

IN THE CIRCUIT COURT OF THE  
ELEVENTH JUDICIAL CIRCUIT IN AND  
FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. \_\_\_\_\_

RICHARD LUIS HUMBLE,

PLAINTIFF,

vs.

FIGG BRIDGE ENGINEERS, INC.,  
MUNILLA CONSTRUCTION  
MANAGEMENT, LLC, NETWORK  
ENGINEERING SERVICES, INC.,  
D/B/A BOLTON PEREZ &  
ASSOCIATES, LOUIS BERGER U.S.,  
INC., BARNHART CRANE & RIGGING  
CO., BRIDGE DIAGNOSTICS, INC.,  
STRUCTURAL TECHNOLOGIES, LLC,

DEFENDANTS.

\_\_\_\_\_ /

**COMPLAINT FOR DAMAGES**

1. By and through the undersigned counsel, Plaintiff RICHARD LUIS HUMBLE brings this action against the Defendants whose negligence caused the bridge at the intersection of SW 8th Street and 109 Avenue in Miami-Dade County, Florida, to suddenly collapse over unsuspecting motorists, pedestrians, and cyclists, thereby causing death, injury, and mental pain and suffering.

**PARTIES, JURISDICTION & VENUE**

2. Plaintiff RICHARD LUIS HUMBLE is a resident of Miami-Dade County, Florida.

3. Defendant FIGG Bridge Engineers, Inc. ("FIGG") is a corporation organized and existing under the laws of the State of Florida with its principal place of business in Tallahassee, Leon County, Florida.

4. Defendant Munilla Construction Management, LLC ("MCM") is a limited liability company organized and existing under the laws of the State of Florida with its principal place of business in Miami, Miami-Dade County, Florida.

5. Defendant Network Engineering Services, Inc. d/b/a Bolton, Perez & Associates ("BPA") is a corporation organized and existing under the laws of the State of Florida with its principal place of business in Miami, Miami-Dade County, Florida.

6. Defendant Louis Berger U.S., Inc. ("Louis Berger") is a corporation organized and existing under the laws of the State of New York, with its principal place of business in Morristown, New Jersey. As alleged below, the claims against Louis Berger asserted in this lawsuit arises out of Louis Berger's negligent activities in Florida.

7. Defendant Barnhart Crane & Rigging Co. ("Barnhart") is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business in Memphis, Tennessee. As alleged below, the claims against Barnhart asserted in this lawsuit arises out of Barnhart's negligent activities in Florida.

8. Defendant Bridge Diagnostics, Inc. ("BDI") is a corporation organized and existing under the laws of the State of Colorado, with its principal place of business in Louisville, Colorado. As alleged below, the claims

against BDI asserted in this lawsuit arises out of BDI's negligent activities in Florida.

9. Defendant Structural Technologies, LLC ("Structural Technologies") is a limited liability company organized and existing under the laws of the State of Maryland, with its principal place of business in Columbia, Maryland. As alleged below, the claims against Structural Technologies asserted in this lawsuit arises out of its negligent activities in Florida.

10. At all relevant times alleged herein, each Defendant was acting by and through its agents, officers, directors, and employees, all of whom at all relevant times alleged herein were acting within the course and scope of their employment with the Defendants.

11. This is an action for damages in excess of fifteen thousand dollars (\$15,000.00) exclusive of interest, costs, and attorneys' fees.

12. Venue is proper in this Court pursuant to Fla. Stat. § 47.011 because the Plaintiff RICHARD LUIS HUMBLE resides in this County and the cause of action accrued in this County.

13. All conditions precedent to the filing of this action have occurred, been performed, or been waived.

### **GENERAL ALLEGATIONS**

14. On March 15, 2018, Plaintiff Richard Luis Humble was traveling along SW 8th Street as a passenger inside of an automobile. Following the normal flow of traffic, the automobile traveled underneath the new Florida International University ("FIU") Sweetwater University City Bridge (the "Bridge"). As traffic flowed under the Bridge, the Bridge collapsed onto Mr.

Humble's vehicle as well as several other vehicles on the road. The Bridge collapsed without any prior warning.

15. Upon the impact of the collapsed Bridge, Mr. Humble was physically struck by portions of the vehicle and Bridge as well as the injured body of the driver of his vehicle. He suffered bodily injuries and witnessed the driver of his vehicle die from the impact of the collapsed bridge.

16. In early 2016, FIU hired MCM and FIGG to act as the unified design-build team for the design, construction, and installation of the Bridge. MCM, a construction company, primarily served as builder for the project and FIGG, an engineering firm, primarily served as designer and engineer of record for the project.

17. Defendants MCM and FIGG (collectively referred to as "MCM+FIGG") were a joint venture, joint enterprise and partnership as they combined their property, personnel and time for the purpose of acting as the design and build team for the design and construction of the Bridge. MCM+FIGG combined their resources and efforts and agreed to undertake design and construction of the Bridge, had common interests in the purposes to be accomplished by the joint venture, had joint control or right of control of the joint venture, had a joint ownership interest in the subject matter of the venture, and had a common right and duty to share in the joint venture's profits and losses.

18. Once MCM+FIGG undertook to design and construct the Bridge, MCM+FIGG assumed a duty to design and construct the Bridge carefully, safely, and in a way that would not put others at an undue risk of harm.

19. As the design-build team, MCM+FIGG controlled the design and construction of the Bridge, including the formulation, implementation and enforcement of safety precautions pertaining to the design and construction of the Bridge. Thus, MCM+FIGG had a duty to ensure that the Bridge's design, the construction of component parts, and installation of all parts, was safe and compliant with all applicable safety laws and standards.

20. MCM+FIGG's actions in the design and construction of the Bridge created a foreseeable zone of risk of harm to persons, including pedestrians, drivers, vehicle passengers, and cyclists in the vicinity of the Bridge. MCM+FIGG thus had a duty to exercise reasonable care so as to protect those within the foreseeable zone of risk from harm, injury, and death.

21. BPA served the role of construction engineering and inspection services provider for the Bridge project. BPA had a duty to administer, monitor, and inspect the services provided by MCM+FIGG to ensure that the Bridge was designed and constructed in conformity with safety laws and standards. BPA had a duty to take all actions necessary to preserve the safety of anyone within the foreseeable zone of risk.

22. Louis Berger served the role of secondary design inspector of the Bridge. Louis Berger had a duty to ensure that the Bridge was designed and constructed in conformity with safety laws and standards. Louis Berger had a duty to take all actions necessary to preserve the safety of anyone within the foreseeable zone of risk.

23. BDI served the role of monitoring the movement of the 174-foot walkway structure from the temporary supports onto its permanent position

and its installation onto its permanent position. BDI had a duty to ensure that the Bridge was constructed and installed onto its permanent position over SW 8 Street in conformity with safety laws and standards. BDI had a duty to take all actions necessary to preserve the safety of anyone within the foreseeable zone of risk.

24. By virtue of their respective roles in the Bridge design and construction, the Defendants were responsible for formulating, implementing, and enforcing safety precautions that would minimize the risk of harm to motorists in the vicinity during construction. This includes developing and implementing a traffic control plan providing for road closures, detours, and re-routing of traffic around the Bridge construction zone so long as it was unsafe for the general public to travel near or under the Bridge.

25. The Bridge was designed to be 289 feet long and accommodate pedestrian traffic between the FIU campus and the City of Sweetwater in the area of the intersection of SW 8 Street and SW 109 Avenue, and run north and south perpendicular to SW 8 Street and parallel to 109 Avenue. A 174-foot section of the Bridge's walkway was built on temporary supports at or near the construction zone. On Saturday, March 10, 2018, Barnhart moved this 174-foot section from its temporary supports to its permanent position over, and perpendicular to, SW 8 Street.

26. On Tuesday, March 13, 2018, a FIGG engineer reported to an official with the Florida Department of Transportation ("FDOT") certain cracking that had been observed on the northern end of the 174-foot section that Barnhart installed a few days earlier. When reporting the cracking, the

FIGG engineer minimized the significance of the cracking and represented that it presented no safety concerns.

27. On the morning of Thursday, March 15, 2018, before the collapse, officials and employees of MCM+FIGG held a meeting at the MCM trailer at the Bridge construction site to discuss the crack. At the meeting, the FIGG engineer again represented that there were no safety concerns regarding the Bridge.

28. On March 15, 2018, Structural Technologies was providing installation support and applying post-tensioning force on the recently-installed 174-foot walkway structure in order to strengthen aspects of the structure. During the course of this post-tensioning work by Structural Technologies, the Bridge collapsed at or near the portion of the Bridge in which crew members were working.

29. As Defendants were well aware, post-tensioning force is an inherently dangerous and risky endeavor. However, no measures were taken to re-route traffic or otherwise warn of the danger before or during the post-tensioning operations on March 15, and traffic was permitted to proceed under the Bridge during the work.

30. Because the Defendants failed to exercise ordinary care in the course of the design and construction of the Bridge and further failed to re-route traffic and otherwise apply reasonable safety precautions while construction was underway, the Bridge collapsed onto vehicular traffic passing under the Bridge, including the vehicle occupied by Plaintiff Mr. Humble.

31. As a result of the Defendants' negligence, Plaintiff Mr. Humble

suffered and continues to suffer bodily injuries, pain and suffering, and mental distress, shock, and psychic trauma which have manifested themselves in discernible physical injuries, and claims the damages set forth below.

**COUNT 1**  
**(NEGLIGENCE AGAINST FIGG BRIDGE ENGINEERS, INC.)**

Plaintiff Mr. Humble adopts and realleges paragraphs 1 through 31 and further alleges:

32. Defendant FIGG owed a duty to Plaintiff and other members of the general public to exercise reasonable care in the design and construction of the Bridge. FIGG was the engineering firm responsible for the design of the bridge, and was a member of the joint venture with MCM to act as the Bridge's unified design-build team.

33. Defendant FIGG breached its duty of care to Plaintiff because, among other things, it:

- a. failed to recognize the severe nature of the cracks and the risks they posed,
- b. failed to exercise reasonable care in the design and construction of the Bridge,
- c. failed to exercise reasonable care in the performance of post-tensioning work,
- d. failed to close the roadway and re-route traffic while engaging in construction of the Bridge,
- e. failed to close the roadway and re-route traffic while engaging in post-tensioning work just days after the 174-foot section of the Bridge had



been installed and cracks had been spotted,

- f. failed to create and apply adequate policies and procedures for the implementation of road closures and detours while Bridge construction was underway, and
- g. failed to warn the public of the dangers associated with traveling near or under the Bridge during the course of construction.

34. As a direct and proximate result of FIGG's negligence, Plaintiff Mr. Humble suffered the damages set forth below.

**COUNT 2**  
**(NEGLIGENCE AGAINST MUNILLA CONSTRUCTION MANAGEMENT, LLC)**

Plaintiff Mr. Humble adopts and realleges paragraphs 1 through 31 and further alleges:

35. Defendant MCM owed a duty to Plaintiff and other members of the general public to exercise reasonable care in the design and construction of the Bridge. MCM was the construction firm responsible for building the bridge and was a member of the joint venture with FIGG to act as the Bridge's unified design-build team.

36. Defendant MCM breached its duty of care to Plaintiff because, among other things, it:

- a. failed to recognize the severe nature of the cracks and the risks they posed,
- b. failed to exercise reasonable care in the design and construction of the Bridge,
- c. failed to exercise reasonable care in the performance of post-tensioning

work,

- d. failed to close the roadway and re-route traffic while engaging in construction of the Bridge;
- e. failed to close the roadway and re-route traffic while engaging in post-tensioning work just days after the 174-foot section of the Bridge had been installed and cracks had been spotted,
- f. failed to create and apply adequate policies and procedures for the implementation of road closures and detours while Bridge construction was underway, and
- g. failed to warn the public of the dangers associated with traveling near or under the Bridge during the course of construction.

37. As a direct and proximate result of FIGG's negligence, Plaintiff Mr. Humble suffered the damages set forth below.

**COUNT 3**  
**(NEGLIGENCE AGAINST NETWORK ENGINEERING SERVICES, INC., D/B/A  
BOLTON PEREZ & ASSOCIATES)**

Plaintiff Mr. Humble adopts and realleges paragraphs 1 through 31 and further alleges:

38. Defendant BPA owed a duty to Plaintiff and other members of the general public to exercise reasonable care in the design and construction of the Bridge. Defendant BPA was responsible for inspecting and overseeing MCM+FIGG's design and construction of the Bridge, including the safety precautions employed by MCM+FIGG during the course of Bridge design and construction.

39. Defendant BPA breached its duty of care to Plaintiff because, among other things, it:

- a. failed to recognize the severe nature of the cracks and the risks they posed,
- b. failed to exercise reasonable care in the oversight of MCM+FIGG's performance of its design and construction obligations, and
- c. failed to exercise reasonable care in the oversight of MCM+FIGG's implementation of safety precautions during the course of Bridge design and construction.

40. As a direct and proximate result of BPA's negligence, Plaintiff Mr. Humble suffered the damages set forth below.

**COUNT 4**  
**(NEGLIGENCE AGAINST LOUIS BERGER U.S., INC.)**

Plaintiff Mr. Humble adopts and realleges paragraphs 1 through 31 and further alleges:

41. Defendant Louis Berger owed a duty to Plaintiff and other members of the general public to exercise reasonable care in the design and construction of the Bridge. Louis Berger was responsible for inspecting and overseeing MCM+FIGG's design and construction of the Bridge, including the safety precautions employed by MCM+FIGG during the course of Bridge design and construction.

42. Defendant Louis Berger breached its duty of care to Plaintiff because, among other things, it:

- a. failed to recognize the severe nature of the cracks and the risks they

posed,

- b. failed to exercise reasonable care in the oversight of MCM+FIGG's performance of its design and construction obligations, and
- c. failed to exercise reasonable care in the oversight of MCM+FIGG's implementation of safety precautions during the course of Bridge design and construction.

43. As a direct and proximate result of Louis Berger's negligence, Plaintiff Mr. Humble suffered the damages set forth below.

**COUNT 5**  
**(NEGLIGENCE AGAINST BARNHART CRANE & RIGGING CO.)**

Plaintiff Mr. Humble adopts and realleges paragraphs 1 through 31 and further alleges:

44. Defendant Barnhart owed a duty to Plaintiff and other members of the general public to exercise reasonable care in the design and construction of the Bridge. Defendant Barnhart was responsible for effectively and safely moving the 174-foot walkway structure from its temporary supports onto its permanent position on the Bridge over SW 8 Street.

45. Defendant Barnhart breached its duty of care to Plaintiff because, among other things, it failed to exercise reasonable care in the moving and installation of the 174-foot walkway structure.

46. As a direct and proximate result of Barnhart's negligence, Plaintiff Mr. Humble suffered the damages set forth below.

**COUNT 6**  
**(NEGLIGENCE AGAINST BRIDGE DIAGNOSTICS, INC.)**

Plaintiff Mr. Humble adopts and realleges paragraphs 1 through 31 and further alleges:

47. Defendant BDI owed a duty to Plaintiff and other members of the general public to exercise reasonable care in the design and construction of the Bridge. Defendant BDI was responsible for effectively and safely monitoring the movement and installation of the 174-foot walkway structure onto its permanent position on the Bridge over SW 8 Street.

48. Defendant BDI breached its duty of care to Plaintiff because, among other things, it failed to exercise reasonable care in the monitoring of the movement and installation of the 174-foot walkway structure.

49. As a direct and proximate result of BDI's negligence, Plaintiff Mr. Humble suffered the damages set forth below.

**COUNT 7**  
**(NEGLIGENCE AGAINST STRUCTURAL TECHNOLOGIES, LLC)**

Plaintiff Mr. Humble adopts and realleges paragraphs 1 through 31 and further alleges:

50. Defendant Structural Technologies owed a duty to Plaintiff and other members of the general public to exercise reasonable care in the design and construction of the Bridge. Structural Technologies was responsible for effectively and safely providing installation support and performing post-tensioning work on the Bridge.

51. Defendant Structural Technologies breached its duty of care to

Plaintiff because, among other things, it failed to exercise reasonable care in providing installation support and performing the post-tensioning work.

52. As a direct and proximate result of the negligence of Structural Technologies, Plaintiff Mr. Humble suffered the damages set forth below.

**DAMAGES CLAIMED BY PLAINTIFF RICHARD LUIS HUMBLE**

Plaintiff Mr. Humble, as a direct and proximate result of the negligence of the Defendants as set forth above has in the past and will in the future continue to suffer the following damages:

- a. Bodily injury;
- b. Disfigurement;
- c. Past and future pain and suffering;
- d. Disability;
- e. Loss of the capacity for the enjoyment of life;
- f. Aggravation of pre-existing conditions;
- g. Past and future medical, hospital and other health care related expenses;
- h. Loss of earning capacity in the future;
- i. Rehabilitation expenses; and
- j. Past and future mental distress, which has manifested itself in physical injuries, including headaches, nausea, sleeplessness, debilitating phobias, and ongoing nightmares.

WHEREFORE, the Plaintiff RICHARD LUIS HUMBLE demands judgment against Defendants FIGG BRIDGE ENGINEERS, INC., MUNILLA

CONSTRUCTION MANAGEMENT, LLC, NETWORK ENGINEERING SERVICES, INC., D/B/A BOLTON PEREZ & ASSOCIATES, LOUIS BERGER U.S., INC., BARNHART CRANE & RIGGING CO., and STRUCTURAL TECHNOLOGIES, LLC for compensatory damages in an amount in excess of the jurisdictional limits of this Court, exclusive of interest and costs.

**DEMAND FOR JURY TRIAL**

Plaintiff Mr. Humble demands trial by jury on all issues triable as of right by a jury.

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