

STATE OF RHODE ISLAND

PROVIDENCE, SC.

SUPERIOR COURT

(Filed: August 25, 2025)

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

DECISION

STERN, J. Before the Court are Defendants’, Aries Support Services, Inc. (“Aries”), Commonwealth Engineers & Consultants, Inc. (“Commonwealth Engineers”), Jacobs Engineering Group, Inc. (“Jacobs”) and Steere Engineering, Inc. (“Steere”), motions to dismiss the State of Rhode Island’s (the “State” or “Plaintiff”) Amended Complaint.

I

Facts & Travel

On December 11, 2023, at 3:00 p.m., the Rhode Island Department of Transportation (“RIDOT”) issued an emergency declaration closing the Washington Bridge. (Am. Compl. ¶ 94.)

In its Amended Complaint, the State brings claims against Defendants, AECOM Technical Services, Inc. (“AECOM”), Aetna Bridge Company (“Aetna”), Aries, Barletta Heavy Division, Inc. (“Barletta”), Barletta/Aetna I-195 Washington Bridge North Phase 2 JV (the “Joint Venture”), Collins Engineers, Inc. (“Collins”), Commonwealth Engineers, Jacobs, Michael Baker International, Inc. (“MBI”), PRIME AE Group, Inc. (“Prime”), Steere, TranSystems Corp. (“TranSystems”), and Vanasse Hangen Brustlin, Inc. (“VHB”). *Id.* ¶¶ 2-14. All of these Defendants were involved in construction projects or performed inspections on the Washington Bridge, and the State alleges that these Defendants are responsible for the emergency bridge closure. *See generally id.*

The Washington Bridge was opened to traffic in 1968 and has an extremely unusual design. *Id.* ¶¶ 19-20. The structure of the Washington Bridge is composed of eighteen spans of various structural types, including post-tensioned cantilever beams. *Id.* ¶ 21. The structure also includes tie-down rods to secure unbalanced cantilever beams, post-tensioned cables to construct post-tensioned concrete beams, and grout to protect steel cables within the concrete. *Id.* ¶¶ 22-28.

The Washington Bridge has been inspected a number of times over the years. The first relevant inspection was completed by A.G. Lichtenstein & Associates, Inc. who provided RIDOT with an inspection report in January of 1992. *Id.* ¶¶ 33-34. The report noted deterioration at the ends of the concrete drop-in beams and stated that the grout within the cantilever beams was showing signs of distress. *Id.* ¶ 36. The report also expressed concerns about corrosion in the post-tensioning cables in the post-tensioned cantilever beams, and further reported that radiography suggested the presence of voids in the grout encasing and protecting the post-tensioned cables. *Id.* ¶ 37. The report further expressed concerns with cracks in the post-tensioned beams but predicted that it was unlikely that the cracks would continue to grow. *Id.*

¶¶ 38-39. A major rehabilitation project began in 1996 and ended in 1998, which revealed significant deterioration in the supports of the cantilever drop-in beam connections and voids in the grout. *Id.* ¶ 40. Retrofit grouting was performed in an effort to address the issues. *Id.* ¶ 41.

After the rehabilitation project, the Washington Bridge was inspected at regular intervals. *Id.* ¶ 42. On August 3, 2011, MBI conducted a routine inspection of the Washington Bridge and found that the superstructure was in poor condition. *Id.* ¶¶ 43-44. RIDOT concluded that the Washington Bridge was again in need of major repair. *Id.* ¶ 45. 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.” *Id.* ¶ 46. The concept of the RFP was to initiate a “Design-Bid-Build” project where the State sought to hire a consultant to create design and construction documents that would then be used to solicit bids from contractors. *Id.* ¶ 48.

Phase one of the RFP included study and development, and asked the consultant to make recommendations as to the type of repairs needed to completely rehabilitate the existing structure. *Id.* ¶¶ 50-51. Phase two called for the consultant to prepare documents for RIDOT, provide advice and guidance, and to advance the rehabilitation project out to bid. *Id.* ¶ 53. The last phase, Phase three, involved providing construction support, attending meetings, monitoring construction activities, and guiding RIDOT in connection to advancing the project to completion. *Id.* ¶ 54. The State selected AECOM, and on January 29, 2014, the State and AECOM entered into a contract for complete design services for the rehabilitation of the Washington Bridge. *Id.* ¶ 59. Steere, Prime, and Aries were AECOM’s subconsultants on the project. *Id.* ¶ 60. On January 21, 2015, AECOM provided RIDOT with its Final Technical Evaluation, which allegedly failed to recognize or address critical elements of the Washington Bridge’s structural

safety and integrity. *Id.* ¶ 61.

Over the next year and a half, AECOM proceeded with its development and design of its final construction plans, which included design and other work performed by Steere, Prime, and Aries. *Id.* ¶¶ 62, 64. On September 23, 2016, AECOM transmitted to RIDOT its final construction plans, which allegedly failed to identify, analyze, or recommend improvements necessary to completely rehabilitate the existing structure of the Washington Bridge. *Id.* ¶¶ 63, 65. From 2015 until the fractured tie-down rods were discovered in December of 2023, five engineering firms oversaw inspections of the Washington Bridge. *Id.* ¶ 68. Inspections were done by TranSystems, Collins, AECOM, MBI, and Jacobs. *Id.* ¶ 73. The State alleges that none of the firms adequately recognized or addressed critical elements of the Washington Bridge’s structural safety and integrity. *Id.* ¶ 69.

In 2019, the State and AECOM entered into a Notice of Change/Contract Addendum where the State agreed to pay AECOM additional funds for the creation of a Design-Build RFP package for construction phase services. *Id.* ¶ 76. AECOM’s services included development of a base technical concept (“BTC”), traffic analysis, geotechnical investigations, shop drawings, request for information reviews, and performance of construction phase services throughout the construction work. *Id.* ¶ 77.

On March 17, 2021, RIDOT issued an RFP entitled “Best Value Design-Build Procurement for Bridge Group 57T-10: I-195 Washington North Phase 2.” *Id.* ¶ 78. The concept of this RFP was to initiate a design-build project based on the solicitation prepared by AECOM. *Id.* ¶ 79. The goal of this project was to provide a twenty-five-year design life for the rehabilitated Washington Bridge. *Id.* ¶ 80. On September 1, 2021, RIDOT awarded the project to the Joint Venture. *Id.* ¶ 90. VHB was identified as the lead designer on the project, and

Commonwealth Engineers was identified as a subconsultant on the project. *Id.* ¶¶ 84, 88. The proposal 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.” *Id.* ¶ 89.

On December 8, 2023, VHB identified tie-down rod failures at Pier 7 and tie-down rods compromised at Pier 6, VHB also observed evidence of a possible failure of other tie-down rods. *Id.* ¶¶ 92, 93. Based on these observations, RIDOT issued an emergency declaration closing the Washington Bridge on December 11, 2023. *Id.* ¶ 94. Subsequent investigations revealed that the only reasonable option was to demolish and replace the existing Washington Bridge due to “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[.]” *Id.* ¶ 95.

Since the emergency closure of the Washington Bridge, westbound traffic was rerouted onto the Eastbound Washington Bridge which substantially increased its traffic volume. *Id.* ¶ 101. The Eastbound Washington Bridge was constructed between 1928 and 1930. *Id.* ¶ 96. To reduce volume and avoid structural deterioration on the Eastbound Washington Bridge, a second parallel bridge, the Washington Bridge (Washington Bridge North No. 700), was constructed to handle westbound traffic. *Id.* ¶ 98. After completion of the Washington Bridge, the Eastbound Washington Bridge was reconfigured for exclusively eastbound traffic. *Id.* ¶ 99. The State asserts that, while parallel, the Eastbound Washington Bridge and the Washington Bridge are two entirely separate independent bridges with distinct structural components and foundations. *Id.* ¶ 100. After the emergency closure of the Washington Bridge, traffic volume is now

significantly greater, and the State alleges that this increased volume has resulted in physical wear and tear to the Washington Bridge. *Id.* ¶¶ 101-102. The State asserts that this wear and tear would not have occurred if not for the closure of the Washington Bridge. *Id.* ¶ 103. The State expounds that repairs to physical aspects of the Eastbound Washington Bridge are now required on a much more frequent basis than what would have otherwise been required. *Id.* ¶ 104. Further, the State asserts that it has been forced to install advanced monitoring systems, including real-time sensors and structural health monitoring equipment to track the health and integrity of the Eastbound Washington Bridge in order to ensure the bridge remains safe. *Id.* ¶ 106.

On August 16, 2024, the State filed its initial Complaint. (Docket.) On February 27, 2025, this Court issued a Decision granting the State leave to amend its complaint. *Id.* The State filed its Amended Complaint on April 14, 2025. *Id.* Four Defendants, Aries, Commonwealth Engineers, Jacobs, and Steere, filed motions to dismiss the Amended Complaint. *Id.* The State filed a consolidated objection on July 14, 2025. *Id.* This Court held a hearing on August 5, 2025. *Id.*

II

Standard of Review

As stated in the first Decision in this case, on a motion to dismiss, the court must determine whether it is established beyond a reasonable doubt that the plaintiff would not be entitled to relief from the defendant under any set of conceivable facts. The Court makes no determination pertaining to the ultimate merits of the claim. “The sole function of a motion to dismiss is to test the sufficiency of the complaint.” *EDC Investment, LLC v. UTGR, Inc.*, 275 A.3d 537, 542 (R.I. 2022) (quoting *Pontarelli v. Rhode Island Department of Elementary and*

Secondary Education, 176 A.3d 472, 476 (R.I. 2018)). In ruling on a motion to dismiss, the trial justice is “confined to the four corners of the complaint and must assume all allegations are true, resolving any doubts in plaintiff’s favor.” *Narragansett Electric Co. v. Minardi*, 21 A.3d 274, 278 (R.I. 2011). “A Rule 12(b)(6) motion ‘does not deal with the likelihood of success on the merits, but rather with the viability of a plaintiff’s bare-bones allegations and claims as they are set forth in the complaint.’” *Ferreira v. Child and Family Services*, 222 A.3d 69, 75 (R.I. 2019) (quoting *Hyatt v. Village House Convalescent Home, Inc.*, 880 A.2d 821, 823-824 (R.I. 2005)). ““A motion to dismiss may be granted only when it is established beyond a reasonable doubt that a party would not be entitled to relief from the defendant under any set of conceivable facts that could be proven in support of its claim.”” *Chase v. Nationwide Mutual Fire Insurance Company*, 160 A.3d 970, 973 (R.I. 2017) (quoting *Tri-Town Construction Co. v. Commerce Park Associates 12, LLC*, 139 A.3d 467, 478 (R.I. 2016)).

III

Analysis

The primary question before the Court is whether the alleged wear and tear on the Eastbound Washington Bridge satisfies the “other property” exception to the economic loss doctrine. Four Defendants have filed motions to dismiss asserting that the State’s negligence claims against them are barred by the economic loss doctrine. The State asserts that its negligence claims are squarely within the “other property” exception to the economic loss doctrine and, therefore, the doctrine does not bar its claims.

Our Supreme Court has explained that “it is appropriate for sophisticated commercial entities to utilize contract law to protect themselves from economic damages.” *Boston Investment Property No. 1 State v. E.W. Burman, Inc.*, 658 A.2d 515, 517 (R.I. 1995). “[U]nder [the

economic loss] doctrine, ‘a plaintiff may not recover damages under a negligence claim *when the plaintiff has suffered no personal injury or property damage.*’” *Hexagon Holdings, Inc. v. Carlisle Syntec Inc.*, 199 A.3d 1034, 1042 (R.I. 2019) (quoting *Franklin Grove Corp. v. Drexel*, 936 A.2d 1272, 1275 (R.I. 2007)) (emphasis added). “Where there are damages in the construction context between commercial entities, the economic loss doctrine will bar any tort claims for purely economic damages.” *Id.* (internal quotation omitted). “In such a context, a party who is injured must resort to contract law for recovery.” *Id.*

The “rationale for abiding by the economic loss doctrine centers on the notion that commercial transactions are more appropriately suited to resolution through the law of contract, than through the law of tort.” *Franklin Grove Corp.*, 936 A.2d at 1275. “[I]f tort and contract remedies were allowed to overlap, particularly in the construction industry, certainty and predictability in allocating risk would decrease and impede future business activity.” *E.W. Burman, Inc.*, 658 A.2d at 517 (internal quotation omitted). The Court of Appeals for the First Circuit adds “[u]nder the economic loss rule, a party generally may not recover in tort when a defective product harms only the product itself (instead of a person *or other property*).” *Isla Nena Air Services, Inc. v. Cessna Aircraft Co.*, 449 F.3d 85, 87 (1st Cir. 2006) (emphasis added). Economic loss “encompasses the costs associated with repair and-or replacement of a defective product, or loss of profits consequent thereto, *apart from any injury or damage to other property.*” *Hart Engineering Co. v. FMC Corp.*, 593 F. Supp. 1471, 1481 n.11 (D.R.I. 1984) (emphasis added).

“If there is damage to other property, a plaintiff may then plead tort claims to recover economic damages[.]” Jeffrey L. Goodman et al., *A Guide to Understanding the Economic Loss Doctrine*, 67 Drake L. Rev. 1, 34 (2019). “[T]he basic concept is simple[,] [i]f a defective

product goes beyond damaging itself and causes damage to other property, then the plaintiff's claim is not barred by the economic loss doctrine." *Id.* at 34-35; *see also Franklin Grove Corp.*, 936 A.2d at 1275 (Under the economic loss doctrine, "a plaintiff may not recover damages under a negligence claim when the plaintiff *has suffered no personal injury or property damage.*") (emphasis added).

A

Loss of Use

Defendants first assert that the alleged damage to the Eastbound Washington Bridge is merely "loss of use" and should still be barred by the economic loss doctrine. (Steere's Mem. in Supp. of its Mot. to Dismiss at 7 (Steere's Mem.); Commonwealth Engineers' Mem. in Supp. of its Mot. to Dismiss at 3 (Commonwealth Engineers' Mem.); Jacobs' Mem. in Supp. of its Mot. to Dismiss at 4 (Jacobs' Mem.).)¹ Defendants opine that any wear and tear on the Eastbound Washington Bridge is entirely premised on the State's inability to use the Westbound Washington Bridge. (Jacobs' Mem. at 5.) Defendants argue that wear and tear on the Eastbound Washington Bridge is economic in nature and not recoverable under a negligence theory. (Steere's Mem. at 8; Commonwealth Engineers' Mem. at 5.) Steere explains that in almost any circumstance a plaintiff could avoid the economic loss doctrine by alleging wear and tear on substitute property. (Steere's Mem. at 8.) Commonwealth Engineers adds that any damages to the Eastbound Washington Bridge are replacement damages, associated with the repair and replacement of the Westbound Washington Bridge, and barred by the economic loss doctrine. (Commonwealth Engineers' Mem. at 4.)

The State counters that it seeks to recover damages for the "actual physical deterioration

¹ Aries joins Jacobs' motion. (Aries' Mot. to Dismiss at 1.)

and tangible property damage caused by the unforeseen surge in traffic volume on the Eastbound Washington Bridge that was necessitated by Defendants' negligence. (Pl.'s Mem in Opp'n to Defs.' Mot. to Dismiss at 9 (Pl.'s Mem.).) The State explains that it alleges physical harm to a distinct piece of infrastructure separate from the Westbound Washington Bridge, which constitutes other property sufficient to survive a motion to dismiss. *Id.* at 10.

The key question before the Court is whether the State has sufficiently alleged damage to other property through the allegations of wear and tear to the Eastbound Washington Bridge due to increased traffic. The economic loss doctrine does not bar recovery in negligence when the plaintiff has suffered damage to other property. *See Franklin Grove Corp.*, 936 A.2d at 1275 (Under the economic loss doctrine, "a plaintiff may not recover damages under a negligence claim when the plaintiff *has suffered no personal injury or property damage.*") (emphasis added). However, economic loss "encompasses the costs associated with repair and-or replacement of a defective product, or loss of profits consequent thereto, apart from any injury or damage to other property." *Hart Engineering Co.*, 593 F. Supp. at 1481 n.11.

Reviewing the Amended Complaint, the State alleges that it has suffered actual physical damage to the Eastbound Washington Bridge through increased "wear and tear . . . that would not have otherwise occurred." (Am. Compl. ¶ 103.) The State also alleges that a substantial and entirely unanticipated volume of traffic has caused measurable physical harm to the Eastbound Washington Bridge. *See id.* ¶¶ 101-106. The Amended Complaint explains that the Eastbound Washington Bridge could not handle the volume of traffic in both directions in the 1960s, and that it was reconfigured exclusively for eastbound traffic when it reopened to the public in 2007. *Id.* ¶¶ 97-99. Now, traffic volume is significantly greater than it was in the 1960s, and, after the emergency closure, the Eastbound Washington Bridge is forced to handle traffic in both

directions. *Id.* ¶ 102. Assuming all allegations in the Amended Complaint are true and resolving any doubts in the State’s favor, as the Court is required to do on a motion to dismiss, the Court is left with the inescapable inference that the State has alleged damage to other property beyond mere loss of use. The State has sufficiently alleged actual physical damage, through the accelerated wear and tear due to increased traffic, to the Eastbound Washington Bridge directly resulting from the Defendants’ alleged negligence.

Defendants point to a number of out of jurisdiction cases to support their arguments, including *Kestrel Holdings I, L.L.C. v. Learjet Inc.*, 316 F. Supp. 2d 1071 (D. Kan. 2004). *Kestrel Holdings* involved claims that the defendant failed to deliver an airworthy aircraft, and plaintiff sought to recover damages such as service costs for an unusable aircraft, costs of using alternative aircrafts, and lost use of the aircraft, among others. *Id.* at 1074. The court noted that “Kansas courts have determined that economic loss includes damages for inadequate value, costs of repair, replacement costs, and loss of use of a defective product.” *Id.* at 1075. But “[t]he economic loss doctrine does not preclude recovery *for physical damage a product caused to other property.*” *Id.* at 1076 (emphasis added). The court found that the plaintiff’s negligence claims were barred by the economic loss doctrine because “[p]laintiff’s alleged damages relate to the aircraft itself—not damage to other property[.]” *Id.* Jacobs asserted at hearing that the wear and tear to the Eastbound Washington Bridge is no different than the costs of using an alternate aircraft and in both instances the economic loss doctrine should apply.

However, in the present case, the State has alleged actual substantial physical harm to the Eastbound Washington Bridge resulting from the huge increase in traffic volume. This harm goes far beyond ordinary instances of wear and tear on substitute property; instead, the significantly increased traffic has allegedly caused real physical damage to other property

through the accelerated deterioration of the Eastbound Washington Bridge. The State alleges that the Westbound Washington Bridge had to be shut down on an emergency basis, forcing the State to redirect traffic to the Eastbound Washington Bridge which caused significant increases in traffic volume and accelerated deterioration to the Eastbound Washington Bridge. This accelerated physical harm to the Eastbound Washington Bridge exceeds the ordinary wear and tear meant to be shared among the two bridges because the State has alleged that the Eastbound Washington Bridge is not meant to handle the increased load from traffic in both directions. In sum, the Amended Complaint alleges that this increased traffic volume has caused measurable tangible harm to the Eastbound Washington Bridge. Viewing the allegations in the light most favorable to the Plaintiff, the damage to the Eastbound Washington Bridge is an extraordinary example of physical wear and tear, and the State has sufficiently alleged harm to other property beyond mere loss of use. Therefore, the State has adequately alleged damage to other property to survive a motion to dismiss.

B

Disappointed Expectations Test

Next, Defendants argue that the State's damages were reasonably foreseeable at the time of contracting and the economic loss doctrine should apply. (Steere's Mem. at 9; Commonwealth Engineers' Mem. at 4; Jacobs' Mem. at 7.) Steere explains that alternate accommodations from structural repairs on the Washington Bridge were foreseeable at the time of contracting, and the State could have contracted with AECOM to address this potential issue. (Steere's Mem. at 11.) Jacobs opines that redirecting traffic from the Westbound Washington Bridge to the Eastbound Washington Bridge is the most obvious and likely solution for a closure of the Westbound Washington Bridge. (Jacobs' Mem. at 8.)

The State argues that there is no foreseeability rule when other property has been damaged. (Pl.’s Mem. at 10.) The State also states that foreseeability may not be determined on a Rule 12 motion and is instead a question of fact. *Id.* at 10-11. The State explains that the damages to the Westbound Washington Bridge were the result of an extraordinary and unanticipated sequence of events, namely years of negligence by the Defendants, and this harm was entirely unforeseeable. *Id.* at 11.

The disappointed expectations test “governs situations in which a commercial product causes property damage but the damage was within the scope of bargaining, or as the Michigan Supreme Court reasoned, ‘the occurrence of such damage could have been the subject of negotiations between the parties.’” *Grams v. Milk Products, Inc.*, 699 N.W.2d 167, 175 (Wis. 2005) (quoting *Neibarger v. Universal Coops, Inc.*, 486 N.W.2d 612, 620 (Mich. 1992)). Said differently, “[t]he disappointed expectations test asks whether the purchaser should have foreseen the damage at issue. If the answer is yes, then the economic loss doctrine will prohibit recovery of economic damages in tort.” Goodman, 67 Drake L. Rev. at 29-30 (cleaned up). Rhode Island has not adopted the disappointed expectations test and the Court will not do so on a motion to dismiss. However, the State has alleged that numerous contractors failed to find and fix issues with the Washington Bridge over multiple years. It is conceivable that a finder of fact could determine that an emergency closure of the Washington Bridge was such an extraordinary consequence that the resulting harm was unforeseeable at the time of contracting. The Court holds that, even if the disappointed expectation test applies, it is not clear beyond a reasonable doubt that the State is not entitled to relief under any set of facts.

C

Integrated System Theory

Commonwealth Engineers next assert that the Eastbound and Westbound Washington Bridges are part of an integrated system which bars recovery under the economic loss doctrine. (Commonwealth Engineers' Mem. at 5.) Commonwealth Engineers explains that the two bridges are "an 'integrated system' designed to work in tandem to facilitate the movement of east/west traffic over Interstate I-195." (Commonwealth Engineers' Mem. at 6.)

The State first states that the integrated system rule has not been adopted in Rhode Island. (Pl.'s Mem. at 12.) Still, the State explains that it alleges that the Eastbound and Westbound Washington Bridges are entirely separate structures, and this must be taken as true on a motion to dismiss. *Id.* The State opines that the mere fact that both bridges span the same river does not merge them into a single inseparable system. *Id.*

Under the integrated system theory of the economic loss doctrine, "the relevant 'product' is the finished product into which the component is integrated." *Sebago, Inc. v. Beazer East, Inc.*, 18 F. Supp. 2d 70, 90 (D. Mass. 1998). "[A] buyer is prohibited from bringing tort claims to recover for damages to a product--said to be an integrated system--if the damage is caused by a defective component part of the product." Goodman, 67 Drake L. Rev. at 37. Rhode Island has not adopted the integrated system rule and the Court will not do so on a motion to dismiss. However, even if the rule applies, the State has alleged sufficient facts to survive a motion to dismiss. The State has alleged that the Eastbound and Westbound Washington Bridges are "entirely separate, independent bridges with distinct structural components and foundations." (Am. Compl. ¶ 100.) The Court must accept all of the Plaintiff's factual allegations as true on a motion to dismiss. *See Narragansett Electric Co.*, 21 A.3d at 278. Therefore, the State has

alleged that the two bridges are entirely separate bridges, not an integrated system, sufficient to survive a motion to dismiss.

D

Harm Caused by Wear and Tear

Finally, Jacobs argues that the State has failed to allege that increased wear and tear to the Eastbound Washington Bridge has caused it any harm. (Jacobs' Mem. at 9.) Jacobs explains that the State has failed to allege that the current wear and tear to the Eastbound Washington Bridge exceeds the combined wear and tear that the two bridges would have experienced had the Westbound Washington Bridge continued in use. *Id.* at 9-10.

The State argues that it has alleged specific accelerated physical deterioration of the Eastbound Washington Bridge. (Pl.'s Mem. at 9.) The State explains that its allegations make clear that transferring traffic volume to the Eastbound Washington Bridge placed a load on the Eastbound Washington Bridge that would not have occurred under normal bridge operations. *Id.*

The State has sufficiently alleged harm resulting from increased traffic on the Eastbound Washington Bridge. The Amended Complaint alleges actual physical damage to the Eastbound Washington Bridge through increased "wear and tear . . . *that would not have otherwise occurred.*" (Am. Compl. ¶ 103) (emphasis added). The Amended Complaint further alleges that the Eastbound Washington Bridge could not handle the traffic volume in the 1960s, which was significantly less than the current traffic volume. *Id.* ¶¶ 97, 102. The Amended Complaint explains that the Eastbound Washington Bridge was reconfigured for exclusively eastbound traffic and reopened to the public in 2007. *Id.* ¶ 99. These allegations create a clear inference that the Eastbound Washington Bridge has suffered accelerated wear and tear beyond what would have ordinarily occurred due to the significantly increased traffic volume, in part because the

Eastbound Washington Bridge was only built to handle eastbound traffic. This has resulted in more frequent physical maintenance and the installation of advanced monitoring systems to keep the Washington Bridge safe for the public. *Id.* ¶¶ 105-106. Therefore, the State has sufficiently alleged damage to other property to circumvent the economic loss doctrine and survive a motion to dismiss.

E

Remaining Issues

The Court has held that the Plaintiff has adequately alleged damage to other property to survive a motion to dismiss. Therefore, the Court does not reach the independent duty argument or the argument that the relevant contracts specifically allow for damages from negligence. Because the negligence claims have survived a motion to dismiss, the Court will not dismiss Counts XIX and XX for declaratory judgment that were stayed in the initial Decision.

IV

Conclusion

Based on the foregoing, Defendants' motions to dismiss are **DENIED**. Plaintiff's counsel shall prepare the appropriate order.



RHODE ISLAND SUPERIOR COURT

Decision Addendum Sheet

TITLE OF CASE: State of Rhode Island v. Aecom Technical Services, Inc., et al.

CASE NO: PC-2024-04526

COURT: Providence County Superior Court

DATE DECISION FILED: August 25, 2025

JUSTICE/MAGISTRATE: Stern, J.

ATTORNEYS:

For Plaintiff: Jonathan N. Savage, Esq.; Alyssa L. Lemire, Esq.; Edward D. Pare, Esq.; Stephen N. Provazza, Esq.; Sara W. Rice, Esq.; Michael P. Robinson, Esq.

For Defendant: Courtney A. Richards, Esq.; Jackson C. Parmenter, Esq.; Jeffrey B. Pine, Esq.; Richard M. Dighello, Jr., Esq.; Susan M. Silva, Esq.; Michael R. Creta, Esq.; Christopher C. Whitney, Esq.; John A. Donovan, III, Esq.; Warren D. Hutchison, Esq.; Mark P. Dolan, Esq.; Brian C. Newberry, Esq. Amanda Prosek, Esq.; Michael A. Kelly, Esq.; Peter J. Poulos, Esq.; Paul S. Callaghan, Esq.; Brent S. Davis, Esq.; John F. Kelleher, Esq.; Katharine Kohm, Esq.; Sheya Rivard, Esq.; Samuel E. Cote, Esq.; Hayley C. Johnston, Esq.