

STATE OF RHODE ISLAND
PROVIDENCE, S.C.

SUPERIOR COURT
CIVIL ACTION NO. PC-2024-04526

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
ANSWER TO PLAINTIFF STATE OF RHODE ISLAND'S AMENDED COMPLAINT**

The Defendant, Commonwealth Engineers & Consulting, Inc. ("Commonwealth") hereby answers the Amended Complaint of Plaintiff, State of Rhode Island (the "State" or "State of Rhode Island").

PARTIES

A. The Plaintiff

1. Commonwealth admits to the allegations contained in Paragraph 1 of the Plaintiff's Amended Complaint.

B. The Defendants

2. Commonwealth is without knowledge concerning the allegations contained in Paragraph 2 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

3. Commonwealth is without knowledge concerning the allegations contained in Paragraph 3 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

4. Commonwealth is without knowledge concerning the allegations contained in Paragraph 4 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

5. Commonwealth is without knowledge concerning the allegations contained in Paragraph 5 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

6. Commonwealth is without knowledge concerning the allegations contained in Paragraph 6 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

7. Commonwealth is without knowledge concerning the allegations contained in Paragraph 7 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

8. Commonwealth admits to the allegations contained in Paragraph 8 of the Plaintiff's Amended Complaint.

9. Commonwealth is without knowledge concerning the allegations contained in Paragraph 9 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the

same.

10. Commonwealth is without knowledge concerning the allegations contained in Paragraph 10 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

11. Commonwealth is without knowledge concerning the allegations contained in Paragraph 11 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

12. Commonwealth is without knowledge concerning the allegations contained in Paragraph 12 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

13. Commonwealth is without knowledge concerning the allegations contained in Paragraph 13 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

14. Commonwealth is without knowledge concerning the allegations contained in Paragraph 14 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

JURISDICTION AND VENUE

15. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 15 of the Plaintiff's Amended Complaint.

16. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 16 of the Plaintiff's Amended Complaint.

17. This Paragraph constitutes a legal conclusion for which no response is

required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 17 of the Plaintiff's Amended Complaint.

FACTS

A. The Design and Construction of the Washington Bridge

18. Commonwealth is without knowledge concerning the allegations contained in Paragraph 18 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

19. Commonwealth is without knowledge concerning the allegations contained in Paragraph 19 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

20. Commonwealth is without knowledge concerning the allegations contained in Paragraph 20 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

21. Commonwealth admits the allegations contained in Paragraph 21 of the Plaintiff's Amended Complaint.

22. Commonwealth admits the bridge uses balanced and unbalanced cantilever configurations and is without knowledge concerning the remaining allegations contained in Paragraph 22 of the Plaintiff's Amended Complaint.

23. Commonwealth admits the allegations contained in Paragraph 23 of the Plaintiff's Amended Complaint.

24. Commonwealth admits the allegations contained in Paragraph 24 of the Plaintiff's Amended Complaint.

25. Commonwealth is without knowledge concerning the allegations contained in

Paragraph 25 of the Plaintiff's Amended Complaint.

26. Commonwealth admits the bridge employs post-tensioned cables and denies the remaining allegations and characterizations contained in Paragraph 26 of the Plaintiff's Amended Complaint.

27. Commonwealth admits the bridge employs post-tensioned concrete beams and denies the remaining allegations and characterizations contained in Paragraph 27 of the Plaintiff's Amended Complaint.

28. Commonwealth admits the bridge employs grout and denies the remaining allegations and characterizations contained in Paragraph 28 of the Plaintiff's Amended Complaint.

29. Commonwealth denies the allegations and characterizations contained in Paragraph 29 of the Plaintiff's Amended Complaint.

30. Commonwealth denies the allegations and characterizations contained in Paragraph 30 of the Plaintiff's Amended Complaint.

31. Commonwealth is without knowledge concerning the allegations contained in Paragraph 31 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

32. Commonwealth is without knowledge concerning the allegations contained in Paragraph 32 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

B. The Lichtenstein Report

33. Commonwealth is without knowledge concerning the allegations contained in Paragraph 33 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the

same.

34. The referenced report in Paragraph 34 of the Plaintiff's Amended Complaint, in its entirety, speaks for itself.

35. The referenced report in Paragraph 35 of the Plaintiff's Amended Complaint, in its entirety, speaks for itself.

36. The referenced report in Paragraph 36 of the Plaintiff's Amended Complaint, in its entirety, speaks for itself.

37. The referenced report in Paragraph 37 of the Plaintiff's Amended Complaint, in its entirety, speaks for itself.

38. The referenced report in Paragraph 38 of the Plaintiff's Amended Complaint, in its entirety, speaks for itself.

39. The referenced report in Paragraph 39 of the Plaintiff's Amended Complaint, in its entirety, speaks for itself.

C. The 1996-1998 Rehabilitation of the Washington Bridge

40. Commonwealth is without knowledge concerning the allegations contained in Paragraph 40 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

41. Commonwealth is without knowledge concerning the allegations contained in Paragraph 41 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

D. The 2011 MBI Inspection

42. Commonwealth is without knowledge concerning the allegations contained in Paragraph 42 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the

same.

43. Commonwealth is without knowledge concerning the allegations contained in Paragraph 43 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

44. Commonwealth is without knowledge concerning the allegations contained in Paragraph 44 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

45. Commonwealth is without knowledge concerning the allegations contained in Paragraph 45 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

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

46. Commonwealth is without knowledge concerning the allegations contained in Paragraph 46 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

47. Commonwealth is without knowledge concerning the allegations contained in Paragraph 47 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

48. Commonwealth is without knowledge concerning the allegations contained in Paragraph 48 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

49. Commonwealth is without knowledge concerning the allegations contained in Paragraph 49 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the

same.

50. Commonwealth is without knowledge concerning the allegations contained in Paragraph 50 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

51. Commonwealth is without knowledge concerning the allegations contained in Paragraph 51 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

52. Commonwealth is without knowledge concerning the allegations contained in Paragraph 52 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

53. Commonwealth is without knowledge concerning the allegations contained in Paragraph 53 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

54. Commonwealth is without knowledge concerning the allegations contained in Paragraph 54 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

55. Commonwealth is without knowledge concerning the allegations contained in Paragraph 55 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

56. Commonwealth is without knowledge concerning the allegations contained in Paragraph 56 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

57. Commonwealth is without knowledge concerning the allegations contained in

Paragraph 57 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

58. Commonwealth is without knowledge concerning the allegations contained in Paragraph 58 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

59. Commonwealth is without knowledge concerning the allegations contained in Paragraph 59 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

60. Commonwealth is without knowledge concerning the allegations contained in Paragraph 60 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

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

61. Commonwealth is without knowledge concerning the allegations contained in Paragraph 61 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

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

62. Commonwealth is without knowledge concerning the allegations contained in Paragraph 62 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

63. Commonwealth is without knowledge concerning the allegations contained in Paragraph 63 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

64. Commonwealth is without knowledge concerning the allegations contained in

Paragraph 64 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

65. Commonwealth is without knowledge concerning the allegations contained in Paragraph 65 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

H. The Cardi Corporation Contract

66. Commonwealth is without knowledge concerning the allegations contained in Paragraph 66 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

67. Commonwealth is without knowledge concerning the allegations contained in Paragraph 67 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

I. Other Inspections of the Washington Bridge

68. Commonwealth is without knowledge concerning the allegations contained in Paragraph 68 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

69. Commonwealth is without knowledge concerning the allegations contained in Paragraph 69 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

70. Commonwealth is without knowledge concerning the allegations contained in Paragraph 70 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

71. Commonwealth is without knowledge concerning the allegations contained in

Paragraph 71 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

72. Commonwealth is without knowledge concerning the allegations contained in Paragraph 72 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

73. Commonwealth is without knowledge concerning the allegations contained in Paragraph 73 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

74. Commonwealth is without knowledge concerning the allegations contained in Paragraph 74 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

75. Commonwealth is without knowledge concerning the allegations contained in Paragraph 75 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

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

76. Commonwealth is without knowledge concerning the allegations contained in Paragraph 76 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

77. Commonwealth is without knowledge concerning the allegations contained in Paragraph 77 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

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

78. The 2021 RFP referenced in Paragraph 78 of the Plaintiff's Amended

Complaint, in its entirety, speaks for itself.

79. The 2021 RFP referenced in Paragraph 79 of the Plaintiff's Amended Complaint, in its entirety, speaks for itself.

80. The 2021 RFP referenced in Paragraph 80 of the Plaintiff's Amended Complaint, in its entirety, speaks for itself.

81. The 2021 RFP referenced in Paragraph 81 of the Plaintiff's Amended Complaint, in its entirety, speaks for itself.

82. The Design-Building proposed as referenced in Paragraph 82 of the Plaintiff's Amended Complaint, in its entirety, speaks for itself.

83. The Design-Building proposed as referenced in Paragraph 83 of the Plaintiff's Amended Complaint, in its entirety, speaks for itself.

84. The Design-Building proposed as referenced in Paragraph 84 of the Plaintiff's Amended Complaint, in its entirety, speaks for itself.

85. The Design-Building proposed as referenced in Paragraph 85 of the Plaintiff's Amended Complaint, in its entirety, speaks for itself.

86. The Design-Building proposed as referenced in Paragraph 86 of the Plaintiff's Amended Complaint, in its entirety, speaks for itself.

87. The Design-Building proposed as referenced in Paragraph 87 of the Plaintiff's Amended Complaint, in its entirety, speaks for itself.

88. The Design-Building proposed as referenced in Paragraph 88 of the Plaintiff's Amended Complaint, in its entirety, speaks for itself.

89. The Design-Building proposed as referenced in Paragraph 89 of the Plaintiff's Amended Complaint, in its entirety, speaks for itself.

90. Commonwealth is without knowledge concerning the allegations contained in Paragraph 90 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

91. Commonwealth is without knowledge concerning the allegations contained in Paragraph 91 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

L. The Emergency Closure of the Washington Bridge

92. Commonwealth is without knowledge concerning the allegations contained in Paragraph 92 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

93. Commonwealth is without knowledge concerning the allegations contained in Paragraph 93 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

94. Commonwealth is without knowledge concerning the allegations contained in Paragraph 94 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

95. Commonwealth is without knowledge concerning the allegations contained in Paragraph 95 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

M. Physical Wear and Tear Damage to Eastbound Washington Bridge

96. Commonwealth is without knowledge concerning the allegations contained in Paragraph 96 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

97. Commonwealth is without knowledge concerning the allegations contained in Paragraph 97 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

98. Commonwealth is without knowledge concerning the allegations contained in Paragraph 98 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

99. Commonwealth admits to the allegations contained in Paragraph 99 of the Plaintiff's Amended Complaint.

100. Commonwealth denies the allegations contained in Paragraph 100 of the Plaintiff's Amended Complaint.

101. Commonwealth admits to the allegations contained in Paragraph 101 of the Plaintiff's Amended Complaint.

102. Commonwealth denies the allegations contained in Paragraph 102 of the Plaintiff's Amended Complaint.

103. Commonwealth denies the allegations contained in Paragraph 103 of the Plaintiff's Amended Complaint.

104. Commonwealth denies the allegations contained in Paragraph 104 of the Plaintiff's Amended Complaint.

105. Commonwealth denies the allegations contained in Paragraph 105 of the Plaintiff's Amended Complaint.

106. Commonwealth is without knowledge concerning the allegations contained in Paragraph 106 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

CAUSES OF ACTION

COUNT I

Breach of Contract (2014)

AECOM

107. Commonwealth states and incorporates by reference its responses to the preceding allegations in the Plaintiff's Amended Complaint contained in Paragraphs 1 through 106.

108. The contract referenced in Paragraph 108 of the Plaintiff's Amended Complaint, in its entirety, speaks for itself.

109. The contract referenced in Paragraph 109 of the Plaintiff's Amended Complaint, in its entirety, speaks for itself.

110. This paragraph is directed to a defendant other than Commonwealth. To the extent a response is required, Commonwealth is without knowledge.

COUNT II

Negligence

AECOM, Steere, Prime, and Aries Support Services

111. Commonwealth states and incorporates by reference its responses to the preceding allegations in the Plaintiff's Amended Complaint contained in Paragraphs 1 through 110.

112. This Paragraph constitutes a legal conclusion for which no response is required. Further answering, this Paragraph is directed at a defendant other than Commonwealth.

113. This Paragraph constitutes a legal conclusion for which no response is required. Further answering, this Paragraph is directed at a defendant other than Commonwealth.

114. This Paragraph constitutes a legal conclusion for which no response is required. Further answering, this Paragraph is directed at a defendant other than Commonwealth.

115. This Paragraph constitutes a legal conclusion for which no response is required. Further answering, this Paragraph is directed at a defendant other than Commonwealth.

116. The contract referenced in Paragraph 116 of the Plaintiff's Amended Complaint, in its entirety, speaks for itself.

117. This Paragraph constitutes a legal conclusion for which no response is required. Further answering, this Paragraph is directed at a defendant other than Commonwealth.

118. This Paragraph constitutes a legal conclusion for which no response is required. Further answering, this Paragraph is directed at a defendant other than Commonwealth.

COUNT III
Negligence
Commonwealth Engineers (2019 and 2023 Inspections)

119. Commonwealth states and incorporates by reference its responses to the preceding allegations in the Plaintiff's Amended Complaint contained in Paragraphs 1 through 118.

120. Commonwealth denies the allegations contained in Paragraph 120 of the Plaintiff's Amended Complaint.

121. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 121 of the Plaintiff's Amended Complaint.

122. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 122 of the Plaintiff's Amended Complaint.

123. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations

contained in Paragraph 123 of the Plaintiff's Amended Complaint.

124. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 124 of the Plaintiff's Amended Complaint.

COUNT IV
Breach of Contract (2019)
AECOM

125. Commonwealth states and incorporates by reference its responses to the preceding allegations in the Plaintiff's Amended Complaint contained in Paragraphs 1 through 124.

126. The contract referenced in Paragraph 126 of the Plaintiff's Amended Complaint, in its entirety, speaks for itself.

127. The contract referenced in Paragraph 127 of the Plaintiff's Amended Complaint, in its entirety, speaks for itself.

128. The contract referenced in Paragraph 128 of the Plaintiff's Amended Complaint, in its entirety, speaks for itself.

COUNT V
Breach of Fiduciary Duty
AECOM

129. Commonwealth states and incorporates by reference its responses to the preceding allegations in the Plaintiff's Amended Complaint contained in Paragraphs 1 through 128.

130. Commonwealth is without knowledge concerning the allegations contained in Paragraph 130 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

131. Commonwealth is without knowledge concerning the allegations contained in Paragraph 131 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

132. This Paragraph constitutes a legal conclusion for which no response is required. Further answering, this Paragraph is directed at a defendant other than Commonwealth.

133. This Paragraph constitutes a legal conclusion for which no response is required. Further answering, this Paragraph is directed at a defendant other than Commonwealth.

134. This Paragraph constitutes a legal conclusion for which no response is required. Further answering, this Paragraph is directed at a defendant other than Commonwealth.

135. This Paragraph constitutes a legal conclusion for which no response is required. Further answering, this Paragraph is directed at a defendant other than Commonwealth.

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

136. Commonwealth states and incorporates by reference its responses to the preceding allegations in the Plaintiff's Amended Complaint contained in Paragraphs 1 through 135.

137. Commonwealth is without knowledge concerning the allegations contained in Paragraph 137 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

138. Commonwealth is without knowledge concerning the allegations contained in Paragraph 138 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

139. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 139 of the Plaintiff's Amended Complaint.

140. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 140 of the Plaintiff's Amended Complaint.

COUNT VII
Negligence
TranSystems (2016 and 2022 Inspections)

141. Commonwealth states and incorporates by reference its responses to the preceding allegations in the Plaintiff's Amended Complaint contained in Paragraphs 1 through 140.

142. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 142 of the Plaintiff's Amended Complaint.

143. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 143 of the Plaintiff's Amended Complaint.

144. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 144 of the Plaintiff's Amended Complaint.

COUNT VIII
Breach of Contract
Collins (2017 Inspection)

145. Commonwealth states and incorporates by reference its responses to the preceding allegations in the Plaintiff's Amended Complaint contained in Paragraphs 1 through 144.

146. Commonwealth is without knowledge concerning the allegations contained in Paragraph 146 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

147. Commonwealth is without knowledge concerning the allegations contained in Paragraph 147 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

148. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 148 of the Plaintiff's Amended Complaint.

149. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 149 of the Plaintiff's Amended Complaint.

COUNT IX
Negligence
Collins (2017 Inspection)

150. Commonwealth states and incorporates by reference its responses to the preceding allegations in the Plaintiff's Amended Complaint contained in Paragraphs 1 through 149.

151. This Paragraph constitutes a legal conclusion for which no response is

required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 151 of the Plaintiff's Amended Complaint.

152. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 152 of the Plaintiff's Amended Complaint.

153. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 153 of the Plaintiff's Amended Complaint.

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

154. Commonwealth states and incorporates by reference its responses to the preceding allegations in the Plaintiff's Amended Complaint contained in Paragraphs 1 through 153.

155. Commonwealth is without knowledge concerning the allegations contained in Paragraph 155 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

156. Commonwealth is without knowledge concerning the allegations contained in Paragraph 156 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

157. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 157 of the Plaintiff's Amended Complaint.

158. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations

contained in Paragraph 158 of the Plaintiff's Amended Complaint.

COUNT XI
Breach of Contract
MBI (2018 Inspection)

159. Commonwealth states and incorporates by reference its responses to the preceding allegations in the Plaintiff's Amended Complaint contained in Paragraphs 1 through 158.

160. Commonwealth is without knowledge concerning the allegations contained in Paragraph 160 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

161. Commonwealth is without knowledge concerning the allegations contained in Paragraph 161 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

162. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 162 of the Plaintiff's Amended Complaint.

163. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 163 of the Plaintiff's Amended Complaint.

COUNT XII
Negligence
MBI (2018 Inspection)

164. Commonwealth states and incorporates by reference its responses to the preceding allegations in the Plaintiff's Amended Complaint contained in Paragraphs 1 through 163.

165. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 165 of the Plaintiff's Amended Complaint.

166. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 166 of the Plaintiff's Amended Complaint.

167. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 167 of the Plaintiff's Amended Complaint.

COUNT XIII
Breach of Contract
Jacobs Engineering (2021 Inspection)

168. Commonwealth states and incorporates by reference its responses to the preceding allegations in the Plaintiff's Amended Complaint contained in Paragraphs 1 through 167.

169. Commonwealth is without knowledge concerning the allegations contained in Paragraph 169 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

170. Commonwealth is without knowledge concerning the allegations contained in Paragraph 170 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

171. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 171 of the Plaintiff's Amended Complaint.

172. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 172 of the Plaintiff's Amended Complaint.

COUNT XIV
Negligence
Jacobs Engineering (2021 Inspection)

173. Commonwealth states and incorporates by reference its responses to the preceding allegations in the Plaintiff's Amended Complaint contained in Paragraphs 1 through 172.

174. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 174 of the Plaintiff's Amended Complaint.

175. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 175 of the Plaintiff's Amended Complaint.

176. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 176 of the Plaintiff's Amended Complaint.

177. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 177 of the Plaintiff's Amended Complaint.

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

178. Commonwealth states and incorporates by reference its responses to the

preceding allegations in the Plaintiff's Amended Complaint contained in Paragraphs 1 through 177.

179. Commonwealth is without knowledge concerning the allegations contained in Paragraph 179 of the Plaintiff's Amended Complaint and calls upon the Plaintiff to prove the same.

180. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 180 of the Plaintiff's Amended Complaint.

181. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 181 of the Plaintiff's Amended Complaint.

182. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 182 of the Plaintiff's Amended Complaint.

COUNT XVI

Negligence

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

183. Commonwealth states and incorporates by reference its responses to the preceding allegations in the Plaintiff's Amended Complaint contained in Paragraphs 1 through 182.

184. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 184 of the Plaintiff's Amended Complaint.

185. This Paragraph constitutes a legal conclusion for which no response is

required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 185 of the Plaintiff's Amended Complaint.

186. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 186 of the Plaintiff's Amended Complaint.

187. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 187 of the Plaintiff's Amended Complaint.

188. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 188 of the Plaintiff's Amended Complaint.

189. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 189 of the Plaintiff's Amended Complaint.

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

190. Commonwealth states and incorporates by reference its responses to the preceding allegations in the Plaintiff's Amended Complaint contained in Paragraphs 1 through 189.

191. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 191 of the Plaintiff's Amended Complaint.

192. This Paragraph constitutes a legal conclusion for which no response is

required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 192 of the Plaintiff's Amended Complaint.

193. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 193 of the Plaintiff's Amended Complaint.

194. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 194 of the Plaintiff's Amended Complaint.

195. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 195 of the Plaintiff's Amended Complaint.

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

196. Commonwealth states and incorporates by reference its responses to the preceding allegations in the Plaintiff's Amended Complaint contained in Paragraphs 1 through 195.

197. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 197 of the Plaintiff's Amended Complaint.

198. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 198 of the Plaintiff's Amended Complaint.

199. This Paragraph constitutes a legal conclusion for which no response is

required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 199 of the Plaintiff's Amended Complaint.

COUNT XIX
Declaratory Judgment Regarding Non-Contractual Indemnity
All Defendants

200. Commonwealth states and incorporates by reference its responses to the preceding allegations in the Plaintiff's Amended Complaint contained in Paragraphs 1 through 199.

201. This Paragraph constitutes a legal conclusion for which no response is required. To the extent this Paragraph is directed to Commonwealth, and a response is required, Commonwealth denies the allegations contained in Paragraph 201 of the Plaintiff's Amended Complaint.

202. This Paragraph constitutes a legal conclusion for which no response is required. To the extent this Paragraph is directed to Commonwealth, and a response is required, Commonwealth denies the allegations contained in Paragraph 202 of the Plaintiff's Amended Complaint.

203. This Paragraph constitutes a legal conclusion for which no response is required. To the extent this Paragraph is directed to Commonwealth, and a response is required, Commonwealth denies the allegations contained in Paragraph 203 of the Plaintiff's Amended Complaint.

COUNT XX
Declaratory Judgment Regarding Contribution
All Defendants

204. Commonwealth states and incorporates by reference its responses to the preceding allegations in the Plaintiff's Amended Complaint contained in Paragraphs 1

through 203.

205. This Paragraph constitutes a legal conclusion for which no response is required. To the extent this Paragraph is directed to Commonwealth, and a response is required, Commonwealth denies the allegations contained in Paragraph 205 of the Plaintiff's Amended Complaint.

206. This Paragraph constitutes a legal conclusion for which no response is required. To the extent this Paragraph is directed to Commonwealth, and a response is required, Commonwealth denies the allegations contained in Paragraph 206 of the Plaintiff's Amended Complaint.

207. This Paragraph constitutes a legal conclusion for which no response is required. To the extent this Paragraph is directed to Commonwealth, and a response is required, Commonwealth denies the allegations contained in Paragraph 207 of the Plaintiff's Amended Complaint.

COUNT XXI
Negligent Misrepresentation
AECOM

208. Commonwealth states and incorporates by reference its responses to the preceding allegations in the Plaintiff's Amended Complaint contained in Paragraphs 1 through 107.

209. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 209 of the Plaintiff's Amended Complaint.

210. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 210 of the Plaintiff's Amended Complaint.

211. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 211 of the Plaintiff's Amended Complaint.

212. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 212 of the Plaintiff's Amended Complaint.

213. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 213 of the Plaintiff's Amended Complaint.

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

214. Commonwealth states and incorporates by reference its responses to the preceding allegations in the Plaintiff's Amended Complaint contained in Paragraphs 1 through 213.

215. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 215 of the Plaintiff's Amended Complaint.

216. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 216 of the Plaintiff's Amended Complaint.

217. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 217 of the Plaintiff's Amended Complaint.

218. This Paragraph constitutes a legal conclusion for which no response is required.

To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 218 of the Plaintiff's Amended Complaint.

219. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 219 of the Plaintiff's Amended Complaint.

220. This Paragraph constitutes a legal conclusion for which no response is required. To the extent a response is required, Commonwealth denies the allegations contained in Paragraph 220 of the Plaintiff's Amended Complaint.

AFFIRMATIVE DEFENSES

Commonwealth asserts the following affirmative defenses, without assuming any burden of proof that it would not otherwise bear, without waiver of any defenses not stated herein, and while reserving the right to supplement, amend, modify, add, or delete the affirmative defenses listed herein:

FIRST AFFIRMATIVE DEFENSE

The State's claims are barred all or in part because the Amended Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

The State's claims are barred all or in part by the doctrines of waiver, estoppel, acceptance, and/or acquiescence.

THIRD AFFIRMATIVE DEFENSE

The State's claims are barred all or in part by the doctrine of laches.

FOURTH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part by the applicable statutes of limitations and/or

statutes of repose.

FIFTH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part by the doctrine of unclean hands.

SIXTH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part because the State failed to mitigate its damages.

SEVENTH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part by the economic loss doctrine.

EIGHTH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part because the State's alleged damages, if any, were caused by superseding, intervening, or some other cause(s) for which Commonwealth cannot be held liable.

NINTH AFFIRMATIVE DEFENSE

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

TENTH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part because the claims are not ripe for adjudication.

ELEVENTH AFFIRMATIVE DEFENSE

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

TWELFTH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part by the doctrines of mutual or unilateral

mistake.

THIRTEENTH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part because the State has failed to preserve and spoliated evidence.

FOURTEENTH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part because the State's damages were caused entirely or partially by the State's own intentional or negligent conduct.

FIFTEENTH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part by the doctrine of assumption of risk.

SIXTEENTH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part because the State has failed to fulfill a condition precedent to making such claims, including but not limited to a failure to exhaust administrative remedies.

SEVENTEENTH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part because the State has failed to join a necessary party.

EIGHTEENTH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part because the Court lack subject matter jurisdiction over such claims, including but not limited to because the claims can only be heard by a United States court with jurisdiction over admiralty and maritime actions.

NINETEENTH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part because the State has already received or will receive compensation for its alleged harm from a separate source.

TWENTIETH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part because a federal and/or state statute restricts the scope of damages permitted to be recovered by and/or Commonwealth's liability to the State for the type of injury and harm alleged to have occurred.

TWENTY-FIRST AFFIRMATIVE DEFENSE

The State's claims are barred all or in part by the free government services doctrine.

TWENTY-SECOND AFFIRMATIVE DEFENSE

The State's claims are barred all or in part by Rhode Island's Anti-SLAPP statute. See R.I.Gen.Laws §9-33-1 et seq.

TWENTY-THIRD AFFIRMATIVE DEFENSE

The State's claims are barred all or in part because Commonwealth's was unable to perform its alleged obligations to the State due to impossibility and/or impracticability of performance and/or some other cause relieving Commonwealth of any liability.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part by the doctrines of force majeure and/or act of God.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part by the doctrine of offset.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part by the doctrine of accord and satisfaction.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part because all or some of the applicable contracts were void as a matter of public policy.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part because of the doctrine of illegality.

TWENTY-NINTH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part by the doctrine of betterment.

THIRTIETH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part because the State failed its obligations under all or some of the applicable contracts such that Commonwealth's alleged obligations no longer existed.

THIRTY-FIRST AFFIRMATIVE DEFENSE

The State's claims are barred all or in part because there was no privity between the State and Commonwealth.

THIRTY-SECOND AFFIRMATIVE DEFENSE

The State's claims are barred all or in part because all or some of the applicable contracts were terminated, revoked, repudiated, or otherwise cancelled.

THIRTY-THIRD AFFIRMATIVE DEFENSE

The State's claims are barred all or in part because the State lacks standing to pursue its claims.

THIRTY-FOURTH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part to the extent that the State's alleged harm was caused by the other Defendants. Moreover, Commonwealth is entitled to contribution and/or indemnity from the Defendants in this action.

THIRTY-FIFTH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part because the terms of an applicable contract bar

the State from recovering against Commonwealth or because of some other exculpatory provision.

THIRTY-SIXTH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part because the State failed to give Commonwealth adequate notice and opportunity to cure.

THIRTY-SEVENTH AFFIRMATIVE DEFENSE

The State's claims are barred all or in part because enforcing the State's claims against Commonwealth would be in violation of its rights under the U.S. Constitution and/or the Constitution of Rhode Island.

JURY DEMAND

Commonwealth demands a jury trial on all claims and issues so triable.

THE DEFENDANT,
COMMONWEALTH ENGINEERS
& CONSULTANTS, INC.,

By its Attorney,

A handwritten signature in blue ink, appearing to read "Timothy O. Egan".

Timothy O. Egan, Esq., R.I. Bar #9239
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With an office at:

40 Westminster Street
Providence, RI 02903

Date: September 10, 2025

CERTIFICATE OF SERVICE

I, Timothy O. Egan, hereby certify this 10 of September, 2025, that the foregoing document was electronically filed and served electronically upon all parties on record.



Timothy O Egan, Esq.

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