
VANASSE HANGEN BRUSTLIN, INC.,)	
)	
<i>Defendants.</i>)	

**PLAINTIFF STATE OF RHODE ISLAND'S REPLY TO DEFENDANT
BARLETTA/AETNA I-195 WASHINGTON BRIDGE NORTH PHASE 2 JV's (the "JV")
COUNTERCLAIM**

The State of Rhode Island (the "State") responds to the JV's Counterclaim as follows:

1. Admitted.
2. Admitted.
3. This paragraph regarding jurisdiction calls for a legal conclusion to which no response is required.
4. Admitted.
5. This paragraph regarding venue calls for a legal conclusion to which no response is required.

6. Admitted that RIDOT owned and operated the Washington Bridge North No. 700 (“Washington Bridge”). It is further admitted that RIDOT, along with various contracted companies, was responsible for the maintenance of the Washington Bridge and for securing services necessary to ensure its proper upkeep.

7. Admitted that RIDOT contracts with private companies for different purposes.

8. The Lichtenstein Report speaks for itself. Thus, denied as to the JV’s characterization of the Lichtenstein Report.

9. Denied.

10. Denied.

11. Admitted that radiographic, ground penetrating radar (“GPR”), ultrasonic shear wave tomography (“MIRA”), and/or other testing was available after 1999 and before March 17, 2021. Otherwise, denied.

12. Admitted.

13. The 2021 RFP speaks for itself. Denied as to the JV’s characterization of the 2021 RFP.

14. An RFP speaks for itself. Otherwise, denied.

15. The 2021 RFP speaks for itself. Denied as to the JV’s characterization of the 2021 RFP.

16. The BTC speaks for itself. Denied as to the JV’s characterization of the BTC.

17. The BTC speaks for itself. Denied as to the JV’s characterization of the BTC.

18. The BTC speaks for itself. Denied as to the JV’s characterization of the BTC.

19. Denied.

20. The BTC speaks for itself. Denied as to the JV’s characterization of the BTC.

21. The BTC speaks for itself. Denied as to the JV's characterization of the BTC.
22. The BTC speak for itself. Denied as to the JV's characterization of the BTC.
23. Denied.
24. Denied.
25. The JV's proposal speaks for itself. Denied as to the JV's characterization of the proposal.
26. Admitted.
27. The 2021 Design-Build Contract speaks for itself. Denied as to the JV's characterization of the 2021 Design-Build Contract.
28. The State lacks sufficient information or belief to admit or deny the allegations in this paragraph.
29. The Rehabilitation Plans and 2021 Design-Build Contract speak for themselves. Thus, denied as to the JV's characterization of the Rehabilitation Plans and 2021 Design-Build Contract.
30. Admitted that RIDOT reviewed Rehabilitation Plans. Otherwise, denied.
31. Admitted.
32. Admitted that RIDOT issued an emergency declaration on December 11, 2023, at 3:00 p.m., closing the Washington Bridge. Otherwise, denied.
33. Denied.
34. Admitted.
35. The State lacks sufficient information or belief to admit or deny the allegations in this paragraph.

COUNT I
(BREACH OF CONTRACT AND BREACH OF IMPLIED
COVENANT OF GOOD FAITH AND FAIR DEALING)

36. This paragraph realleges previous paragraphs. Thus, the State need not respond to this paragraph.

37. This paragraph contains no factual allegations and thus requires no response.

38. Denied.

39. Denied.

40. Denied.

41. This paragraph calls for a legal conclusion to which no response is required.

42. Admitted that RIDOT is an owner of property. Otherwise, denied.

43. Denied.

44. Denied.

45. Denied.

46. Denied.

47. Denied.

48. Denied.

COUNT II
(DIFFERING SITE CONDITION)

49. This paragraph realleges previous paragraphs. Thus, the State need not respond to this paragraph.

50. This paragraph contains no factual allegations and thus requires no response.

51. The 2021 Design-Build Contract speaks for itself. Denied as to the JV's characterization of the 2021 Design-Build Contract.

52. Denied.

53. Denied.

54. Denied.

55. Denied.

56. Denied.

COUNT III
(BREACH OF IMPLIED WARRANTY)

57. This paragraph realleges previous paragraphs. Thus, the State need not respond to this paragraph.

58. This paragraph calls for a legal conclusion to which no response is required.

59. The State lacks sufficient information or belief to admit or deny the allegations in this paragraph.

60. Denied.

61. Denied.

62. Denied.

COUNT IV
(BREACH OF EXPRESS WARRANTY)

63. This paragraph realleges previous paragraphs. Thus, the State need not respond to this paragraph.

64. This paragraph calls for a legal conclusion to which no response is required.

65. The 2021 RFP and the 2021 Design-Build Contract speak for themselves. Denied as to the JV's characterization of the 2021 RFP and the 2021 Design-Build Contract.

66. Denied.

67. Denied.

COUNT V
(DECLARATORY JUDGMENT)

68. This paragraph realleges previous paragraphs. Thus, the State need not respond to this paragraph.

69. Denied.

70. Denied.

71. Denied.

72. Denied.

THE STATE'S AFFIRMATIVE DEFENSES TO THE JV's COUNTERCLAIM

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

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

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

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

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

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

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

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

9. The JV's claims are barred, in part or in whole, by the JV's failure to mitigate its damages.

10. The JV's claims are barred, in part or in whole, by assumption of risk.
11. The JV's claims are barred, in part or in whole, by the doctrine of laches.
12. The JV's claims are barred, in part or in whole, due the JV's spoliation of evidence.
13. The JV's claims are barred because the JV materially breached the 2021 Design-Build Contract first, relieving the State of further performance obligations.
14. The JV's claims are barred because the JV breached the implied covenant of good faith and fair dealing.
15. The JV's claims are barred by the doctrine of mutual mistake of material fact.
16. The JV's claims are barred by the doctrine of unilateral mistake of material fact.
17. The JV's claims are barred due to the JV's failure to identify the condition of the bridge when submitting its proposal in response to the 2021 RFP.
18. The JV's claims are barred because the JV breached the 2021 Design-Build Contract by failing to properly investigate the condition of the Washington Bridge before issuing its proposal to the 2021 RFP.
19. The State reserves its right to rely upon any other defenses as they may become available or apparent during discovery and the course of this proceeding and reserves its right to amend this Reply and its Affirmative Defenses.

FOR THE STATE OF RHODE ISLAND:

By Its Attorneys,

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ATTORNEY GENERAL
STATE OF RHODE ISLAND

/s/ Stephen N. Provazza

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CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of July, 2025, I electronically filed and served this document through the electronic filing system on counsel of record. The document is available for viewing and/or downloading from the Rhode Island Judiciary's electronic filing system.

/s/ Edward D. Pare III