

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

STATE OF RHODE ISLAND,

Plaintiff,

v.

AECOM TECHNICAL SERVICES, INC.,

AETNA BRIDGE COMPANY,

ARIES SUPPORT SERVICES, INC.,

BARLETTA HEAVY DIVISION, INC.

BARLETTA/AETNA I-195 WASHINGTON

BRIDGE NORTH PHASE 2 JV,

COLLINS ENGINEERS, INC.,

COMMONWEALTH ENGINEERS &

CONSULTANTS, INC.,

JACOBS ENGINEERING GROUP, INC.,

MICHAEL BAKER INTERNATIONAL, INC.,

PRIME AE GROUP, INC.,

STEERE ENGINEERING, INC.,

TRANSYSTEMS CORPORATION, and

VANASSE HANGEN BRUSTLIN, INC.,

Defendants.

C.A. NO. PC-2024-4526

**DEFENDANT JACOBS ENGINEERING GROUP, INC.'S
ANSWER TO PLAINTIFF'S AMENDED COMPLAINT**

Defendant Jacobs Engineering Group, Inc. ("Jacobs") hereby responds to the allegations in each correspondingly numbered paragraph of the Amended Complaint filed by Plaintiff the State of Rhode Island (the "State") by denying each and every allegation not specifically admitted herein and further responding and defending as follows:¹

¹ Jacobs submits that no response is required to the headings used in the Amended Complaint and includes them in this Answer only for ease of reference. To the extent a response is required, Jacobs denies any allegations in such headings.

INTRODUCTION

As to the section titled “Introduction” in the Amended Complaint, this section contains the State’s characterization of the nature of the action and alleged damages, to which no response is required. To the extent a further response is required, Jacobs denies the allegations in the “Introduction” as they relate to Jacobs.

PARTIES

A. The Plaintiff

1. Jacobs admits that the State is the plaintiff in this matter. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1.

B. The Defendants

2. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 2.

3. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 3.

4. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 4.

5. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 5.

6. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 6.

7. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 7.

8. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 8.

9. Jacobs denies that it is a corporation organized and existing under the laws of the State of Texas. Jacobs admits that its principal place of business is in Texas. Jacobs further admits that it is registered to do, and does, business in the State of Rhode Island. The remaining allegations in Paragraph 9 state a legal conclusion to which no response is required.

10. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 10.

11. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 11.

12. Jacobs admits the allegations in Paragraph 12.

13. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 13.

14. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 14.

JURISDICTION AND VENUE

15. Paragraph 15 states a legal conclusion, to which no response is required.

16. Paragraph 16 states a legal conclusion, to which no response is required.

17. Paragraph 17 states a legal conclusion, to which no response is required.

FACTS

A. The Design and Construction of the Washington Bridge

18. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 18.

19. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 19.

20. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 20.

21. Jacobs admits that the Washington Bridge was composed of eighteen spans and included post-tensioned cantilever beams.

22. Jacobs admits that the post-tensioned cantilever beams in the Washington Bridge used two general configurations—a balanced cantilever configuration and an unbalanced cantilever configuration. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegation in Paragraph 22 that such configurations are “one of the bridge’s most unusual, if not unique, features.”

23. Based only upon information provided by the State prior to Jacobs’ inspection, Jacobs admits the allegations in Paragraph 23. Jacobs otherwise lacks knowledge or information sufficient to form a belief as to the truth of information provided to Jacobs by the State as set forth in Paragraph 23.

24. Based only upon information provided by the State prior to Jacobs’ inspection, Jacobs admits the allegations in Paragraph 24. Jacobs otherwise lacks knowledge or information sufficient to form a belief as to the truth of information provided to Jacobs by the State as set forth in Paragraph 24.

25. Jacobs admits that the Washington Bridge’s unbalanced cantilever beams were secured by tie-down rods. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 25.

26. Jacobs admits that the Washington Bridge contained certain concrete beams with post-tensioned cables. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 26.

27. Jacobs admits that the Washington Bridge contained post-tensioned concrete beams. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 27.

28. Jacobs admits that the post-tensioned concrete beams included the insertion of grout. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 28.

29. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 29.

30. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 30.

31. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 31.

32. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 32.

B. The Lichtenstein Report

33. Jacobs admits that the Washington Bridge has been inspected a number of times. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 33.

34. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 34.

35. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 35.

36. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 36.

37. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 37.

38. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 38.

39. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 39.

C. The 1996-1998 Rehabilitation of the Washington Bridge

40. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 40.

41. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 41.

D. The 2011 MBI Inspection

42. Jacobs admits that the Washington Bridge has been inspected a number of times after 1998. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 42.

43. The referenced MBI inspection report speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 43.

44. To the extent that the quoted language comes from an MBI inspection report, such inspection report speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 44.

45. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 45.

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

46. The RFP speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 46.

47. The RFP speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 47.

48. The RFP speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 48.

49. The RFP speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 49.

50. The RFP speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 50.

51. The RFP speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 51.

52. The RFP speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 52.

53. The RFP speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 53.

54. The RFP speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 54.

55. AECOM's Letter of Interest/Technical Proposal speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 55.

56. AECOM's Letter of Interest/Technical Proposal speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 56.

57. AECOM's Letter of Interest/Technical Proposal speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 57.

58. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 58.

59. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 59.

60. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 60.

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

61. AECOM's Final Technical Evaluation and Final Inspection Report speak for themselves. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 61.

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

62. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 62.

63. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 63.

64. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 64.

65. The 2016 Construction Plans speak for themselves. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 65.

H. The Cardi Corporation Contract

66. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 66.

67. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 67.

I. Other Inspections of the Washington Bridge

68. Jacobs admits that Jacobs and the State entered into a Notice of Contract Purchase Agreement with an effective period of April 1, 2020 through December 31, 2022, which was subsequently amended to provide an effective period of April 1, 2020 through December 31, 2024. Jacobs further admits that it conducted a routine, special, and underwater inspection, as defined by the National Bridge Inspection Standards (“NBIS”), of the Washington Bridge that began on or around June 21, 2021 and ended on or around July 23, 2021, and that Jacobs subsequently reported its findings to the State. Upon information and belief, Jacobs further admits that other parties also conducted inspections of the Washington Bridge and reported their findings to the State. Jacobs otherwise lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 68.

69. Jacobs denies the allegations in Paragraph 69 insofar as they relate to Jacobs. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 69 as they relate to other Defendants.

70. Jacobs admits that it conducted a routine inspection, as defined by the NBIS, of the Washington Bridge that began on or around June 21, 2021 and ended on or around July 23, 2021. Upon information and belief, other parties also conducted routine inspections of the Washington Bridge. Jacobs otherwise lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 70.

71. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 71.

72. Jacobs denies the allegations in Paragraph 72 as they relate to Jacobs. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 72 as they relate to other Defendants.

73. Jacobs admits that it conducted a routine, special, and underwater inspection, as defined by the NBIS, of the Washington Bridge that began on or around June 21, 2021 and ended on or around July 23, 2021. To the extent Paragraph 73 implies that such inspection only occurred on one day, i.e., July 23, 2021, Jacobs denies such allegation. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 73.

74. Jacobs admits that it conducted a routine, special, and underwater inspection, as defined by the NBIS, of the Washington Bridge that began on or around June 21, 2021 and ended on or around July 23, 2021. Jacobs further admits that it reported its inspection findings to RIDOT through an inspection report, which included supporting documents and data. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 74 as they relate to other Defendants.

75. Jacobs denies the allegations in Paragraph 75 as they relate to Jacobs. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 75 as they relate to other Defendants.

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

76. The 2019 AECOM Contract and 2019 Design-Build Solicitation speak for themselves. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 76.

77. The 2019 Design-Build Solicitation speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 77.

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

78. The 2021 RFP speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 78.

79. The 2021 RFP and 2019 Design-Build Solicitation speak for themselves. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 79.

80. The 2021 RFP speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 80.

81. The 2021 RFP speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 81.

82. The Joint Venture's proposal speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 82.

83. The Joint Venture's proposal speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 83.

84. The Joint Venture's proposal speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 84.

85. The Joint Venture's proposal speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 85.

86. The Joint Venture's proposal speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 86.

87. The Joint Venture's proposal speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 87.

88. The Joint Venture's proposal speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 88.

89. The Joint Venture's proposal speaks for itself. To the extent that a further response is required, Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 89.

90. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 90.

91. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 91.

L. The Emergency Closure of the Washington Bridge

92. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 92.

93. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 93.

94. Jacobs admits that RIDOT issued an emergency declaration on December 11, 2023 closing the Washington Bridge. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 94.

95. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 95.

M. Physical Wear and Tear Damage to Eastbound Washington Bridge

96. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 96.

97. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 97.

98. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 98.

99. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 99.

100. Jacobs admits that the Eastbound Washington Bridge and Washington Bridge are parallel and have certain distinct structural components. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 100.

101. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 101.

102. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 102.

103. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 103.

104. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 104.

105. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 105.

106. Jacobs lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 106.

CAUSES OF ACTION

COUNT I

Breach of Contract (2014)

AECOM

107. Jacobs repeats and incorporates by reference its responses and denials to the foregoing allegations in response to this paragraph.

108. The allegations in Paragraph 108 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

109. The allegations in Paragraph 109 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

110. The allegations in Paragraph 110 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

COUNT II
Negligence

AECOM, Steere, Prime, and Aries Support Services

111. Jacobs repeats and incorporates by reference its responses and denials to the foregoing allegations in response to this paragraph.

112. The allegations in Paragraph 112 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

113. The allegations in Paragraph 113 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

114. The allegations in Paragraph 114 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

115. The allegations in Paragraph 115 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

116. The allegations in Paragraph 116 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

117. The allegations in Paragraph 117 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

118. The allegations in Paragraph 118 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

COUNT III
Negligence

Commonwealth Engineers (2019 and 2023 Inspections)

119. Jacobs repeats and incorporates by reference its responses and denials to the foregoing allegations in response to this paragraph.

120. The allegations in Paragraph 120 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

121. The allegations in Paragraph 121 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

122. The allegations in Paragraph 122 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

123. The allegations in Paragraph 123 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

124. The allegations in Paragraph 124 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

COUNT IV
Breach of Contract (2019)
AECOM

125. Jacobs repeats and incorporates by reference its responses and denials to the foregoing allegations in response to this paragraph.

126. The allegations in Paragraph 126 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

127. The allegations in Paragraph 127 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

128. The allegations in Paragraph 128 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

COUNT V
Breach of Fiduciary Duty
AECOM

129. Jacobs repeats and incorporates by reference its responses and denials to the foregoing allegations in response to this paragraph.

130. The allegations in Paragraph 130 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

131. The allegations in Paragraph 131 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

132. The allegations in Paragraph 132 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

133. The allegations in Paragraph 133 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

134. The allegations in Paragraph 134 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

135. The allegations in Paragraph 135 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

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

136. Jacobs repeats and incorporates by reference its responses and denials to the foregoing allegations in response to this paragraph.

137. The allegations in Paragraph 137 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

138. The allegations in Paragraph 138 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

139. The allegations in Paragraph 139 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

140. The allegations in Paragraph 140 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

COUNT VII
Negligence
TranSystems (2016 and 2022 Inspections)

141. Jacobs repeats and incorporates by reference its responses and denials to the foregoing allegations in response to this paragraph.

142. The allegations in Paragraph 142 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

143. The allegations in Paragraph 143 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

144. The allegations in Paragraph 144 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

COUNT VIII
Breach of Contract
Collins (2017 Inspection)

145. Jacobs repeats and incorporates by reference its responses and denials to the foregoing allegations in response to this paragraph.

146. The allegations in Paragraph 146 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

147. The allegations in Paragraph 147 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

148. The allegations in Paragraph 148 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

149. The allegations in Paragraph 149 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

COUNT IX
Negligence
Collins (2017 Inspection)

150. Jacobs repeats and incorporates by reference its responses and denials to the foregoing allegations in response to this paragraph.

151. The allegations in Paragraph 151 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

152. The allegations in Paragraph 152 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

153. The allegations in Paragraph 153 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

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

154. Jacobs repeats and incorporates by reference its responses and denials to the foregoing allegations in response to this paragraph.

155. The allegations in Paragraph 155 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

156. The allegations in Paragraph 156 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

157. The allegations in Paragraph 157 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

158. The allegations in Paragraph 158 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

COUNT XI
Breach of Contract
MBI (2018 Inspection)

159. Jacobs repeats and incorporates by reference its responses and denials to the foregoing allegations in response to this paragraph.

160. The allegations in Paragraph 160 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

161. The allegations in Paragraph 161 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

162. The allegations in Paragraph 162 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

163. The allegations in Paragraph 163 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

COUNT XII
Negligence
MBI (2018 Inspection)

164. Jacobs repeats and incorporates by reference its responses and denials to the foregoing allegations in response to this paragraph.

165. The allegations in Paragraph 165 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

166. The allegations in Paragraph 166 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

167. The allegations in Paragraph 167 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

COUNT XIII
Breach of Contract
Jacobs Engineering (2021 Inspection)

168. Jacobs repeats and incorporates by reference its responses and denials to the foregoing allegations in response to this paragraph.

169. Jacobs admits that Jacobs and the State entered into a Notice of Contract Purchase Agreement with an effective period of April 1, 2020 through December 31, 2022, which was subsequently amended to provide an effective period of April 1, 2020 through December 31, 2024. Jacobs otherwise denies the allegations in Paragraph 169.

170. Jacobs admits that it conducted a routine, special, and underwater inspection, as defined by the NBIS, of the Washington Bridge that began on or around June 21, 2021 and ended on or around July 23, 2021. Jacobs otherwise denies the allegations in Paragraph 170.

171. Jacobs denies the allegations in Paragraph 171.

172. Jacobs denies the allegations in Paragraph 172.

COUNT XIV
Negligence
Jacobs Engineering (2021 Inspection)

173. Jacobs repeats and incorporates by reference its responses and denials to the foregoing allegations in response to this paragraph.

174. Paragraph 174 states a legal conclusion, to which no response is required. To the extent a response is required, Jacobs denies the allegations in Paragraph 174.

175. Paragraph 175 states a legal conclusion, to which no response is required. To the extent a response is required, Jacobs denies the allegations in Paragraph 175.

176. Jacobs denies the allegations in Paragraph 176.

177. Jacobs denies the allegations in Paragraph 177.

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

178. Jacobs repeats and incorporates by reference its responses and denials to the foregoing allegations in response to this paragraph.

179. The allegations in Paragraph 179 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

180. The allegations in Paragraph 180 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

181. The allegations in Paragraph 181 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

182. The allegations in Paragraph 182 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

COUNT XVI
Negligence
The Joint Venture, Barletta, Aetna, VHB, and Commonwealth Engineers

183. Jacobs repeats and incorporates by reference its responses and denials to the foregoing allegations in response to this paragraph.

184. The allegations in Paragraph 184 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

185. The allegations in Paragraph 185 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

186. The allegations in Paragraph 186 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

187. The allegations in Paragraph 187 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

188. The allegations in Paragraph 188 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

189. The allegations in Paragraph 189 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

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

190. Jacobs repeats and incorporates by reference its responses and denials to the foregoing allegations in response to this paragraph.

191. The allegations in Paragraph 191 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

192. The allegations in Paragraph 192 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

193. The allegations in Paragraph 193 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

194. The allegations in Paragraph 194 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

195. The allegations in Paragraph 195 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

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

196. Jacobs repeats and incorporates by reference its responses and denials to the foregoing allegations in response to this paragraph.

197. The allegations in Paragraph 197 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

198. The allegations in Paragraph 198 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

199. The allegations in Paragraph 199 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

COUNT XIX
Declaratory Judgment Regarding Non-Contractual Indemnity
All Defendants

200. Jacobs repeats and incorporates by reference its responses and denials to the foregoing allegations in response to this paragraph.

201. Paragraph 201 states a legal conclusion, to which no response is required. To the extent a response is required, Jacobs denies the allegations in Paragraph 201.

202. Paragraph 202 states a legal conclusion, to which no response is required. To the extent a response is required, Jacobs denies the allegations in Paragraph 202.

203. Paragraph 203 states a legal conclusion, to which no response is required. To the extent a response is required, Jacobs denies the allegations in Paragraph 203.

COUNT XX
Declaratory Judgment Regarding Contribution
All Defendants

204. Jacobs repeats and incorporates by reference its responses and denials to the foregoing allegations in response to this paragraph.

205. Paragraph 205 states a legal conclusion, to which no response is required. To the extent a response is required, Jacobs denies the allegations in Paragraph 205.

206. Paragraph 206 states a legal conclusion, to which no response is required. To the extent a response is required, Jacobs denies the allegations in Paragraph 206.

207. Paragraph 207 states a legal conclusion, to which no response is required. To the extent a response is required, Jacobs denies the allegations in Paragraph 207.

COUNT XXI
Negligent Misrepresentation
AECOM

208. Jacobs repeats and incorporates by reference its responses and denials to the foregoing allegations in response to this paragraph.

209. The allegations in Paragraph 209 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

210. The allegations in Paragraph 210 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

211. The allegations in Paragraph 211 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

212. The allegations in Paragraph 212 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

213. The allegations in Paragraph 213 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

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

214. Jacobs repeats and incorporates by reference its responses and denials to the foregoing allegations in response to this paragraph.

215. The allegations in Paragraph 215 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

216. The allegations in Paragraph 216 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

217. The allegations in Paragraph 217 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

218. The allegations in Paragraph 218 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

219. The allegations in Paragraph 219 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

220. The allegations in Paragraph 220 are not directed at Jacobs and thus no response is required. Insofar as the allegations may be interpreted as applying to Jacobs, they are denied.

AFFIRMATIVE DEFENSES

Without assuming any burden of proof that it would not otherwise bear, Jacobs asserts the following affirmative defenses. Jacobs has insufficient knowledge or information to determine whether it may have additional, as yet unstated, affirmative defenses available. Jacobs has not knowingly or intentionally waived any applicable affirmative defenses and specifically reserves the right to raise such additional defenses as they become known to it through discovery, further investigation, or otherwise. Jacobs expressly reserves the right to supplement, amend, modify, add, or delete defenses.

FIRST AFFIRMATIVE DEFENSE

The Amended Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

The State's claims are barred by one or more of the doctrines of waiver, estoppel, and acquiescence.

THIRD AFFIRMATIVE DEFENSE

The State's claims are barred by the doctrine of laches.

FOURTH AFFIRMATIVE DEFENSE

The State's claims are barred by the doctrine of unclean hands.

FIFTH AFFIRMATIVE DEFENSE

The State's claims are barred by the applicable statutes of limitations and/or statutes of repose.

SIXTH AFFIRMATIVE DEFENSE

The State's claims are barred because the State failed to mitigate its damages.

SEVENTH AFFIRMATIVE DEFENSE

The State's claims are barred by the economic loss doctrine.

EIGHTH AFFIRMATIVE DEFENSE

The State's claims are barred because the State's damages, if any, were proximately caused by superseding and/or intervening causes for which Jacobs is not liable.

NINTH AFFIRMATIVE DEFENSE

The State's claims are barred because the State's damages, if any, were caused by an entity for whose conduct Jacobs was not and is not legally responsible.

TENTH AFFIRMATIVE DEFENSE

The State's claims are barred because the State approved, ratified, and consented to the conduct allegedly giving rise to such claims.

ELEVENTH AFFIRMATIVE DEFENSE

The State's claims are barred because Jacobs acted ethically, professionally, and in accord with the rules and guidelines governing its profession.

TWELFTH AFFIRMATIVE DEFENSE

The State's declaratory judgment claims are barred because they are not ripe for adjudication.

THIRTEENTH AFFIRMATIVE DEFENSE

The State's claims are barred to the extent that the State made misrepresentations regarding the condition of the Washington Bridge.

FOURTEENTH AFFIRMATIVE DEFENSE

The State's claims are barred because, at all relevant times, Jacobs acted reasonably and with due care and was not negligent.

FIFTEENTH AFFIRMATIVE DEFENSE

The State's claims are barred because the State's alleged damages were not caused by Jacobs' conduct, actions, or omissions.

SIXTEENTH AFFIRMATIVE DEFENSE

The State's claims are barred by the doctrine of mutual mistake of material fact.

SEVENTEENTH AFFIRMATIVE DEFENSE

The State's claims are barred by the doctrine of unilateral mistake of material fact.

EIGHTEENTH AFFIRMATIVE DEFENSE

The State's claims are barred because it has failed to preserve and spoliated evidence.

NINETEENTH AFFIRMATIVE DEFENSE

The State's claims are barred because to the extent that the State's alleged damages were caused by the State's own negligence.

TWENTIETH AFFIRMATIVE DEFENSE

The State's claims are barred by the doctrine of assumption of the risk.

TWENTY-FIRST AFFIRMATIVE DEFENSE

To the extent that the State seeks equitable relief, such relief is barred because the State has not suffered irreparable harm.

JURY DEMAND

Jacobs demands a trial by jury on all issues so triable.

WHEREFORE, Jacobs respectfully requests that the Court dismiss the Amended Complaint as to all claims asserted against Jacobs with prejudice, enter judgment in favor of Jacobs on all such claims, award Jacobs its reasonable costs and attorneys' fees incurred in the defense of this action, and enter such other relief that the Court deems just and proper.

Michael R. Creta

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Dated: September 4, 2025

CERTIFICATE OF SERVICE

I hereby certify that, on September 4, 2025, I filed and served this document through the electronic filing system on all registered users. The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's electronic filing system.

/s/ Michael R. Creta