

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

STATE OF RHODE ISLAND,

Plaintiff,

v.

C.A. No. PC-2024-04526

AECOM TECHNICAL SERVICES, INC.,

AETNA BRIDGE COMPANY,

ARIES SUPPORT SERVICES INC.,

BARLETTA HEAVY DIVISION, INC.

BARLETTA/AETNA I-195 WASHINGTON

BRIDGE NORTH PHASE 2 JV,

COLLINS ENGINEERS, INC.

JACOBS ENGINEERING GROUP, INC.

MICHAEL BAKER INTERNATIONAL, INC.,

PRIME AE GROUP, INC.

STEERE ENGINEERING, INC.,

TRANSYSYSTEMS CORPORATION, and

VANASSE HANGEN BRUSTLIN, INC.

Defendants.

PLAINTIFF'S MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT

Now comes the Plaintiff, the State of Rhode Island (the "State"), by and through its counsel, and hereby moves for leave to file its proposed Second Amended Complaint (the "Second Amended Complaint"). A redline of that proposed pleading, which is redlined against the First Amended Complaint, is attached hereto as **Exhibit 1**.

The changes in the State's Second Amended Complaint (a) clarify the defendants remaining in this case, by removing from the caption and the body of that pleading substantive references to Commonwealth Engineers & Consultants, Inc. and Aries Support Services, Inc., both of whom have been dismissed, without prejudice, from this action; and (b) assert a cause of action against Defendants Aetna Bridge Company ("Aetna"), Barletta Heavy Division, Inc. ("Barletta"),

and Barletta/Aetna I-195 Washington Bridge North Phase 2 JV (the “Joint Venture”) for breaching its obligations under Contract No. 2024-CB-012 (the “Emergency Repair Contract”).

Under Rule 15(a) of the Superior Court Rules of Civil Procedure, “leave shall be freely given when justice so requires.” Indeed, the “true spirit of the rule is exemplified in” those words. *See Ricard v. John Hancock Mutual Life Insurance Co.*, 113 R.I. 528, 540, 324 A.2d 671, 677 (1974) (“The true spirit of the rule is exemplified in the words ‘. . . and leave shall be freely given when justice so requires.’”). To that end, as our Supreme Court has made clear, “Rule 15(a) liberally permits amendment absent a showing of extreme prejudice.” *Galindez v. Rhode Island Pub. Transit Auth.*, 360 A.3d 65, 77 (R.I. 2026) (quoting *Harodite Industries, Inc. v. Warren Electric Corporation*, 24 A.3d 514, 531 (R.I. 2011)); *see also Lomastro v. Iacovelli*, 56 A.3d 92, 95 (R.I. 2012) (“[W]e have ‘consistently held that trial justices should liberally allow amendments to the pleadings.’”) (quoting *Medeiros v. Cornwall*, 911 A.2d 251, 253 (R.I. 2006)). And the decision to permit an amendment is, ultimately, entrusted to this Court’s sound discretion. *See Galindez*, 360 A.3d at 77.

Here, the gravamen of the State’s Second Amended Complaint is based on a claim against the Joint Venture—and Aetna and Barletta, as co-venturers—for breaching their obligations under the Emergency Repair Contract. That claim is, as our Rules of Civil Procedure permit, a pleading in the alternative. *See Super. R. Civ. P. 8(e)*. And it is designed to address the Joint Venture’s claim, raised for the first time on September 2, 2026, relating to whether the Washington Bridge was salvageable.

To that end, during a discovery-related hearing held before the Special Master on September 2, 2026, in discussing whether certain documents relating to the Jamestown-Verrazano

Bridge were relevant to this matter, counsel for the Joint Venture and the Special Master engaged in the following colloquy:

Special Master Vogel: . . . Counsel for JV, what was the work that PB [referring to Parsons Brinckerhoff] did on the Jamestown Bridge that you claim alerted the State of the need to do that work on the Washington Bridge?

[Counsel for the Joint Venture]: Sure. So PB, once they were engaged and retained by the State on the Jamestown Bridge, conducted ground-penetrating radar scans, as well as other testing, of the concrete beams on the bridge to evaluate the strength of those beams, and the condition of the grout within the conduits. They then recommended certain repairs to the bridge that included exposing and filling the voids in the grout, in the cable conduits, and other work that they did, which, in fact, it worked out. ***They were able to -- the State was able to repair the bridge, versus the decisions that were made with respect to the Washington Bridge, where we allege the State got it wrong. On the Jamestown Bridge, they got it right; and on the Washington Bridge, they got it wrong,*** but they are blaming us and the other Defendants for what they could have or should have done, or could have or should have known, based on what had taken place with a very similar structure; namely, the Jamestown Bridge.

So we think that the documents that we have requested in 103 to 108, the Request for Production, dealing with the contracts with the Jamestown Bridge inspections, the documents and communications, and other directives and instructions with respect to the Jamestown Bridge are relevant to this case, and the decisions that were made or not made by the State with respect to the Washington Bridge. So we think it's fair game to inquire into the decision-making processes for both structures.

Sept. 2, 2026 Hr'g Tr. at 40:12 – 41:19 (emphasis added). But if, as the Second Amended Complaint recounts, the Joint Venture—or any other defendant—contends that the Washington Bridge could have been repaired after the emergency closure in December of 2023—which the State does not concede—then under the Emergency Repair Contract, the responsibility for the report that led to the State's decision falls on, and rests with, the Joint Venture because the State's decision to demolish and replace the Washington Bridge was based on the report prepared and issued by the Joint Venture's own subcontractor, VN Engineers, Inc.

In addition, the Emergency Repair Contract is already part of the ongoing discovery in this case. For example, the Joint Venture’s own Rule 30(b)(6) Deposition Notice lists it among the many topics for deposition. *See* Joint Venture’s 30(b)(6) Deposition Notice to the State at 9, ¶ IV(25) (“The State’s decision, after the bridge’s closure, to enter into a separate contract with the JV, identified as 2024-CB-012.”); *id.* at 9, IV(26) (“Contract No. 2024-CB-012, Type 1 Emergency – Washington Bridge, including its terms and modifications.”); *id.* at 9, IV(29) (“The engagement of VN Engineers Inc (‘VN’), including the procurement process, scope of retention, information provided to VN, work performed by VN, findings and conclusions reached by VN, and the State’s reliance on VN opinions, analyses, recommendations, or reports.”); *id.* at 9, IV(30) (“The State’s determination that the Washington Bridge could not feasibly or reasonably be rehabilitated and instead should be demolished and replaced.”).¹

Against that backdrop, there is no prejudice—much less substantial prejudice—to allowing the State to plead this claim defensively and in the alternative. *See Galindez*, 360 A.3d at 77 (“[T]o deny a motion to amend because of delay, ‘the trial justice must find that such delay creates substantial prejudice to the opposing party.’”) (quoting *Lomastro*, 56 A.3d at 96). Doing so now, rather than later, also ensures that all defendants, including the Joint Venture, have fair notice of the State’s alternative claim. And mere delay, without substantial prejudice,² is insufficient to

¹ A copy of the Joint Venture’s Rule 30(b)(6) Deposition Notice is attached hereto as **Exhibit 2**.

² As the Rhode Island Supreme Court has noted, “this Court has allowed amendments to pleadings at very late stages of litigation when the opposing party had not demonstrated substantial prejudice.” *Lomastro v. Iacovelli*, 56 A.3d 92, 96 n. 6 (R.I. 2012) (citing *Wachsberger v. Pepper*, 583 A.2d 77, 79 (R.I. 1990), as “holding that delay of over three years without a showing of prejudice was insufficient to deny motion to amend[,]” and *Mikaelian v. Drug Abuse Unit*, 501 A.2d 721, 722-23 (R.I. 1985), as “holding that it was not error to grant motion to amend four years after the suit commenced and one day before the case was scheduled for trial”). And although the Scheduling Order entered on July 30, 2025, set a deadline of August 31, 2025 to “file motions to join other parties or amend pleadings[,]” that deadline allowed for leave to amend pursuant to Rule 15. *See* Scheduling Order (July 30, 2025) (setting August 31, 2025 as the “[d]eadline to file

defeat Rule 15(a)'s mandate that leave to amend shall be freely given. In short, if and to the extent that the Joint Venture, or any other defendant, contends that the report on which the State reasonably relied in deciding to demolish and replace the Washington Bridge was wrong—which, again, the State does not concede—then the liability for that report and the performance of the Joint Venture's subcontractors rests with the Joint Venture.

For those reasons—and with fact discovery still open (and subject to extension based on the State's recently filed Motion to Extend Deadlines in the Scheduling Order), expert discovery having yet to commence, and in the absence of extreme prejudice—the State respectfully requests that the Court grant this Motion.

Respectfully Submitted,
Plaintiff,
The State of Rhode Island,
By its Attorneys,

PETER F. NERONHA
ATTORNEY GENERAL
STATE OF RHODE ISLAND

/s/ Sarah W. Rice

Sarah W. Rice, Esq. (#10588)
Assistant Attorney General
Megan Rok, Esq. (#11278)
Special Assistant Attorney General
Rhode Island Office of the Attorney General
150 S. Main Street
Providence, RI 02903
Tel: (401) 274-4400
srice@riag.ri.gov
mrok@riag.ri.gov

/s/ Theodore J. Leopold

Theodore J. Leopold (admitted *pro hac vice*)
Leslie M. Kroeger (admitted *pro hac vice*)
Diana L. Martin (admitted *pro hac vice*)

motions to join other parties or amend pleadings, *without leave to amend pursuant to Rule 15*") (emphasis added).

Poorad Razavi (admitted *pro hac vice*)
Takisha Richardson (admitted *pro hac vice*)
Adnan Toric (admitted *pro hac vice*)
Cohen Milstein Sellers & Toll LLP
11780 U.S. Highway One
Suite N500
Palm Beach Gardens, FL 33408
tleopold@cohenmilstein.com
lkroeger@cohenmilstein.com
dmartin@cohenmilstein.com
prazavi@cohenmilstein.com
trichardson@cohenmilstein.com
atoric@cohenmilstein.com

/s/ Jonathan N. Savage

Jonathan N. Savage, Esq. (#3081)
Michael P. Robinson, Esq. (#6306)
Edward D. Pare III, Esq. (#9698)
Savage Law Partners, LLP
564 South Water Street
Providence, RI 02903
Tel: (401) 238-8500
Fax: (401) 648-6748
js@savagelawpartners.com
mrobinson@savagelawpartners.com
epare@savagelawpartners.com

CERTIFICATE OF SERVICE

I hereby certify that on the 7th day of October, 2026, I electronically filed and served this document through the electronic filing system on counsel of record. The document is available for viewing and/or downloading from the Rhode Island Judiciary's electronic filing system.

/s/ Edward D. Pare III

Exhibit 1

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-2024-04526

JURY TRIAL DEMANDED

[PROPOSED]
SECOND AMENDED COMPLAINT

~~April 14, 2025~~

TABLE OF CONTENTS

INTRODUCTION	4
PARTIES	5
<u>A.—The Plaintiff</u>	<u>5</u>
<u>B.—The Defendants</u>	<u>5</u>
JURISDICTION AND VENUE	8
FACTS	8
<u>A.—The Design and Construction of the Washington Bridge</u>	<u>8</u>
<u>B.—The Lichtenstein Report</u>	<u>10</u>
<u>C.—The 1996–1998 Rehabilitation of the Washington Bridge</u>	<u>11</u>
<u>D.—The 2011 MBI Inspection</u>	<u>11</u>
<u>E.—The State Engages AECOM for the Complete Design of the Rehabilitation of the Washington Bridge: A Design-Bid-Build Project</u>	<u>12</u>
<u>F.—AECOM Inspects the Washington Bridge and Transmits Its Technical Evaluation Report and Its Inspection Report</u>	<u>15</u>
<u>G.—RIDOT Receives and Relies on AECOM’s Final Construction Plans</u>	<u>15</u>
<u>H.—The Cardi Corporation Contract</u>	<u>16</u>
<u>I.—Other Inspections of the Washington Bridge</u>	<u>16</u>
<u>J.—A Second Attempt at Rehabilitation of the Washington Bridge: A Design- Build Rehabilitation Project</u>	<u>18</u>
<u>K.—The Joint Venture Embarks on the Design-Build of the Washington Bridge</u>	<u>19</u>
<u>L.—The Emergency Closure of the Washington Bridge</u>	<u>21</u>
<u>M.—Physical Wear and Tear Damage to Eastbound Washington Bridge</u>	<u>21</u>
CAUSES OF ACTION	23
<u>COUNT I</u>	<u>23</u>
Breach of Contract (2014)	23
AECOM	23
<u>COUNT II</u>	<u>24</u>
Negligence	24
AECOM, Steere, Prime, and Aries Support Services	24
<u>COUNT III</u>	<u>27</u>
Negligence	27
Commonwealth Engineers (2019 and 2023 Inspections)	27

COUNT IV	29
Breach of Contract (2019)	29
AECOM	29
COUNT V	30
Breach of Fiduciary Duty	30
AECOM	30
COUNT VI	31
Breach of Contract	31
TranSystems (2016 and 2022 Inspections)	31
COUNT VII	32
Negligence	32
TranSystems (2016 and 2022 Inspections)	32
COUNT VIII	33
Breach of Contract	33
Collins (2017 Inspection)	33
COUNT IX	34
Negligence	34
Collins (2017 Inspection)	34
COUNT X	35
Breach of Contract	35
AECOM (2017, 2019, 2020, 2023 Inspections)	35
COUNT XI	36
Breach of Contract	36
MBI (2018 Inspection)	36
COUNT XII	37
Negligence	37
MBI (2018 Inspection)	37
COUNT XIII	38
Breach of Contract	38
Jacobs Engineering (2021 Inspection)	38
COUNT XIV	39
Negligence	39
Jacobs Engineering (2021 Inspection)	39
COUNT XV	41
Breach of Contract	41

The Joint Venture, Barletta, and Aetna (2021 Design Build Contract).....	41
COUNT XVI.....	42
Negligence.....	42
The Joint Venture, Barletta, Aetna, VHB, and Commonwealth Engineers.....	42
COUNT XVII.....	45
Contractual Indemnity	45
AECOM, Aetna, Barletta, and the Joint Venture.....	45
COUNT XVIII.....	46
Declaratory Judgment Regarding Contractual Indemnity	46
AECOM, Aetna, Barletta, and the Joint Venture.....	46
COUNT XIX.....	47
Declaratory Judgment Regarding Non-Contractual Indemnity	47
All Defendants.....	47
COUNT XX.....	48
Declaratory Judgment Regarding Contribution.....	48
All Defendants.....	48
COUNT XXI.....	49
Negligent Misrepresentation.....	49
AECOM.....	49
COUNT XXII.....	50
Negligent Misrepresentation.....	50
The Joint Venture, Barletta, and Aetna.....	50

<u>INTRODUCTION</u>	<u>4</u>
<u>PARTIES</u>	<u>5</u>
<u>A. The Plaintiff</u>	<u>5</u>
<u>B. The Defendants</u>	<u>5</u>
<u>JURISDICTION AND VENUE</u>	<u>8</u>
<u>FACTS</u>	<u>8</u>
<u>A. The Design and Construction of the Washington Bridge</u>	<u>8</u>
<u>B. The Lichtenstein Report.....</u>	<u>10</u>
<u>C. The 1996-1998 Rehabilitation of the Washington Bridge</u>	<u>11</u>
<u>D. The 2011 MBI Inspection</u>	<u>11</u>
<u>E. The State Engages AECOM for the Complete Design of the Rehabilitation of the Washington Bridge: A Design-Bid-Build Project</u>	<u>12</u>
<u>F. AECOM Inspects the Washington Bridge and Transmits Its Technical Evaluation Report and Its Inspection Report</u>	<u>15</u>
<u>G. RIDOT Receives and Relies on AECOM’s Final Construction Plans.....</u>	<u>15</u>
<u>H. The Cardi Corporation Contract</u>	<u>16</u>
<u>I. Other Inspections of the Washington Bridge</u>	<u>16</u>
<u>J. A Second Attempt at Rehabilitation of the Washington Bridge: A Design-Build Rehabilitation Project</u>	<u>18</u>
<u>K. The Joint Venture Embarks on the Design-Build of the Washington Bridge.....</u>	<u>19</u>
<u>L. The Emergency Closure of the Washington Bridge</u>	<u>21</u>
<u>M. Physical Wear and Tear Damage to Eastbound Washington Bridge</u>	<u>21</u>
<u>N. The Joint Venture is Engaged for Emergency Repairs to the Washington Bridge</u>	<u>23</u>
<u>CAUSES OF ACTION</u>	<u>26</u>
<u>COUNT I</u>	<u>26</u>
<u>Breach of Contract (2014)</u>	<u>26</u>
<u>AECOM.....</u>	<u>26</u>
<u>COUNT II.....</u>	<u>27</u>
<u>Negligence</u>	<u>27</u>
<u>AECOM, Steere, and Prime.....</u>	<u>27</u>
<u>COUNT III.....</u>	<u>30</u>
<u>Breach of Contract (2019)</u>	<u>32</u>
<u>AECOM.....</u>	<u>32</u>
<u>COUNT IV</u>	<u>33</u>
<u>Breach of Fiduciary Duty</u>	<u>33</u>
<u>AECOM.....</u>	<u>33</u>

<u>COUNT V</u>	<u>34</u>
<u>Breach of Contract</u>	<u>34</u>
<u>TranSystems (2016 and 2022 Inspections)</u>	<u>34</u>
<u>COUNT VI</u>	<u>35</u>
<u>Negligence</u>	<u>35</u>
<u>TranSystems (2016 and 2022 Inspections)</u>	<u>35</u>
<u>COUNT VII</u>	<u>36</u>
<u>Breach of Contract</u>	<u>36</u>
<u>Collins (2017 Inspection)</u>	<u>36</u>
<u>COUNT VIII</u>	<u>37</u>
<u>Negligence</u>	<u>37</u>
<u>Collins (2017 Inspection)</u>	<u>37</u>
<u>COUNT IX</u>	<u>38</u>
<u>Breach of Contract</u>	<u>38</u>
<u>AECOM (2017, 2019, 2020, 2023 Inspections)</u>	<u>38</u>
<u>COUNT X</u>	<u>39</u>
<u>Breach of Contract</u>	<u>39</u>
<u>MBI (2018 Inspection)</u>	<u>39</u>
<u>COUNT XI</u>	<u>40</u>
<u>Negligence</u>	<u>40</u>
<u>MBI (2018 Inspection)</u>	<u>40</u>
<u>COUNT XII</u>	<u>41</u>
<u>Breach of Contract</u>	<u>41</u>
<u>Jacobs Engineering (2021 Inspection)</u>	<u>41</u>
<u>COUNT XIII</u>	<u>42</u>
<u>Negligence</u>	<u>42</u>
<u>Jacobs Engineering (2021 Inspection)</u>	<u>42</u>
<u>COUNT XIV</u>	<u>44</u>
<u>Breach of Contract</u>	<u>44</u>
<u>The Joint Venture, Barletta, and Aetna (2021 Design-Build Contract)</u>	<u>44</u>
<u>COUNT XV</u>	<u>45</u>
<u>Negligence</u>	<u>45</u>
<u>The Joint Venture, Barletta, Aetna, and VHB</u>	<u>45</u>
<u>COUNT XVI</u>	<u>48</u>
<u>Contractual Indemnity</u>	<u>48</u>

<u>AECOM, Aetna, Barletta, and the Joint Venture.....</u>	<u>48</u>
<u>COUNT XVII</u>	<u>49</u>
<u>Declaratory Judgment Regarding Contractual Indemnity</u>	<u>49</u>
<u>AECOM, Aetna, Barletta, and the Joint Venture.....</u>	<u>49</u>
<u>COUNT XVIII.....</u>	<u>50</u>
<u>Declaratory Judgment Regarding Non-Contractual Indemnity</u>	<u>50</u>
<u>All Defendants</u>	<u>50</u>
<u>COUNT XIX.....</u>	<u>51</u>
<u>Declaratory Judgment Regarding Contribution</u>	<u>51</u>
<u>All Defendants</u>	<u>51</u>
<u>COUNT XX.....</u>	<u>52</u>
<u>Negligent Misrepresentation.....</u>	<u>52</u>
<u>AECOM.....</u>	<u>52</u>
<u>COUNT XXI.....</u>	<u>53</u>
<u>Negligent Misrepresentation.....</u>	<u>53</u>
<u>The Joint Venture, Barletta, and Aetna.....</u>	<u>53</u>
<u>COUNT XXII</u>	
<u>Breach of Contract.....</u>	<u>54</u>
<u>The Joint Venture, Barletta, and Aetna.....</u>	<u>54</u>

INTRODUCTION

Since the emergency closure of the I-195 westbound Washington Bridge, formally known as the Washington Bridge North No. 700 (the “Washington Bridge”) on December 11, 2023, the State of Rhode Island has suffered millions of dollars in damages. The State determined since that closure that the Washington Bridge is beyond repair and will need to be replaced.

The Washington Bridge as it now exists was originally opened to traffic in 1968. The Washington Bridge has an unusual design. The Defendants below all knew or should have known of the engineering features of the bridge, and therefore should have taken these characteristics into account as part of their collective obligations to the State.

The Washington Bridge has served for decades as a vital transportation artery and economic engine for the State of Rhode Island, its residents and interstate travelers. On December 11, 2023, the State of Rhode Island, acting through the Rhode Island Department of Transportation (RIDOT), issued an Emergency Declaration closing the bridge to protect public safety and prevent catastrophic injuries to persons and property.

The emergency closure of the Washington Bridge came as a result of a startling discovery: a number of steel tie-down rods—critical to the stability of the bridge—had fractured.

Subsequent investigation revealed even more serious problems, including extensive deterioration in the post-tensioning system in cantilever beams used throughout the bridge.

The severe and pervasive nature of these problems has rendered the Washington Bridge unsalvageable. It now must be demolished, redesigned, and rebuilt in its entirety at the cost of hundreds of millions of dollars.

The State of Rhode Island brings this Amended Complaint (“Complaint”) to hold those liable for physical damages to its property and for economic losses it has and will in the future suffer.

PARTIES

A. The Plaintiff

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

B. The Defendants

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

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

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

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

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

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

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

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

~~10.8.~~ Defendant Michael Baker International, Inc., f/k/a Michael Baker, Jr., Inc. (“MBI”) is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business located therein. MBI is registered to do and does business in the State of Rhode Island. Further, the claims in this Complaint against MBI are based on its doing business in and with the State of Rhode Island.

~~11.9.~~ Defendant PRIME AE Group, Inc. (“Prime”) is a corporation organized and existing under the laws of the State of Maryland, with its principal place of business located therein. Prime is registered to do and does business in the State of Rhode Island. Further, the claims in this Complaint against Prime are based on its doing business in and with the State of Rhode Island.

~~12.10.~~ Defendant Steere Engineering, Inc. (“Steere”) is a corporation organized and existing under the laws of the State of Rhode Island, with its principal place of business located in Warwick, Rhode Island.

~~13.11.~~ Defendant TranSystems Corporation (“TranSystems”) is a corporation organized and existing under the laws of the State of Missouri, with its principal place of business located therein. TranSystems is registered to do and does business in the State of Rhode Island. Further, the claims in this Complaint against TranSystems are based on its doing business in and with the State of Rhode Island.

~~14.12.~~ Defendant Vanasse Hangen Brustlin, Inc. (“VHB”) is a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with its principal place of business located therein. VHB is registered to do and does business in the State of Rhode Island. Further, the claims in this Complaint against VHB are based on its doing business in and with the State of Rhode Island.

JURISDICTION AND VENUE

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

~~16.~~14. This Court has jurisdiction over all the Defendants because all have sufficient minimum contacts with the State of Rhode Island. They are either (a) organized and existing under the laws of the State of Rhode Island; or (b) registered to do business in the State of Rhode Island and in fact have done business in the State of Rhode Island; and further because (c) the Defendants' conduct in the events and circumstances giving rise to this lawsuit occurred in the State of Rhode Island.

~~17.~~15. Venue is appropriate in this Court, pursuant to R.I. Gen. Laws §§ 9-4-2 and 9-4-4.

FACTS

A. The Design and Construction of the Washington Bridge

~~18.~~16. In the late 1960s, the State hired Charles A. Maguire & Associates ("Maguire and Associates") to design the Washington Bridge.

~~19.~~17. Maguire and Associates completed their design plans (the "Original Design") in January of 1967 and the bridge was opened to traffic in 1968.

~~20.~~18. The Washington Bridge has an extremely unusual design and may be the only bridge of its kind in the United States, if not the world.

~~21.~~19. The complex structure is composed of eighteen spans of various structural types, including post-tensioned cantilever beams.

22-20. The post-tensioned cantilever beams have two general configurations within the bridge, a balanced cantilever configuration and an unbalanced cantilever configuration—the use of both configurations being one of the bridge’s most unusual, if not unique, features.

23-21. In the balanced cantilever configuration, stability of the cantilever beam is established by the weight of adjacent drop-in prestressed girder spans and vertical rods anchoring the cantilever beam to the supporting pier.

24-22. In the unbalanced cantilever beam configuration, a drop-in prestressed girder span is only located on one end of the cantilever. The stability of the unbalanced cantilever is maintained by tie-down rods located on the opposite end of the beam from the drop-in span.

25-23. Each unbalanced cantilever beam utilizes tie-down rods to secure each beam. Only the exterior facing tie-down rods on the exterior beams are accessible for visual inspection.

26-24. In addition to using tie-down rods, the Original Design also incorporated another critical feature: the use of post-tensioned cables in concrete beams used throughout the bridge.

27-25. The post-tensioned cables were used to construct post-tensioned concrete beams, which, when working properly, provided stability to the bridge and prevented the beams from cracking when carrying live traffic loads.

28-26. The assembly of the post-tensioned concrete beams included the insertion of grout to protect steel cables within the concrete. The grout is essential to maintaining the integrity of these post-tensioned concrete beams.

29-27. Voids in the grout are, without more, cause for serious concern. But when coupled with severe corrosion of the cables themselves, they can severely compromise the integrity of the prestressed, post-tensioned concrete beams.

~~30~~28. Together, the tie-down rods and the post-tensioned cantilever beams are critical to the stability—and safety—of the Washington Bridge.

~~31~~29. Ultimately, after receiving the Original Design, the State hired Aetna to construct the Washington Bridge.

~~32~~30. After Aetna completed its work, the Washington Bridge opened to traffic in 1968.

B. The Lichtenstein Report

~~33~~31. Over the years, the Washington Bridge has been inspected a number of times. The first such inspection relevant to this case began in the early 1990s, when the State commissioned A.G. Lichtenstein & Associates, Inc. (“Lichtenstein & Associates”) to complete an inspection of the Washington Bridge.

~~34~~32. In January of 1992, Lichtenstein & Associates delivered its inspection report (the “Lichtenstein Report”) to RIDOT.

~~35~~33. The Lichtenstein Report disclosed several important concerns with the Washington Bridge.

~~36~~34. Among other problems, the Lichtenstein Report noted deterioration at the ends of the concrete drop-in beams and that “[t]he grout in the stressing pocket and the precast shoulders of the cantilever beams are all showing signs of distress.”

~~37~~35. The Lichtenstein Report also expressed concern about corrosion from moisture and salt exposure in the post-tensioning cables in the post-tensioned cantilever beams. The Lichtenstein Report further commented that shadows seen on radiography suggested the presence of voids in the grout encasing and protecting the post-tensioned cables.

~~38.36.~~ The Lichtenstein Report expressed an additional concern with the state of the post-tensioned cantilever beams: “[t]he secondary area of concern in the post-tensioned beams is in the beam webs where cracks through have been found that follow the tendon profile.”

~~39.37.~~ Ultimately, Lichtenstein & Associates’ “[c]alculations indicate[d] that the diagonal cracks, which follow the tendon profile in all likelihood were formed during initial tensioning of the tendons.” They predicted that it was “unlikely” that the cracks in the post-tensioned cantilever beams would “continue to grow.” As future inspections later revealed, however, that prediction was wrong.

C. The 1996-1998 Rehabilitation of the Washington Bridge

~~40.38.~~ In connection with a major rehabilitation project which began in 1996 and was completed in 1998, significant deterioration was discovered in the supports of the cantilever drop-in beam connections, as well as voids in the grout encasing and protecting the cables in the post-tensioned cantilever beams.

~~41.39.~~ In an effort to address the issues, retrofit grouting was performed.

D. The 2011 MBI Inspection

~~42.40.~~ After the major rehabilitation project was completed in 1998, the Washington Bridge continued to be inspected at regular intervals.

~~43.41.~~ MBI conducted a routine inspection of the Washington Bridge on August 3, 2011, and transmitted its findings to RIDOT in a report.

~~44.42.~~ Among other reported conditions, MBI found that “[t]he superstructure [was] in poor condition.”

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

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

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

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

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

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

50.48. Phase 1 of the project—referred to as “Study & Development”—was intended “to develop and recommend the scope of the necessary bridge rehabilitation.” As the RFP required, “[t]he Consultant will initiate Phase 1 by performing a bridge inspection and developing a bridge

inspection/evaluation report, which will include the preparation of a preliminary cost estimate that will be used to help program final design and construction of the bridge rehabilitation.”

~~51.49.~~ Phase 1 also included several requirements for the expected bridge work:

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

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

~~52.50.~~ The bridge work in Phase 1 of the RFP also called for a number of tasks, which included the following: “Review Existing NBIS [National Bridge Inspection Standards] Inspection Report and Data - *The Consultant will review available NBIS inspection reports in preparation for their own inspection and utilize the information, as appropriate, in the development of repair details.*” (Emphasis added).

~~53.51.~~ The RFP then turned to Phase 2, which generally called for a consultant’s work in preparing documents for, and providing advice and guidance to, RIDOT to advance the rehabilitation project out to bid.

~~54.52.~~ The final phase—Phase 3—involved providing construction support, attending meetings, reviewing contractor shop drawings and Requests for Information, monitoring construction activities, and advising and guiding RIDOT in connection with advancing the project to completion.

~~55.53.~~ AECOM's Letter of Interest/Technical Proposal contained an introduction, in which AECOM touted:

- a. That AECOM was, at that time, "the number 1 ranked pure design firm by Engineering News-Record" and was "also ranked number 1 in Transportation";
- b. That AECOM's services covered "the gambit [*sic, recte* gamut] of transportation engineering[,] including structural, traffic, railroad, environmental, planning, utilities and drainage, architecture and geotechnical engineering"; and
- c. That AECOM had "seen firsthand the effect of deterioration on important structures."

~~56.54.~~ AECOM provided a background section summarizing the repairs to the Washington Bridge, which specifically referenced the repairs that took place during the 1996-1998 rehabilitation project.

~~57.55.~~ AECOM's Letter of Interest/Technical Proposal includes a background section on the Washington Bridge that explains the design of the bridge, previous repairs to the bridge, and previous inspections. As a result, AECOM knew or should have known of the bridge's unusual, perhaps unique, design.

~~58.56.~~ On July 18, 2013, AECOM was selected to complete the Complete Design Services for the Rehabilitation of the Washington Bridge.

~~59.57.~~ On January 29, 2014, AECOM and the State entered into a contract for complete design services for the rehabilitation of the Washington Bridge (Contract Number 2014-EB-003) (hereinafter, the "2014 AECOM Contract").

~~60.~~58. AECOM's subconsultants on the project were (a) Steere; (b) Prime; and (c) Aries Support Services, Inc. ("Aries Support Services") who AECOM represented possessed "the experience, knowledge, and character to qualify them for the particular duties they perform."

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

~~61.~~59. On or about January 21, 2015, AECOM provided RIDOT with (a) its Final Technical Evaluation, entitled "RI Contract No. 2014-EB-003, Final Technical Evaluation Report, Washington Bridge North No. 700, Providence and East Providence, Rhode Island" (the "Final Technical Evaluation"); and (b) a report entitled "Washington Bridge No. 700 Bridge Inspection Results" (the "Final Inspection Report"). These reports failed to adequately recognize or address critical elements of the bridge's structural safety and integrity.

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

~~62.~~60. Over the next year and a half, AECOM proceeded with its development and design of final construction plans for the complete rehabilitation of the Washington Bridge.

~~63.~~61. On September 23, 2016, AECOM transmitted to RIDOT its final construction plans and specifications (the "2016 Construction Plans") for the rehabilitation of the Washington Bridge.

~~64.~~62. The 2016 Construction Plans were a direct result of the design and other work performed by AECOM and its subconsultants, Steere, Prime, and Aries Support Services.

~~65.~~63. The 2016 Construction Plans failed to identify, analyze, or recommend improvements "necessary to completely rehabilitate the existing structure" as required by the 2014 AECOM Contract.

H. The Cardi Corporation Contract

~~66-64.~~ Ultimately, on January 30, 2017, the State and Cardi Corporation (a Rhode Island corporation) entered into a contract agreement to perform the construction portion of the 2016 Rehabilitation Project based on the design and plans of AECOM and its subconsultants.

~~67-65.~~ As a result of Cardi Corporation's work adhering to the traffic management requirements, for which AECOM was responsible, unacceptable levels of traffic, congestion, and delays resulted. Consequently, the contract was terminated.

I. Other Inspections of the Washington Bridge

~~68-66.~~ From 2015 until the fractured tie-down rods were discovered in December of 2023, five engineering firms oversaw inspections of the Washington Bridge and reported their findings to RIDOT pursuant to inspection contracts between the State of Rhode Island and such firms.

~~69-67.~~ Like AECOM and its subconsultants under the 2014 AECOM Contract, however, none of the firms that conducted the inspections adequately recognized or addressed critical elements of the bridge's structural safety and integrity.

~~70-68.~~ Routine inspections of the Washington Bridge were conducted every two years.

~~71-69.~~ Additionally, because of the known deteriorating condition of the Washington Bridge, special inspections began in 2016.

~~72-70.~~ The inspections were intended to result in comprehensive evaluations and recommendations with respect to both the superstructure and substructure of the Washington Bridge.

~~73-71.~~ From 2015 until the fractured tie-down rods were discovered in December of 2023 the following inspections were conducted:

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

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

c. AECOM conducted a special inspection of the Washington Bridge from October 10, 2017 to October 27, 2017. This inspection involved inspections of the beam ends of the drop-in girders located in Spans 1 through 6 and 8 through 14 of the Washington Bridge.

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

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

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

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

h. TranSystems conducted a special inspection of the Washington Bridge over the course of multiple days between July 7, 2022 and July 22, 2022.

The primary reason for the special inspection was to investigate the deteriorated condition.

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

~~74.72.~~ After completing its inspection of the Washington Bridge, each engineering firm reported its findings to RIDOT through an inspection report pursuant to an inspection contract between the State of Rhode Island and the firm.

~~75.73.~~ All the foregoing engineering firms failed to identify, recognize, or address critical elements of the bridge's structural safety and integrity.

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

~~76.74.~~ In 2019, the State and AECOM entered into a Notice of Change/Contract Addendum (the "2019 AECOM Contract"), pursuant to which the State agreed to pay AECOM additional funds for the creation of a Design-Build RFP package (the "2019 Design-Build Solicitation") and for Construction Phase Services.

~~77.75.~~ AECOM's work on the 2019 Design-Build Solicitation included: development of Base Technical Concept ("BTC") documents, survey, comprehensive traffic analysis, geotechnical investigations, plan submission, shop drawings, Request for Information ("RFI") reviews, and the performance of construction phase services for this project as RIDOT's representative throughout the construction work.

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

~~78.76.~~ On or about March 17, 2021, RIDOT issued RFP/Bid No. 7611889—a request for proposals entitled “Best Value Design-Build Procurement for Bridge Group 57T-10: I-195 Washington North Phase 2” (the “2021 RFP”).

~~79.77.~~ The concept for the 2021 RFP was to initiate a Design-Build project based on the 2019 Design-Build Solicitation prepared by AECOM.

~~80.78.~~ The 2021 RFP stated: “The overall goal of this project is to provide a 25-year design life for the rehabilitated structure; therefore, the DB [Design-Build] Entity shall design and construct the bridge strengthening and rehabilitation with *a minimum design life of 25 years.*” (Emphasis added).

~~81.79.~~ The 2021 RFP further stated, among other things: “The DB [Design-Build] Entity shall perform concrete repairs and crack sealing for the existing structure that is to remain and be reused, including but not limited to drop-in beams, precast beams, cantilevers, substructures, spandrel walls, and all other concrete items.”

~~82.80.~~ On or about July 2, 2021, the Joint Venture submitted a Design-Build proposal. The proposal repeatedly emphasized that if it were accepted, the result would be a rehabilitated bridge with a 25-year life expectancy.

~~83.81.~~ The Joint Venture’s proposal represented and touted its deep understanding of the bridge and its history.

~~84.82.~~ The Joint Venture's proposal identified VHB as its lead designer. The proposal specifically highlighted VHB's "Valuable Knowledge of the Site" based on its participation in earlier rehabilitation efforts. The proposal stated that VHB's design work would be supplemented by Commonwealth ~~Engineers~~ Engineers & Consultants, Inc.'s ("Commonwealth Engineers") design work.

~~85.83.~~ The Joint Venture's proposal stated that the rehabilitation would achieve a rating that would satisfy all design, legal, and permit loads.

~~86.84.~~ The Joint Venture's proposal stated that it would eliminate a proposed tie-down rod at one end of the bridge, at Pier 4:

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

(Emphasis added).

~~87.85.~~ The Joint Venture recognized the fracture criticality of the tie-downs but did not address their existence at Piers 6 and 7.

~~88.86.~~ The Joint Venture's proposal identified VHB's subconsultants on the project, including Commonwealth Engineers (which would be performing "Structural/bridge design").

~~89.87.~~ As part of its undertaking to extend the life expectancy of the bridge by twenty-five years, the proposal further stated: "Commonwealth and VHB will perform independent steel and camber designs as added quality review during the design phase" and "Commonwealth Engineers will perform independent review of structural steel, prestressed girder, and camber designs as well as *additional rehabilitation design tasks.*" (Emphasis added).

~~90.88.~~ On or about September 1, 2021, RIDOT awarded the project to the Joint Venture in reliance on the promises made in July of 2021 by the Joint Venture that if awarded the contract the life expectancy of the bridge would be extended by twenty-five years.

~~91.89.~~ On or about October 19, 2023, the Joint Venture issued rehabilitation plans stamped by VHB, Barletta, and Aetna. These plans still did not address the existence of any possible problems relating to the tie-down rods at Piers 6 and 7 and did not call for repairs to the post-tensioning systems.

L. The Emergency Closure of the Washington Bridge

~~92.90.~~ On December 8, 2023, VHB identified: (1) Tie-down rod failures at Pier 7; and (2) Tie-down rods compromised at Pier 6.

~~93.91.~~ VHB also observed evidence of a possible failure of other tie-down rods.

~~94.92.~~ Based on these observations, RIDOT issued an emergency declaration on December 11, 2023, at 3:00 p.m., closing the Washington Bridge.

~~95.93.~~ Subsequent investigation revealed the existence of unaddressed voids, poor grout, moisture, and corrosion, resulting in widespread deterioration of the post-tensioning system, critical to the safety and structural integrity of the bridge, such that the only reasonable option is to demolish and replace the existing bridge.

M. Physical Wear and Tear Damage to Eastbound Washington Bridge

~~96.94.~~ The Eastbound Washington Bridge, formally known as Rhode Island Bridge No. 200 (“Eastbound Washington Bridge”), was originally constructed between 1928 and 1930 and was used to connect Providence and East Providence for both eastbound and westbound traffic.

~~97.95.~~ By the 1960s, the Eastbound Washington Bridge was unable to handle the traffic volume, which had grown significantly since its original construction.

~~98.96.~~ To reduce the traffic volume and avoid structural deterioration on the Eastbound Washington Bridge, a second parallel bridge — the Washington Bridge (Washington Bridge North No. 700) — was constructed specifically to handle westbound traffic.

~~99.97.~~ After the completion of the Washington Bridge in 1968, the Eastbound Washington Bridge was reconfigured exclusively for eastbound traffic, and subsequently, Rhode Island contract number 2003-CB-061 reconstructed the Eastbound Washington Bridge with a modern steel structure and opened it to the public in 2007.

~~100.98.~~ The Eastbound Washington Bridge and Washington Bridge, while parallel, are entirely separate, independent bridges with distinct structural components and foundations.

~~101.99.~~ To compensate for the emergency closure of the Washington Bridge, westbound traffic was rerouted onto the Eastbound Washington Bridge, substantially increasing its traffic volume.

~~102.100.~~ The traffic volume on the Eastbound Washington Bridge is now significantly greater than it was at the time it was in the 1960s, and the increased traffic volume has resulted in physical wear and tear damage to the bridge.

~~103.101.~~ Due to the increased traffic volume on the Eastbound Washington Bridge since the emergency closure of the Washington Bridge, there has been wear and tear to the Eastbound Washington Bridge that would not have otherwise occurred.

~~104.102.~~ Due to this increased traffic volume and increased wear and tear, repairs to physical aspects of the Eastbound Washington Bridge are required on a much more frequent basis than they would have otherwise been required.

~~105.~~103. Due to this increased traffic volume and increased wear and tear, physical maintenance is required on a more frequent basis to keep the Eastbound Washington Bridge in safe operating condition.

~~106.~~104. Due to this increased traffic volume and increased wear and tear, the State has had to install advanced monitoring systems, including real-time sensors and structural health monitoring equipment, to track the structural health and integrity of the Eastbound Washington Bridge in order to ensure ongoing public safety.

N. The Joint Venture is Engaged for Emergency Repairs to the Washington Bridge

105. Following the emergency closure of the Washington Bridge, the State issued to the Joint Venture a purchase order for emergency repairs to the Washington Bridge (Contract No. 2024-CB-012) (hereinafter, the “Emergency Repair Contract”).

106. Among other things, the Emergency Repair Contract incorporated by reference the State’s General Conditions of Purchase.

107. Under the State’s General Conditions of Purchase, the Joint Venture, as the “Vendor,” was required, in relevant part, to:

a. “Perform services in accordance with applicable standards of professional skill and care or as otherwise provided in the solicitation or Contract. When applicable law requires that services be performed by licensed professionals, Vendor shall provide those services through the performance of qualified persons or entities duly licensed to practice their professions”;

b. “[P]erform all work so as to cause the least disruption and inconvenience to the State, and with proper consideration for the rights of other Vendors and workers”;

c. “[A]cquaint themselves with conditions to be found at the project site, and to assume responsibility for the appropriate dispatching of equipment and supervision of its employees during the conduct of the work”;

d. “[S]upervise Vendor employees and subcontractors and to ensure that its employees are instructed with respect to special rules, regulations, policies, and procedures in effect for any State facility or project site, and that its employees comply with such rules, regulations, policies and procedures”; and

e. “[P]erform background checks of Vendor employees, subcontractors and agents as required by the State.” 220-RICR-30-00-13.22(A)(1), (5), (6), (7), and (8).

108. Under the State’s General Conditions of Purchase, the JV, as the “Vendor,” also warranted that:

a. “The product or services shall perform according to the specific claims and representations made by the Vendor in its bid or proposal;”

b. “The services or product offered by the Vendor are suitable for the ordinary purposes for which such product is used or services provided;”

c. “The product or services offered by the Vendor are suitable for any special purposes identified in the solicitation or for which the State has relied on the Vendor’s skill or judgment;”

d. “The product was designed and the services performed in a commercially reasonable manner; and,”

e. “The product or services are free from defects in material and workmanship.” 220-RICR-30-00-13.12(A)(1)-(5).

109. The State’s General Conditions of Purchase further provide that:

Vendors shall not subcontract with any third-party, except as set forth in its bid or proposal, without the prior written consent of the State Purchasing Agent. Such consent, if granted, shall not relieve the Vendor of any of its responsibilities under the Contract, nor shall it create privity of contract between the State and the subcontractor. *If a Vendor uses a sub-contractor to fulfill its responsibilities, then the Vendor shall be responsible for the sub-contractor's performance, compliance with the applicable terms of the Contract and all applicable statutes, rules, regulations, and these General Conditions of Purchase.*

220-RICR-30-00-13.25(A) (emphasis added).

110. In connection with the Emergency Repair Contract, the Joint Venture engaged VHB as a subcontractor to provide, among other things, structural design and evaluation services.

111. VHB, in turn, engaged VN Engineers, Inc. ("VN") to, among other things, conduct an assessment of the Type D Cantilever Beam Post-Tensioning System for the Washington Bridge, which included a "qualitative review of repair and strengthening options."

112. On or about February 26, 2024, VN issued a report entitled, "Assessment of the Type D Cantilever Beam Post-Tensioning System on the I-195 Westbound Washington Bridge" (the "VN Report").

113. The VN Report documented a number of deficiencies in the post-tensioning system, including significant voids within the post-tensioned ducts, soft grout within the post-tensioned ducts, suspected delamination, and web cracking along the post-tensioned ducts.

114. According to the VN Report:

a. "The repair and strengthening options for the Washington Bridge are limited, complex, and do not completely mitigate the identified risks within the structure"; and

b. "The repairs and strengthening required to address the documented deterioration and deficiencies along the structure are significant, have limited viability, and have risk associated with them. *To fully eliminate these risks and improve inspection,*

maintenance, and repair access would require the demolition of the superstructure, and potentially a full bridge replacement.” (Emphasis added).

115. Based on the VN Report, the State determined that the Washington Bridge could not viably be repaired and, as a result, the Washington Bridge had to be demolished and replaced.

116. The State’s reliance on the VN Report was reasonable.

117. The State’s decision to demolish and replace the Washington Bridge was reasonable.

CAUSES OF ACTION

COUNT I

Breach of Contract (2014)

AECOM

~~107.~~118. The State repeats, realleges, and incorporates all the preceding allegations in this Complaint as if set forth fully herein.

~~108.~~119. The State and AECOM are parties to the 2014 AECOM Contract.

~~109.~~120. AECOM breached the 2014 AECOM Contract by, *inter alia*, failing to (a) conduct a detailed research and review of previous inspection reports, drawings, and plans—including, but not limited to, the Original Design Plans and the plans for the 1996-1998 rehabilitation project; (b) conduct an inspection of the Washington Bridge in conformance with the contract; (c) perform evaluations and report to the State as required by the contract; (d) recommend needed repairs in accordance with the requirements of the contract; and (e) otherwise comply with its contractual obligations.

~~110.~~121. As a direct and proximate result of AECOM’s breaches of the 2014 AECOM Contract, the State has suffered and will continue to suffer both physical damages to its

property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against AECOM for all of its damages plus interest, costs, and reasonable attorneys' fees.

COUNT II

Negligence

AECOM, Steere, and Prime, and Aries Support Services

~~111.122.~~ 122. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through ~~106~~ 117.

~~112.123.~~ 123. AECOM, Steere, ~~and Prime, and Aries Support Services~~ owed the State a duty to conform to the standard of skill, care, and diligence exercised by the average professional engineering, consulting, construction, inspection, and design firm.

~~113.124.~~ 124. Further, as professional engineers, AECOM, Steere, and Prime have specific duties imposed by law, including a duty to:

- a. “perform their services only in the areas of their discipline and competence according to current standards of technical competence,” 430-RICR-00-00-1.7(B)(1);
- b. “recognize their responsibility to the public and . . . represent themselves before the public only in an objective and truthful manner,” 430-RICR-00-00-1.7(B)(2);
- c. “in the performance of their services for clients, employers, and customers, . . . be cognizant that their first and foremost responsibility is to the public welfare,” 430-RICR-00-00-1.7(C)(1);
- d. “approve and seal only those design documents that conform to accepted engineering standards and safeguard the life, health, property, and welfare of the public,” 430-RICR-00-00-1.7(C)(2);

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

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

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

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

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

~~116.~~127. The State and AECOM are parties to the 2014 AECOM Contract in which AECOM agreed that it:

a. “shall be liable for all damage caused by its negligent acts, or its errors or omissions in its services under this Agreement or any supplements to this Agreement,” Contract No. 2014-EB-003, Art. X, § B(2);

b. “shall rebuild, repair, restore, and make good all losses, injuries, or damages to any portion of the work from any cause except those beyond the control of and without the fault or negligence of” AECOM, § 12.104.14 – State of Rhode Island Procurement Regulations: Section 12 Rhode Island Department of Transportation Projects (incorporated into the 2014 AECOM Contract); and

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

~~117.~~128. As a direct and proximate result of the negligence of AECOM, Steere, and Prime, ~~and Aries Support Services~~, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

~~118.~~129. AECOM, Steere, and Prime, ~~and Aries Support Services~~ are joint tortfeasors as to the State of Rhode Island and are jointly and severally liable for all resulting damages.

WHEREFORE, the State of Rhode Island demands judgment against AECOM, Steere, ~~and Prime, and Aries Support Services~~, jointly and severally, for all of its damages plus interest, costs, and reasonable attorneys' fees.

Count III
Negligence
Commonwealth Engineers (2019 and 2023 Inspections)

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

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

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

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

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

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

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

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

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

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

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

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

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

~~WHEREFORE, the State of Rhode Island demands judgment against Commonwealth Engineers for all of its damages plus interest, costs, and reasonable attorneys' fees.~~

~~Count IV~~COUNT III
Breach of Contract (2019)
AECOM

~~125.~~130. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through ~~106~~117.

~~126.~~131. The State and AECOM are parties to the 2019 AECOM Contract.

~~127.~~132. AECOM breached the 2019 AECOM Contract by, *inter alia*, failing to (a) conduct a detailed research and review of previous inspection reports, drawings, and plans—including, but not limited to, the Original Design Plans, and the plans for the 1996-1998 rehabilitation project; (b) conduct an inspection of the Washington Bridge in conformance with the contract; (c) perform evaluations and report to the State as required by the contract; (d) recommend needed repairs in accordance with the requirements of the contract; and (e) otherwise comply with its contractual obligations.

~~128.~~133. As a direct and proximate result of AECOM's breaches of the 2019 AECOM Contract, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against AECOM for all of its damages plus interest, costs, and reasonable attorneys' fees.

~~Count V~~COUNT IV
Breach of Fiduciary Duty
AECOM

~~129-134.~~_____ The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through ~~106-117.~~

~~130-135.~~_____ AECOM held itself out to the State as a trusted expert in professional engineering, consulting, construction, and design.

~~131-136.~~_____ The State reasonably and justifiably relied upon AECOM's purported expertise in the professional engineering, consulting, construction, and design industry.

~~132-137.~~_____ In agreeing to serve as the Consultant in connection with the 2014 Contract, AECOM assumed and, therefore, owed the State fiduciary duties.

~~133-138.~~_____ In agreeing to serve as RIDOT's Owner's Representative in connection with the 2019 Design-Build Proposal, AECOM assumed and, therefore, owed the State fiduciary duties.

~~134-139.~~_____ AECOM, however, breached its fiduciary duties to the State.

~~135-140.~~_____ As a direct and proximate result of AECOM's breaches of its fiduciary obligations to the State, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against AECOM for all of its damages plus interest, costs, and reasonable attorneys' fees.

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

~~136.141.~~ The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through ~~106~~117.

~~137.142.~~ The State and TranSystems are parties to a 2014 and a 2019 inspection contract.

~~138.143.~~ TranSystems conducted an inspection of the Washington Bridge on July 15, 2016 under the 2014 inspection contract and an inspection of the Washington Bridge on July 22, 2022 under the 2019 inspection contract.

~~139.144.~~ TranSystems breached its inspection contracts by, *inter alia*, failing to (a) conduct a detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to, previous inspection reports, drawings, and plans; (b) conduct an inspection of the Washington Bridge in conformance with the inspection contracts; (c) perform evaluations and report to the State as required by the contracts; (d) recommend needed repairs in accordance with the requirements of the contracts; and (e) otherwise comply with its contractual obligations.

~~140.145.~~ As a direct and proximate result of TranSystems' breaches of the inspection contracts, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against TranSystems for all of its damages plus interest, costs, and reasonable attorneys' fees.

~~Count VI~~
COUNT VI
Negligence
TranSystems (2016 and 2022 Inspections)

~~141.~~146. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through ~~106~~117.

~~142.~~147. TranSystems owed the State a duty to conform to the standard of skill, care, and diligence exercised by the average professional engineering, consulting, construction, inspection, and design firm in conducting the July 15, 2016 and the July 22, 2022 inspections of the Washington Bridge.

~~143.~~148. TranSystems breached its duty of care by, *inter alia*, negligently failing to

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

~~144.~~149. As a direct and proximate result of TranSystems' negligence, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against TranSystems for all of its damages plus interest, costs, and reasonable attorneys' fees.

~~Count VII~~**COUNT VII**
Breach of Contract
Collins (2017 Inspection)

~~145.150.~~ The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through ~~106~~117.

~~146.151.~~ The State and Collins are parties to a 2014 inspection contract.

~~147.152.~~ Collins conducted an inspection of the Washington Bridge on July 24, 2017 under the 2014 inspection contract.

~~148.153.~~ Collins breached the inspection contract by, *inter alia*, failing to (a) conduct a detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to, previous inspection reports, drawings, and plans; (b) conduct an inspection of the Washington Bridge in conformance with the inspection contract; (c) perform evaluations and report to the State as required by the contract; (d) recommend needed repairs in accordance with the requirements of the contract; and (e) otherwise comply with its contractual obligations.

~~149.154.~~ As a direct and proximate result of Collins' breaches of the inspection contract, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against Collins for all of its damages plus interest, costs, and reasonable attorneys' fees.

~~Count IX~~COUNT VIII
Negligence
Collins (2017 Inspection)

~~150.155.~~_____ The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through ~~106~~117.

~~151.156.~~_____ Collins owed the State a duty to conform to the standard of skill, care, and diligence exercised by the average professional engineering, consulting, construction, inspection, and design firm in conducting the July 24, 2017 inspection of the Washington Bridge.

~~152.157.~~_____ Collins breached its duty of care by, *inter alia*, negligently failing to (a) conduct a reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to, previous inspection reports, drawings, and plans; (b) conduct an inspection of the Washington Bridge in conformance with the standard of care customary in the professional engineering, consulting, construction, and design industry; (c) recognize the importance and significance of the tie-down rods as critical to the stability of the Washington Bridge; (d) perform an investigation into or evaluation of the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams; and (e) recommend repairs to address the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams.

~~153.158.~~_____ As a direct and proximate result of Collins' negligence, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against Collins for all of its damages plus interest, costs, and reasonable attorneys' fees.

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

~~154.159.~~ The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through ~~106~~117.

~~155.160.~~ The State and AECOM are parties to a 2014 and a 2019 inspection contract.

~~156.161.~~ AECOM conducted an inspection of the Washington Bridge on October 27, 2017, July 24, 2019, and July 22, 2020 under the 2014 inspection contract and an inspection of the Washington Bridge on July 21, 2023 under the 2019 inspection contract.

~~157.162.~~ AECOM breached its inspection contracts by, *inter alia*, failing to (a) conduct a detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to, previous inspection reports, drawings, and plans; (b) conduct inspections of the Washington Bridge in conformance with the inspection contracts; (c) perform evaluations and report to the State as required by the contracts; (d) recommend needed repairs in accordance with the requirements of the contracts; and (e) otherwise comply with its contractual obligations.

~~158.163.~~ As a direct and proximate result of AECOM's breaches of the inspection contracts, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against AECOM for all of its damages plus interest, costs, and reasonable attorneys' fees.

~~Count XI~~**COUNT X**
Breach of Contract
MBI (2018 Inspection)

~~159.164.~~_____ The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through ~~106~~117.

~~160.165.~~_____ The State and MBI are parties to a 2014 inspection contract.

~~161.166.~~_____ MBI conducted an inspection of the Washington Bridge on July 24, 2018 under the 2014 inspection contract.

~~162.167.~~_____ MBI breached its inspection contract by, *inter alia*, failing to (a) conduct a detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to, previous inspection reports, drawings, and plans; (b) conduct an inspection of the Washington Bridge in conformance with the inspection contract; (c) perform evaluations and report to the State as required by the contract; (d) recommend needed repairs in accordance with the requirements of the contract; and (e) otherwise comply with its contractual obligations.

~~163.168.~~_____ As a direct and proximate result of MBI's breaches of the inspection contract, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against MBI for all of its damages plus interest, costs, and reasonable attorneys' fees.

~~Count XI~~COUNT XI

Negligence
MBI (2018 Inspection)

~~164.169.~~ The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through ~~106~~117.

~~165.170.~~ MBI owed the State a duty to conform to the standard of skill, care, and diligence exercised by the average professional engineering, consulting, construction, inspection, and design firm in conducting the July 24, 2018 inspection of the Washington Bridge.

~~166.171.~~ MBI breached its duty of care by, *inter alia*, negligently failing to (a) conduct a reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to, previous inspection reports, drawings, and plans; (b) conduct an inspection of the Washington Bridge in conformance with the standard of care customary in the professional engineering, consulting, construction, and design industry; (c) recognize the importance and significance of the tie-down rods as critical to the stability of the Washington Bridge; (d) perform an investigation into or evaluation of the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams; and (e) recommend repairs to address the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams.

~~167.172.~~ As a direct and proximate result of MBI's negligence, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against MBI for all of its damages plus interest, costs, and reasonable attorneys' fees.

~~Count XH~~COUNT XII
Breach of Contract
Jacobs Engineering (2021 Inspection)

~~168.173.~~_____ The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through ~~106~~117.

~~169.174.~~_____ The State and Jacobs Engineering are parties to a 2019 inspection contract.

~~170.175.~~_____ Jacobs Engineering conducted an inspection of the Washington Bridge on July 23, 2021 under the 2019 inspection contract.

~~171.176.~~_____ Jacobs Engineering breached its inspection contract by, *inter alia*, failing to (a) conduct a detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to, previous inspection reports, drawings, and plans; (b) conduct an inspection of the Washington Bridge in conformance with the inspection contract; (c) perform evaluations and report to the State as required by the contract; (d) recommend needed repairs in accordance with the requirements of the contract; and (e) otherwise comply with its contractual obligations.

~~172.177.~~_____ As a direct and proximate result of Jacobs Engineering's breaches of the inspection contract, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against Jacobs Engineering for all of its damages plus interest, costs, and reasonable attorneys' fees.

~~Count XIV~~COUNT XIII
Negligence
Jacobs Engineering (2021 Inspection)

~~173.178.~~_____ The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through ~~106~~117.

~~174.179.~~_____ Jacobs Engineering owed the State a duty to conform to the standard of skill, care, and diligence exercised by the average professional engineering, consulting, construction, inspection, and design firm in conducting the July 23, 2021 inspection of the Washington Bridge.

~~175.180.~~_____ Further, as a professional engineer, Jacobs Engineering has specific duties imposed by law, including a duty to:

- a. “perform their services only in the areas of their discipline and competence according to current standards of technical competence,” 430-RICR-00-00-1.7(B)(1);
- b. “recognize their responsibility to the public and . . . represent themselves before the public only in an objective and truthful manner,” 430-RICR-00-00-1.7(B)(2);
- c. “in the performance of their services for clients, employers, and customers, . . . be cognizant that their first and foremost responsibility is to the public welfare,” 430-RICR-00-00-1.7(C)(1);
- d. “approve and seal only those design documents that conform to accepted engineering standards and safeguard the life, health, property, and welfare of the public,” 430-RICR-00-00-1.7(C)(2);
- e. “undertake assignments only when qualified by education or experience in the specific technical fields of engineering involved,” 430-RICR-00-00-1.7(D)(1);
- f. “not affix their signatures or seals to any drawings or documents dealing with subject matter in which they lack competence” 430-RICR-00-00-1.7(D)(2); and

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

~~176~~181. Jacobs Engineering breached its duty of care by, *inter alia*, negligently failing to (a) conduct a reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to, previous inspection reports, drawings, and plans; (b) conduct an inspection of the Washington Bridge in conformance with the standard of care customary in the professional engineering, consulting, construction, and design industry; (c) recognize the importance and significance of the tie-down rods as critical to the stability of the Washington Bridge; (d) perform an investigation into or evaluation of the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams; (e) recommend repairs to address the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams; (f) ensure they possessed adequate technical competence, experience, and skill to perform the work; and (g) honestly convey their past experience and competence when soliciting to be chosen by the State to perform the work.

~~177~~182. As a direct and proximate result of Jacobs Engineering’s negligence, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against Jacobs Engineering for all of its damages plus interest, costs, and reasonable attorneys’ fees.

~~Count XV~~COUNT XIV

Breach of Contract

The Joint Venture, Barletta, and Aetna (2021 Design-Build Contract)

~~178.183.~~ The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through ~~106~~117.

~~179.184.~~ The State and the Joint Venture are parties to the 2021 Design-Build Contract.

~~180.185.~~ The Joint Venture breached the 2021 Design-Build Contract by, *inter alia*, failing to (a) conduct a detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to, previous inspection reports, drawings, and plans; (b) conduct an inspection of the Washington Bridge in conformance with the 2021 Design-Build Contract; (c) perform evaluations and report to the State as required by the 2021 Design-Build Contract; (d) recommend needed repairs in accordance with the requirements of the 2021 Design-Build Contract; and (e) otherwise comply with its contractual obligations.

~~181.186.~~ As a direct and proximate result of the Joint Venture's breaches of the 2021 Design-Build Contract, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

~~182.187.~~ As co-venturers, Barletta, Aetna, and each of them, are also jointly and severally liable to the State to the extent of the Joint Venture's liability.

WHEREFORE, the State of Rhode Island demands judgment against the Joint Venture, Barletta, and Aetna, jointly and severally, for all of its damages plus interest, costs, and reasonable attorneys' fees.

~~Count XV~~COUNT XV

Negligence

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

~~183.188.~~183.188. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through ~~106~~117.

~~184.189.~~184.189. The Joint Venture, Barletta, Aetna, ~~VHB,~~ and ~~Commonwealth Engineers~~VHB owed the State a duty to conform to the standard of skill, care, and diligence exercised by the average professional engineering, consulting, construction, inspection, and design firm.

~~185.190.~~185.190. Further, as professional engineers, Barletta, Aetna, ~~VHB,~~ and ~~Commonwealth Engineers~~VHB have specific duties imposed by law, including a duty to:

- a. “perform their services only in the areas of their discipline and competence according to current standards of technical competence,” 430-RICR-00-00-1.7(B)(1);
- b. “recognize their responsibility to the public and . . . represent themselves before the public only in an objective and truthful manner,” 430-RICR-00-00-1.7(B)(2);
- c. “in the performance of their services for clients, employers, and customers, . . . be cognizant that their first and foremost responsibility is to the public welfare,” 430-RICR-00-00-1.7(C)(1);
- d. “approve and seal only those design documents that conform to accepted engineering standards and safeguard the life, health, property, and welfare of the public,” 430-RICR-00-00-1.7(C)(2);
- e. “undertake assignments only when qualified by education or experience in the specific technical fields of engineering involved,” 430-RICR-00-00-1.7(D)(1);

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

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

186-191. The Joint Venture, Barletta, Aetna, and VHB, ~~and Commonwealth Engineers~~ breached their duty of care by, *inter alia*, negligently failing to (a) conduct a reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to, previous inspection reports, drawings, and plans; (b) conduct an inspection of the Washington Bridge in conformance with the standard of care customary in the professional engineering, consulting, construction, and design industry; (c) recognize the importance and significance of the tie-down rods as critical to the stability of the Washington Bridge; (d) perform an investigation into or evaluation of the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams; (e) recommend repairs to address the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams; (f) ensure they possessed adequate technical competence, experience, and skill to perform the work; and (g) honestly convey their past experience and competence when soliciting to be chosen by the State to perform the work.

187-192. The State and the Joint Venture are parties to the 2021 Design-Build Contract in which the Joint Venture agreed it: “shall be responsible for all damage or injury to public or private property resulting from any act, omission, neglect, or misconduct in, of either [the Joint Venture’s] or its subcontractors’ manner or method of executing the work, or in

consequence of the non-execution thereof . . . [and] shall be responsible for all damage to property resulting from any act, omission, neglect or misconduct in the [Joint Venture's] manner or method of executing its work, or due to its defective work or materials." 2021 RFP – Bid No. 7611889, Part 3, Terms and Conditions, § 107.11 (incorporated into 2021 Design-Build Contract). Further, it agreed that "[w]hen or where any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Project work, the [Joint Venture] shall restore, at its own expense, such property to a condition as close as possible to that which existed before such damage was done, by repairing, rebuilding or otherwise restoring the property, as may be directed by the Department; or the [Joint Venture] shall make good such damage in another manner acceptable to the Department." *Id.*

~~188.193.~~ 193. As a direct and proximate result of the negligence of the Joint Venture, Barletta, Aetna, ~~VHB,~~ and ~~Commonwealth Engineers~~ VHB, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

~~189.194.~~ 194. As co-venturers, Barletta, Aetna, and each of them, are also liable to the State to the extent of the Joint Venture's liability and are jointly and severally liable for all resulting damages.

WHEREFORE, the State of Rhode Island demands judgment against the Joint Venture, Barletta, Aetna, ~~VHB,~~ and ~~Commonwealth Engineers~~ VHB, jointly and severally, for all of its damages plus interest, costs, and reasonable attorneys' fees.

~~Count XVI~~**COUNT XVI**
Contractual Indemnity
AECOM, Aetna, Barletta, and the Joint Venture

~~190.195.~~_____ The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through ~~106~~117.

~~191.196.~~_____ AECOM agreed to defend, indemnify, and hold harmless the State for all damages, losses, or expenses arising out of any of its acts or omissions, without regard for whether such damages, losses, or expenses were foreseeable.

~~192.197.~~_____ The Joint Venture agreed to defend, indemnify, and hold harmless the State for all damages, losses, or expenses arising out of its acts or omissions, without regard for whether such damages, losses, or expenses were foreseeable.

~~193.198.~~_____ Such contractual obligations owed by AECOM and the Joint Venture arise out of the express contract between such Defendants and the State and by virtue of 220 R.I. Code R. 30-00-13.21.

~~194.199.~~_____ As a direct and proximate result of the negligence of AECOM and the Joint Venture, the State has suffered and will continue to suffer both physical damages to its property and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

~~195.200.~~_____ As co-venturers, Barletta, Aetna, and each of them, are also liable to the State to the extent of the Joint Venture's liability.

WHEREFORE, the State of Rhode Island demands judgment against AECOM, the Joint Venture, Aetna, and Barletta for all of its damages plus interest, costs, and reasonable attorneys' fees.

~~Count XVIII~~**COUNT XVII**

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

~~196.201.~~ The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through ~~106~~117 and ~~191~~195 through ~~195~~200.

~~197.202.~~ There exists an actual and legal controversy between the State and AECOM, the Joint Venture, Aetna, and Barletta concerning the State's entitlement to contractual defense and indemnity for claims hereinafter asserted by one or more third parties against the State that arise out of the acts or omissions of AECOM and the Joint Venture or each of them.

~~198.203.~~ That controversy is ripe for determination, even if there are future contingencies, such as the possibility that the State's liability to third parties cannot be precisely determined at this time.

~~199.204.~~ To the extent that in the future, the State incurs damages, losses, and/or expenses in connection with one or more claims hereinafter asserted by one or more third parties against the State arising out of the acts or omissions of AECOM and the Joint Venture or each of them, the State is entitled to indemnity from these Defendants against such damages, losses, and/or expenses.

WHEREFORE, the State of Rhode Island demands a declaratory judgment declaring that AECOM, the Joint Venture, Aetna, and Barletta are liable to indemnify the State for its liability to third parties arising out of AECOM's, the Joint Venture's, Aetna's, and Barletta's conduct as set forth herein, and to defend and hold harmless the State from such claims asserted by third parties.

~~Count XIX~~COUNT XVIII
Declaratory Judgment Regarding Non-Contractual Indemnity
All Defendants

200-205. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through ~~106~~117.

201-206. To the extent that in the future, the State may be held liable to one or more third parties as a result of the active fault and wrongful conduct of AECOM, Aetna, Aries Support Services, Barletta, the Joint Venture, Collins, Commonwealth Engineers, Jacobs Engineering, MBI, Prime, Steere, TranSystems, and VHB, and each of them, through the doctrine of respondeat superior or other forms of vicarious liability, the State, as the entity passively at fault, is entitled to indemnity from AECOM, Aetna, ~~Aries Support Services~~, Barletta, the Joint Venture, Collins, ~~Commonwealth Engineers~~, Jacobs Engineering, MBI, Prime, Steere, TranSystems, and VHB, and each of them.

202-207. There exists an actual and legal controversy between the State and AECOM, Aetna, ~~Aries Support Services~~, Barletta, the Joint Venture, Collins, ~~Commonwealth Engineers~~, Jacobs Engineering, MBI, Prime, Steere, TranSystems, and VHB in which the State has an interest, concerning this right to indemnity.

~~203-1. That controversy is ripe for determination, even if there are future contingencies, such as the possibility that the State's liability to third parties cannot be precisely determined at this time.~~

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

WHEREFORE, the State of Rhode Island demands a declaratory judgment declaring that AECOM, Aetna, ~~Aries Support Services~~, Barletta, the Joint Venture, Collins, ~~Commonwealth Engineers~~, Jacobs Engineering, MBI, Prime, Steere, TranSystems, and VHB are liable to indemnify the State for its liability to third parties arising out of said Defendants' conduct as set forth herein.

~~Count XX~~**COUNT XIX**
Declaratory Judgment Regarding Contribution
All Defendants

~~204.~~209. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through ~~106~~117.

~~205.~~210. To the extent that in the future, the State may be held liable to one or more third parties as a tortfeasor, the State is entitled to contribution from AECOM, Aetna, ~~Aries Support Services~~, Barletta, the Joint Venture, Collins, ~~Commonwealth Engineers~~, Jacobs Engineering, MBI, Prime, Steere, TranSystems, and VHB, and each of them, as joint tortfeasors.

~~206.~~211. There exists an actual and legal controversy between the State and AECOM, Aetna, ~~Aries Support Services~~, Barletta, the Joint Venture, Collins, ~~Commonwealth Engineers~~, Jacobs Engineering, MBI, Prime, Steere, TranSystems, and VHB in which the State has an interest, concerning this right to contribution.

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

~~207.1. That controversy is ripe for determination, even if there are future contingencies, such as the possibility that the State's liability to third parties cannot be precisely determined at this time.~~

WHEREFORE, the State of Rhode Island demands a declaratory judgment declaring that AECOM, Aetna, ~~Aries Support Services~~, Barletta, the Joint Venture, Collins, ~~Commonwealth Engineers~~, Jacobs Engineering, MBI, Prime, Steere, TranSystems, and VHB are liable for contribution, and their percentage of fault, to the State for its liability to third parties as set forth herein.

~~Count XX~~**COUNT XX**
Negligent Misrepresentation
AECOM

~~208-213.~~ 209-214. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through ~~106~~117.

~~209-214.~~ 210-215. AECOM made misrepresentations of material fact to RIDOT, which included one or more of the following:

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

~~210-215.~~ 211-216. At the time AECOM made these misrepresentations, it either knew the representations were false or reasonably should have known the representations were false.

~~211-216.~~ 212-217. AECOM intended the misrepresentations to induce RIDOT to select AECOM to perform inspections of the Washington Bridge, perform design services for the rehabilitation of the Washington Bridge, and/or perform the 2019 Design-Build and construction phase services.

~~212-217.~~ 217. RIDOT justifiably relied on one or more of AECOM's misrepresentations when it chose AECOM to perform inspections of the Washington Bridge, perform design services for the rehabilitation of the Washington Bridge, and/or perform the 2019 Design-Build and construction phase services.

~~213-218.~~ 218. As a direct and proximate result of AECOM's negligent misrepresentations, the State has suffered and will continue to suffer both physical damages and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

WHEREFORE, the State of Rhode Island demands judgment against AECOM for all of its damages plus interest, costs, and reasonable attorneys' fees.

~~Count XXII~~ **COUNT XXI**
Negligent Misrepresentation
The Joint Venture, Barletta, and Aetna

~~214-219.~~ 219. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through ~~106~~ 117.

~~215-220.~~ 220. The Joint Venture misrepresented to RIDOT that it could rehabilitate the Washington Bridge to give it a 25-year life expectancy.

~~216-221.~~ 221. At the time the Joint Venture made this misrepresentation, it either knew the representation was false or reasonably should have known the representation was false.

~~217-222.~~ 222. The Joint Venture intended the misrepresentation to induce RIDOT to accept the Joint Venture's 2021 Design-Build proposal.

~~218-223.~~ 223. RIDOT justifiably relied on the Joint Venture's misrepresentation when it chose the Joint Venture to perform services under the 2021 Design-Build Contract.

219-224. As a direct and proximate result of the Joint Venture's negligent misrepresentations, the State has suffered and will continue to suffer both physical damages and economic damages well in excess of the amount necessary to satisfy the jurisdiction of this Court.

220-225. As co-venturers, Barletta, Aetna, and each of them, are also jointly and severally liable to the State to the extent of the Joint Venture's liability.

WHEREFORE, the State of Rhode Island demands judgment against the Joint Venture for all of its damages plus interest, costs, and reasonable attorneys' fees.

COUNT XXII
Breach of Contract
The Joint Venture, Barletta, and Aetna

226. The State repeats, realleges, and incorporates all the preceding allegations in paragraphs 1 through 117.

227. The State and the Joint Venture are parties to the Emergency Repair Contract.

228. Under the Emergency Repair Contract, the Joint Venture agreed, *inter alia*, that if the Joint Venture used a subcontractor to fulfill its responsibilities, then the Joint Venture shall be responsible for the subcontractor's performance, compliance with the applicable terms of the Emergency Repair Contract and all applicable statutes, rules, regulations, and the General Conditions of Purchase.

229. In deciding to demolish and replace, rather than repair, the Washington Bridge, the State reasonably relied upon the performance of the Joint Venture's subcontractors, including VHB and VN.

230. If and to the extent that the VN Report was or is found to be, in whole or in part, inaccurate, deficient, or otherwise noncompliant with applicable statutes, rules, regulations, and/or the General Conditions of Purchase, then the Joint Venture is and remains directly liable to the State therefor.

231. If and to the extent that the VN Report was or is found to be, in whole or in part, inaccurate, deficient, or otherwise noncompliant with applicable statutes, rules, regulations, and/or the General Conditions of Purchase, then the Joint Venture has breached the Emergency Repair Contract by, *inter alia*, (a) failing to perform services in accordance with applicable standards of professional skill and care, (b) failing to perform all work so as to cause the least disruption and inconvenience to the State, (c) failing to properly acquaint itself with conditions to be found at the project site, (d) failing to properly supervise its subcontractors, (e) breaching its warranty that the product or services shall perform according to the specific claims and representations made by the Joint Venture and its subcontractors in its/their bids or proposals, (f) breaching its warranty that the services or product offered by the Joint Venture and its subcontractors were suitable for the ordinary purposes for which such product is used or services were provided, (g) breaching its warranty that the product or services offered by the Joint Venture were suitable for any special purposes identified in the solicitation(s) or for which the State has relied on the Joint Venture's or its subcontractors' skill or judgment, (h) breaching its warranty that the product was designed and the services were performed in a commercially reasonable manner, (i) breaching its warranty that the product or services were free from defects in material and workmanship, (j) failing to ensure that its subcontractors properly performed and complied with the Emergency Repair Contract and all applicable statutes, rules, regulations, and the General Conditions of Purchase, and (k) otherwise failing to comply with its contractual obligations.

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

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

* * *

WHEREFORE, the State respectfully requests that the Court enter judgment against the Defendants on all Counts of this Complaint; award the State its costs and reasonable attorneys' fees; award the State interest on said judgment to the maximum extent provided by law, including pre- and post-judgment interest; and order any such other relief that the Court deems equitable and just.

FOR THE STATE OF RHODE ISLAND:

By Its Attorneys,

PETER F. NERONHA
ATTORNEY GENERAL
STATE OF RHODE ISLAND

/s/ Stephen N. ProvazzaDraft

PETER F. NERONHA
ATTORNEY GENERAL
STATE OF RHODE ISLAND
Sarah W. Rice, Esq. (#10588)

~~Stephen N. Provazza, Esq. (#10435)~~
Assistant ~~Attorneys~~Attorney General

~~Megan Rok, Esq. (#11278)~~

~~Special Assistant Attorney~~ General

150 S. Main Street

Providence, RI 02903

Tel: (401) 274-4400

srice@riag.ri.gov

sprovazza@riag.ri.gov

~~/s/ Theodore J. Leopold~~mrok@riag.ri.gov

Draft

Theodore J. Leopold (admitted pro hac vice)

Leslie M. Kroeger (admitted pro hac vice)

Diana L. Martin (admitted pro hac vice)

Poorad Razavi (admitted pro hac vice)

Takisha Richardson (admitted pro hac vice)

Adnan Toric (admitted pro hac vice)

Cohen Milstein

11780 U.S. Highway One

Suite N500

Palm Beach Gardens, FL 33408

tleopold@cohenmilstein.com

lkroeger@cohenmilstein.com

dmartin@cohenmilstein.com

prazavi@cohenmilstein.com

trichardson@cohenmilstein.com

atoric@cohenmilstein.com

~~/s/ Jonathan N. Savage~~Draft

Jonathan N. Savage, Esq. (#3081)

Michael P. Robinson, Esq. (#6306)

Edward D. Pare III, Esq. (#9698)

~~Alyssa L. Lemire, Esq. (#10446)~~

Savage Law Partners, LLP

564 South Water Street

Providence, RI 02903

Tel: (401) 238-8500

Fax: (401) 648-6748

js@savagelawpartners.com

mrobinson@savagelawpartners.com

epare@savagelawpartners.com

~~alemire@savagelawpartners.com~~

Exhibit 2

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-2024-04526

**DEFENDANT/COUNTER-PLAINTIFF BARLETTA/AETNA I-195 WASHINGTON
BRIDGE NORTH PHASE 2 JV’S 30(b)(6) DEPOSITION NOTICE TO PLAINTIFF
STATE OF RHODE ISLAND**

DEPONENT: Plaintiff, State of Rhode Island

DATE: September 21, 2026

TIME: 10:00 a.m.

Please take notice that pursuant to Rule 30(b)(6) of the Rhode Island Rules of Civil Procedure, the JV Defendant/Counter-Plaintiff Barletta/Aetna I-195 Washington Bridge North Phase 2 JV shall take the deposition upon oral examination of Plaintiff, State of Rhode Island.

The deposition shall commence on the date and at the time set forth above at the offices of **Lewis Brisbois Bisgaard & Smith LLP, One Citizens Plaza, Suite 1120, Providence, RI 02903**, before Esquire Deposition Solutions, a Notary Public, and will be stenographically recorded and audiovisually recorded by a certified court reporter and videographer.

Pursuant to Rule 30(b)(6), the State of Rhode Island shall designate one or more officers, directors, managing agents, employees, or other persons who consent to testify on its behalf concerning the matters set forth in **Schedule A** attached hereto, and shall prepare such designee(s) to testify regarding information known or reasonably available to the State of Rhode Island.

The testimony of the designated representative(s) shall constitute the testimony of the State of Rhode Island for purposes of Rule 30(b)(6).

Dated: August 21, 2026

Respectfully submitted,

FOLEY & LARDNER LLP

/s/ Jeffrey R. Blease
Jeffrey R. Blease (MB #675247)
111 Huntington Avenue, Suite 2500
Boston, MA 02199
jblease@foley.com
Admitted Pro Hac Vice

Benjamin J. Morris (CB #260148)
11988 El Camino Real, Suite 400
San Diego, CA 92130
bmorris@foley.com
Admitted Pro Hac Vice

Christopher D. Mellado (FB #1018915)
301 E. Pine Street, Suite 1200
Orlando, FL 32801
chris.mellado@foley.com
Admitted Pro Hac Vice

Matthew Kass (WB #1121980)
777 E. Wisconsin Avenue

Milwaukee, WI 53202
mkass@foley.com
Admitted Pro Hac Vice

*Lead Counsel for Barletta/Aetna I-195
Washington Bridge North Phase 2 JV and
Barletta*

LYNCH & PINE

/s/ Jeffrey B. Pine
Jeffrey B. Pine #2278
1 Park Row, 5th Floor
Providence, Rhode Island 02903
jpine@lynchpine.com

*Attorney for Barletta/Aetna I-195 Washington
Bridge North Phase 2 JV and Barletta*
**KELLY, SOUZA, PARMENTER &
RESNICK, P.C.**

Jackson C. Parmenter #8396
128 Dorrance Street, Suite 300
Providence, Rhode Island 02903
jparmenter@ksprlaw.com

*Attorney for Barletta/Aetna I-195 Washington
Bridge North Phase 2 JV and Lead Counsel
for Aetna*

CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of August, 2026, I electronically filed and served this document through the electronic filing system on counsel of record. The document is available for viewing and/or downloading from the Rhode Island Judiciary's electronic filing system.

/s/ Jeffrey B. Pine

SCHEDULE A

30(b)(6) Deposition of the State of Rhode Island

PRELIMINARY STATEMENT

1. The JV expressly reserves all rights to take deposition testimony of the State on any and all topics identified in Defendants' Joint Rule 30(b)(6) Deposition Notice to Plaintiff State of Rhode Island served on August 18, 2026 (the "Joint 30(b)(6) Notice"), including all topics set forth in Schedule A thereto and any riders incorporated therein. The topics set forth in this Notice are in addition to, and not in lieu of, the topics identified in the Joint 30(b)(6) Notice, and the JV reserves the right to examine the State's designee(s) on any topic noticed in the Joint 30(b)(6) Notice to the extent such topic overlaps with, relates to, or bears upon the JV's claims, defenses, or counterclaims.

2. Discovery in this action remains ongoing, and the State has not yet provided all discovery to which the JV contends it is entitled, including, without limitation, documents, complete written discovery responses, and other information bearing on the matters identified herein. Accordingly, the JV expressly reserves the right to amend, supplement, narrow, broaden, refine, reorganize, or otherwise modify these topics, and to designate additional matters for examination, as discovery proceeds. Additionally, the JV reserves the right to leave the deposition open pending resolution of outstanding discovery disputes and the State's completion of document production and written discovery.

DEFINITIONS

A. "State" refers to the State of Rhode Island, including any and all of its Executives, Departments (including RIDOT), Divisions, Sections, engineering teams, management, oversight committees, as well as any other individuals and groups responsible for the review, maintenance, inspection, rehabilitation, demolition, reconstruction, inspection,

observation and oversight of bridges in the State of Rhode Island, including the Washington Bridge.

- B. “RIDOT” means the Rhode Island Department of Transportation and includes any departments, segments, divisions, subdivisions, administrative entities and bodies, and other related entities, both presently existing and those which previously existed, of any of the foregoing entities, and any present or former officers, directors, employees, consultants, contractors, attorneys, and agents of the foregoing entity.
- C. “JV” means Barletta/Aetna I-195 Washington Bridge North Phase 2 JV, together with its affiliates, agents, trustees, employees, representatives, predecessors, and anyone else acting on its behalf.
- D. “Washington Bridge” means the structure formerly known as Washington Bridge North No. 700 (or Bridge No. 070001) carrying Interstate I-195 traffic between Providence and East Providence, Rhode Island.
- E. “Amended Complaint” refers to the Amended Complaint filed by The State of Rhode Island on April 15, 2025, in the State of Rhode Island, Providence County Superior Court, docketed as *The State of Rhode Island v. AECOM Technical Services, Inc. et al*, Case No. PC-2024-04526.
- F. “JV’s Counterclaim” means the Counterclaim filed by the JV on June 12, 2025, in this action.
- G. “Reply” means the State’s Reply to the JV’s Counterclaim filed on July 1, 2025, in this action.
- H. “2021 RFP” means Request for Proposals/Bid No. 7611889, entitled “Best Value Design-Build Procurement for Bridge Group 57T-10: I-195 Washington North Phase 2.”

- I. “Design-Build Proposers” means the proposers who submitted technical and price proposals in response to the 2021 RFP.
- J. “2021 Design-Build Project” means the design and construction project known as the I-195 Washington North Phase 2 Project in connection with the 2021 RFP.
- K. “2021 Design-Build Contract” means Contract No. 2021-DB-020, entered into between the JV and RIDOT regarding the 2021 Design-Build Project.
- L. “Lichtenstein Report” means the January 27, 1992 Lichtenstein & Associates inspection report, as referenced in the Amended Complaint ¶¶ 33–39.
- M. “Jamestown-Verrazzano Bridge” means the Jamestown-Verrazzano Bridge carrying Route 138 over the West Passage of Narragansett Bay, Rhode Island.
- N. “FHWA” means the Federal Highway Administration.

TOPICS

I. THE STATE’S PLEADINGS AND DISCOVERY RESPONSES

- 1. The State’s factual bases for all allegations, contentions, and claims asserted against the JV in the Amended Complaint.
- 2. The State’s factual bases for its Reply to the JV’s Counterclaim, including each affirmative defense asserted by the State and each response to the allegations in the JV’s Counterclaim.
- 3. The State’s discovery responses to the JV in this litigation, including interrogatory answers, responses to requests for admission, and responses to requests for production.
- 4. The damages and other monetary relief the State seeks in this litigation, including the factual bases for them, any amount the State attributes to the JV for each of the causes of action the State asserts against the JV, any amount the State contends was caused by the acts or omissions

of the State, third parties, or other defendants, and all support or back-up documentation that identifies the quantum or amount of the State's damages.

II. PROPOSAL PHASE FOR THE 2021 DESIGN-BUILD PROJECT

5. The State's decision to pursue the 2021 Design-Build Project, including the alternatives considered, the reasons for selecting rehabilitation rather than replacement or another procurement or delivery method, the role of RIDOT and any consultants in that decision, and the studies, analyses, assumptions, funding considerations, and risk allocations underlying that decision.

6. The creation and development of the 2021 RFP, including the scope of work, technical requirements, constraints, assumptions, owner-furnished information, performance requirements, and reference materials.

7. The creation and development of the Base Technical Concept ("BTC") for the 2021 RFP.

8. The funding of the 2021 Design-Build Project, including the pursuit, acquisition, allocation, conditions, restrictions, or anticipated availability of federal, state, or other funding sources, and the extent to which those funding considerations affected the project scope, procurement structure, technical requirements, schedule, or proposed rehabilitation approach.

9. The information, documents, data, drawings, reports, inspection records, testing results, and other reference materials the State provided to Design-Build Proposers in connection with the 2021 RFP, including Appendix B and all reference materials.

10. The State's decision not to provide the Lichtenstein Report in Appendix B to the 2021 RFP.

11. The evaluation, scoring, comparison, ranking, selection, and award process for proposals submitted in response to the 2021 RFP, including the criteria used.

12. The State's evaluation of the proposals submitted by the JV and other Design-Build Proposers in response to the 2021 RFP.

III. THE 2021 DESIGN-BUILD CONTRACT

13. The 2021 Design-Build Contract, including its terms, conditions, scope of work, allocation of design and construction responsibilities, risk allocation, and RIDOT's role and responsibilities.

14. RIDOT's oversight and review of the JV's design submissions.

15. RIDOT's oversight and review of the JV's Plans (Volume 4 – Washington Bridge Rehabilitation and Widening), including comments, objections, directives, approvals, concerns, requested revisions, and decisions made by the State based on those plans.

16. RIDOT's directives to the JV during the 2021 Design-Build Project.

17. The change order process under the 2021 Design-Build Contract.

18. The JV's change order requests and RIDOT's review, evaluation, approval, denial, and payment of those requests.

19. Request for Change No. 12, any related Contract Addenda, and the parties' negotiations regarding that request and those addenda.

20. Request for Change No. 13, any related Contract Addenda, and the parties' negotiations regarding that request and those addenda.

21. Progress Payment No. 30, including the State's review, evaluation, approval, and payment of that payment request.

22. The suspension, termination, or cessation of the 2021 Design-Build Contract, including the State's April 11, 2024 termination.

23. Any alleged errors, omissions, or breaches alleged by the State relating to the JV's performance under the 2021 Design-Build Contract.

IV. POST-CLOSURE / 2024 EMERGENCY PROJECT

24. The State's emergency declaration and closure of the bridge on or about December 11, 2023.

25. The State's decision, after the bridge closure, to enter into a separate contract with the JV, identified as 2024-CB-012.

26. Contract No. 2024-CB-012, Type 1 Emergency – Washington Bridge, including its terms and any modifications.

27. All post-closure testing, inspection, investigation, and evaluation of the Washington Bridge.

28. The engagement of Wiss, Janney, Elstner Associates, Inc. ("WJE"), including the procurement process, scope of retention, information provided to WJE, work performed by WJE, findings and conclusions reached by WJE, and the State's reliance on WJE's opinions, analyses, recommendations, or reports.

29. The engagement of VN Engineers Inc ("VN"), including the procurement process, scope of retention, information provided to VN, work performed by VN, findings and conclusions reached by VN, and the State's reliance on VN opinions, analyses, recommendations, or reports.

30. The State's determination that the Washington Bridge could not feasibly or reasonably be rehabilitated and instead should be demolished and replaced.

V. THE 1992 LICHTENSTEIN REPORT

31. The commissioning, receipt, review, retention, and handling of the 1992 Lichtenstein Report by the State and RIDOT.

32. The State's disclosure or nondisclosure of the 1992 Lichtenstein Report, or information derived from it, to RIDOT personnel, consultants, contractors, designers, inspectors, proposers, or other third parties.

33. The State's understanding of the findings and recommendations in the 1992 Lichtenstein Report, and the actions the State took, did not take, or deferred in response to the report.

VI. PRIOR REHABILITATION ATTEMPT WITH CARDI

34. The 2016 Cardi Corporation ("Cardi") contract (2016-CB-059), the work performed or not performed under it, and the termination of that contract.

35. The condition of the bridge following termination of the Cardi contract, including the State's maintenance, preservation, inspection, protection, and handling of incomplete or exposed bridge elements thereafter.

36. The extent to which the Cardi project, its non-completion, or its termination affected the condition of the bridge, the information provided to the JV, or the work performed or contemplated under the JV's contract.

VII. FHWA COMPLIANCE / INSPECTIONS / MAINTENANCE

37. The State's bridge inspection policies, procedures, and practices for the Washington Bridge, including the RIDOT Bridge Inspection Manual and the State's understanding of its duties.

38. The existence or nonexistence of any owner’s manual, bridge-specific inspection guidance, or other guidance document for the Washington Bridge, including any such document for tie-down rods or other elements requiring specialized inspection.

39. The State’s efforts in or around November 2023 to create or develop an owner’s manual, bridge-specific inspection guidance, or comparable documentation for the Washington Bridge.

40. The State’s compliance, or lack of compliance, with FHWA requirements, the National Bridge Inspection Standards, and the RIDOT Bridge Inspection Manual as they relate to the Washington Bridge.

41. The State’s maintenance, preservation, inspection follow-up, repair planning, and repair work for the Washington Bridge.

42. RIDOT’s development of the “Complex Features Bridge Inspection Procedures” for bridges in its inventory.

43. RIDOT’s engagement of ATANE Consulting (“ATANE”) in connection with the development of the “Complex Features Bridge Inspection Procedures,” including the scope of ATANE’s work and communications regarding that engagement.

VIII. THE JAMESTOWN-VERRAZZANO BRIDGE

44. RIDOT’s inspections of the Jamestown Bridge from 1999 to 2006.

45. RIDOT’s engagement of Parsons Brinckerhoff (“PB”) and any other consultants or specialty firms to inspect the Jamestown Bridge from 1999 to 2006.

46. RIDOT’s directives, instructions, and guidance to PB and any other consultants or specialty firms performing inspections of the Jamestown Bridge from 1999 to 2006.

47. RIDOT's review, evaluation, and analysis of inspection findings for the Jamestown Bridge from 1999 to 2006, including any comments, recommendations, or follow-up actions—including any proposed or implemented repairs.

48. Any nondestructive or destructive testing used during inspections of the Jamestown Bridge from 1999 to 2006 to investigate post-tensioning ducts for voids, including RIDOT's review of the testing and the results.