

STATE OF RHODE ISLAND  
PROVIDENCE, SC

SUPERIOR COURT

STATE OF RHODE ISLAND

*Plaintiff,*

v.

C.A. No. PC-2024-04526

AECOM TECHNICAL SERVICES, INC., *et al.*

*Defendant.*

**DEFENDANT AECOM TECHNICAL SERVICES, INC.'S FIRST SET OF REQUESTS  
FOR PRODUCTION OF DOCUMENTS TO PLAINTIFF STATE OF RHODE ISLAND**

Pursuant to Rule 34 of the Rhode Island Superior Court Rules of Civil Procedure and the Court's Scheduling Order, Defendant AECOM Technical Services, Inc. ("AECOM"), by its undersigned counsel, hereby requests that Plaintiff State of Rhode Island ("Plaintiff" or the "State") produce the documents requested herein to AECOM's undersigned counsel, Lamontagne, Spaulding & Hayes, LLP, at 100 Midway Road, Suite 15, Cranston, RI 02920, or in such other format, place or manner as may be agreed upon by AECOM and the State or ordered by the Court by all applicable Rules and the Definitions and Instructions set forth below within forty (40) days of service.

**DEFINITIONS**

1. The term "AECOM" refers to AECOM Technical Services, Inc., and its present or former employees, servants, attorneys, agents, consultants, and other representatives or persons acting on its behalf or under its control.

2. "And" shall include "or" and vice versa; the singular shall include the plural and vice versa; "any" includes the word "all" and "all" includes the word "any"; "each" includes the word "every" and "every" includes the word "each."

3. “Amended Complaint” or “Complaint” refers to the Amended Complaint filed by The State of Rhode Island on April 15, 2025, in the above-captioned lawsuit pending 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.

4. “Communication(s)” means the transmittal of information (in the form of facts, idea, inquires, or otherwise).

5. “Document” means, without limitation, any written, printed, typed, photographed, recorded or otherwise reproduced or stored communication or representation, whether comprised of letters, words, numbers, pictures, sounds or symbols, or any combination thereof. This definition includes copies or duplicates of documents contemporaneously or subsequently created which have any non-conforming notes or other markings and the backsides of any communication or representation which all contain any of the above.

6. “Eastbound Washington Bridge” means the Interstate I-95 eastbound portion of the bridge structure over the Seekonk River connecting Providence, Rhode Island and East Providence, Rhode Island.

7. “Include” or “including” means including, but not limited to.

8. “Joint Venture” means Defendant Barletta/Aetna I-95 Washington Bridge North Phase 2 JV, and its present or former employees, servants, attorneys, agents, consultants and other representatives or persons acting on its behalf under its control.

9. “Litigation” means the above-captioned lawsuit pending 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

10. “MBI” means Defendant Michael Baker International, Inc., F/k/a Michael Baker, Jr., Inc., and its present or former employees, servants, attorneys, agents, consultants and other representatives or persons acting on its behalf under its control.

11. “Person” or “Persons” shall be deemed to mean any natural person or any business, legal, or governmental entity or association.

12. “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.

13. The terms “referring to”, “relating to”, or “concerning” shall be broadly construed to mean referring to, describing, evidencing, or constituting.

14. The term “Requests” refers to these Requests for Production of Documents.

15. The terms the “State”, “State of Rhode Island”, “You”, and “Your” refer to the State of Rhode Island, and its present or former employees, servants, attorneys, agents, consultants, and other representatives or persons acting on its behalf or under its control.

16. “VHB” means Defendant Vanasse Hangen Brustlin, Inc., and its present or former employees, servants, attorneys, agents, consultants and other representatives or persons acting on its behalf under its control.

17. “Washington Bridge” means the Interstate I-95 westbound bridge structure over the Seekonk River connecting Providence, Rhode Island and East Providence, Rhode Island.

18. "WJE" means Wiss Janney Elstner Associates, Inc., and its present or former employees, servants, attorneys, agents, consultants and other representatives or persons acting on its behalf under its control.

19. Capitalized terms not defined herein have the meanings given to them in the Amended Complaint.

### **INSTRUCTIONS**

1. These Requests include all Documents in Your possession, custody or control, regardless of where the Documents are located, including all Documents in the possession, custody or control of Your agents (including attorneys). This includes, but is not limited to, Documents stored in shared files, SharePoint or other cloud-based storage sites, document management system folders, or other document repositories within Your possession, custody or control.

2. A copy of a Document that varies in any way whatsoever from the original or from any other copy of the Document, whether by reason of handwritten or other notation or any omission, constitutes a separate Document and must be produced, whether or not the original of such Document is within Your possession, custody, or control.

3. Produce all Documents in the order and format in which they appear in Your files. Documents that, in their original condition, are stapled, clipped, or otherwise fastened together shall be produced in this same condition.

4. If You object to any portion of these Requests, state with specificity the grounds for the objection and produce all Documents and submit all answers responsive to the remainder of the Request(s).

5. These requests are continuing in nature. Any information or documents called for by these Requests that You obtain subsequent to the service of Your response shall promptly be

supplied in the form of supplemental answers and/or document productions pursuant to Super. R. Civ. P. 26(e).

6. Do not refuse to respond to any request (or subpart of any request) on the ground that it is ambiguous, or that the definitions or instructions are ambiguous. Instead, identify the language You believe is ambiguous, the interpretation of the ambiguous language You believe is most reasonable, and respond using that interpretation.

7. If You withhold any Document or Communication in response to any of the requests based upon asserted privilege, work product, or immunity grounds, state the specific privilege or other ground claimed and the nature and basis the same. If You assert that disclosure to a third-party does not waive any privilege, state the basis for that assertion.

#### **REQUESTS FOR PRODUCTION OF DOCUMENTS**

1. The “Joint Venture Agreement dated June 23, 2020” referenced in Paragraph 6 of the Amended Complaint.

2. The “Original Design” plans and other documents referenced in Paragraph 19 of the Amended Complaint.

3. The “Lichenstein Report” referenced in Paragraph 34 of the Amended Complaint.

4. The routine inspection report MBI transmitted to RIDOT on August 3, 2011 referenced in Paragraph 43 of the Amended Complaint.

5. The Request for Proposals for the “Complete Design Services for the Rehabilitation of the Washington Bridge North No. 700 – Mainline, Approach and Ramp Bridges Providence and East Providence, Rhode Island” that RIDOT issued on March 21, 2013 referenced in Paragraph 46 of the Amended Complaint.

6. “AECOM’s Letter of Interest/Technical Proposal” referenced in Paragraph 55 of the Amended Complaint.

7. The “2014 AECOM Contract” referenced in Paragraph 59 of the Amended Complaint.

8. The “2016 Construction Plans” referenced in Paragraph 63 of the Amended Complaint.

9. The “2019 AECOM Contract” referenced in Paragraph 76 of the Amended Complaint.

10. The “2019 Design-Build Solicitation” referenced in Paragraph 76 of the Amended Complaint.

11. The RFP/Bid No. 7611889 for the “Best Value Design-Build Procurement for Bridge Group 57T-10: I-95 Washing South Phase 2” that RIDOT issued on March 17, 2021 referenced in Paragraph 78 of the Amended Complaint.

12. The “Design-Build proposal” the Joint Venture submitted on July 2, 2021 referenced in Paragraph 82 of the Amended Complaint.

13. The “rehabilitation plans” issued by the Joint Venture referenced in Paragraph 91 of the Amended Complaint.

14. All agreements entered into between You and any other party or third party relating to inspections or evaluations of the Washington Bridge during the time period of January 1, 1990 to present.

15. All agreements entered into between You and any other party or third-party relating to the “1996-1998 Rehabilitation of the Washington Bridge” as referenced in Paragraph 40 of the Amended Complaint.

16. All bidding documents and proposals you received relating to the “1996-1998 Rehabilitation of the Washington Bridge” as referenced in Paragraph 40 of the Amended Complaint.

17. All plans, specifications, blueprints, schematics, drawings, and any other design or engineering documents relating to the “1996-1998 Rehabilitation of the Washington Bridge” as referenced in Paragraph 40 of the Amended Complaint.

18. All bidding documents and proposals You received relating to the Request for Proposals that RIDOT issued on March 21, 2013 as referenced in Paragraph 46 of the Amended Complaint.

19. All plans, specifications, blueprints, schematics, drawings, and any other design or engineering documents relating to the Request for Proposals that RIDOT issued on March 21, 2013 as referenced in Paragraph 46 of the Amended Complaint.

20. All Documents relating to RIDOT’s evaluation of the proposals and bids received in response to the March 21, 2013 Request for Proposals and all award decision-related documents.

21. All agreements entered into between You and any other party or third-party relating to the “2016 Rehabilitation Project” as referenced and described in Paragraph 66 of the Amended Complaint.

22. All request for proposals, plans, specifications, blueprints, schematics, drawings, and any other design or engineering documents relating to the “2016 Rehabilitation Project” as referenced and described in Paragraph 66 of the Amended Complaint.

23. All bidding and proposal documents you received relating to the “2021 RFP” as referenced and described in Paragraph 78 of the Amended Complaint.

24. All plans, specifications, blueprints, schematics, drawings, and any other design or engineering documents relating to the “2021 RFP” as referenced and described in Paragraph 78 of the Amended Complaint.

25. All Documents and Communications relating to the Request for Proposals (Solicitation # TRFP24004167) that RIDOT issued on April 26, 2024 for the Washington Bridge Demolition Project.

26. All bidding documents and proposals You received relating to the Request for Proposals (Solicitation # TRFP24004195) that RIDOT issued on April 26, 2024 for the Washington Bridge Demolition Project.

27. All contracts, subcontracts, and agreements entered into between You and any other party or third-party related to the demolition of the Washington Bridge, including those with J.R. Vinagro Corporation, Aetna Bridge Company, Jacobs Engineering Group, Inc., or any other contractor or consultant.

28. All documents relating to RIDOT’s evaluation of the proposals and bids received in response to the April 26, 2024 Request for Proposals and all award decision-related documents

29. All Communications between You and any contractor, subcontractor, or consultant regarding the demolition of the Washington Bridge.

30. All internal Communications and Documents concerning the decision to demolish the Washington Bridge, including risk assessments, engineering evaluations, and cost-benefit analyses.

31. All Communications and Documents between the State, RIDOT and any third-parties, including consultants, concerning the decision to demolish the Washington Bridge, including risk assessments, engineering evaluations, and cost-benefit analyses.



32. All invoices, payment records, and financial documents reflecting costs incurred or anticipated costs for the demolition of the Washington Bridge, including the demolition itself, the design and planning of that demolition and all other work related thereto.

33. All Documents and Communications relating to the Request for Proposals (Solicitation # TRFP24004195) that RIDOT issued on April 30, 2024 for the Washington Bridge Replacement Project.

34. All bidding documents and proposals You received relating to the Request for Proposals (Solicitation # TRFP24004195) that RIDOT issued on April 30, 2024 for the Washington Bridge Replacement Project.

35. All Documents and Communications discussing or analyzing the lack of response to Request for Proposals (Solicitation # TRFP24004195) that RIDOT issued on April 30, 2024 for the Washington Bridge Replacement Project.

36. All Documents and Communications relating to revisions, re-scoping or reissuance of Request for Proposals for the Washington Bridge Replacement Project after Solicitation # TRFP24004195 did not receive any bids.

37. All Documents and Communications relating to the Request for Proposals (Solicitation # TRFP25005022) that RIDOT issued on December 18, 2024 for the Washington Bridge Replacement Project.

38. All bidding documents and proposals You received relating to the Request for Proposals (Solicitation # TRFP25005022) that RIDOT issued on December 18, 2024 for the Washington Bridge Replacement Project.

39. All internal Communications and Documents concerning the decision to rebuild the Washington Bridge, including risk assessments, engineering evaluations, and cost-benefit analyses.

40. All versions of the Request for Proposals issued by RIDOT for the Washington Bridge Replacement Project, including drafts, amendments, addenda, clarifications and final versions.

41. All Communications between You and any potential or actual bidder regarding the Request for Proposals issued by RIDOT for the Washington Bridge Replacement Project, including pre-bid questions, clarifications, and post-submission discussions.

42. All cost estimates, budget projections, and financial analyses prepared by or for RIDOT in connection with the Washington Bridge Replacement Project.

43. All Communications between You and consultants, engineers, or financial advisors regarding projected or estimated costs for the Washington Bridge Replacement Project.

44. All Documents and Communications related to funding sources, grant applications, or federal/state appropriations for the Washington Bridge Replacement Project.

45. To the extent not produced, all agreements entered into by You and any other party or third-party relating to work performed on the Washington Bridge during the period of January 1, 1990 to the present.

46. All Documents and Communications relating to inspections of the Washington Bridge performed by any other party or third-party from January 1, 2013 to the present, including all draft and final reports, all notes, and all videos, scans, samples and photographs.

47. All reports prepared by or for the State of Rhode Island, RIDOT, or any agency of the State of Rhode Island, whether in draft or final form and all appendices thereto, in relation to

the Washington Bridge, including, without limitation, the forensic analysis report WJE prepared in 2024.

48. All Documents and Communications, including reports, prepared by or for the State of Rhode Island, RIDOT or any agency of the State of Rhode Island, by WJE, MBI, VN Engineers, Inc., VHB Engineers, Inc., Consor Engineers or Bridge Diagnostics, Inc. (collectively, individually or otherwise), whether in draft or final form, and all appendices thereto in relation to the Washington Bridge.

49. All Documents and Communications the State of Rhode Island provided to any expert or consultant relating to the Washington Bridge between November 1, 2023 and the present.

50. All Documents, Communications, notes, or comments, in your possession, custody or control relating to WJE and the Washington Bridge, that are not privileged.

51. All Documents and Communications related to Michael Culmo and/or CHA Consulting, Inc.'s assessment, evaluation, inspection, analysis or rating of the Washington Bridge.

52. All Documents and Communications, including reports, records, notes, correspondence, photographs, scans and videos, relating to, or depicting any beam tie-downs or tension rods at the beam seats on piers 6 and 7 of the Washington Bridge during the time period of January 1, 2013 to the present.

53. All Documents describing or showing any work performed on the beam seats or tie-down rods on piers 6 and 7 of the Washington Bridge during the time period of January 1, 2013 to the present.

54. All Documents and Communications relating to recommendations for major repair work on the Washington Bridge during the period of January 1, 2013 to the present.

55. All Documents and Communications relating to recommendations to replace and/or demolish the Washington Bridge from January 1, 2013 to the present.

56. All Documents and Communications relating to VHB's investigation of the Washington Bridge on or after December 8, 2023.

57. All Documents and Communications relating to RIDOT's decision to issue "an emergency declaration on December 11, 2023...closing the Washington Bridge" as alleged in Paragraph 94 of the Amended Complaint.

58. All Documents and Communications relating to the investigation, evaluation, rehabilitation, design or closure of the Washington Bridge from December 11, 2023 to the present.

59. All Documents and Communications relating to the State's and RIDOT's efforts to preserve the allegedly damaged elements of the Washington Bridge, including any Documents relating to the removal of any elements of the Washington Bridge after the alleged discovery of the damaged tie-rods on or about December 8, 2023.

60. All Documents and Communications relating to materials removed from the Washington Bridge, including, but not limited to, materials removed from the Washington Bridge by WJE, from December 1, 2023 to the present.

61. All Documents and Communications relating to the State's and/or RIDOT's plans and decision to demolish and replace the Washington Bridge, including any and all Documents and Communications considering other options. The relevant time frame for this request is January 1, 1990 to the present.

62. All Documents and Communications relating to the State's and/or RIDOT's decision to pause demolition of the Washington Bridge in September 2024, including, but not

limited to, Documents and Communications related to materials that were removed from the Washington Bridge.

63. All materials preserved, removed or otherwise in the possession of the State or RIDOT taken from the Washington Bridge in or around September 2024.

64. All materials preserved, removed or otherwise in the possession of WJE on behalf of the State or RIDOT.

65. All Documents and Communications relating to the State's allegation in Paragraph 61 of the Amended Complaint that AECOM's "reports failed to adequately recognize or address critical elements of the bridge's structural safety and integrity."

66. All Documents and Communications relating to the State's allegation in Paragraph 65 of the Amended Complaint that 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."

67. All Documents and Communications relating to the State's allegation in Paragraph 66 of the Amended Complaint that the "State and Cardi 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."

68. All Documents and Communications relating to the State's allegation in Paragraph 69 of the Amended Complaint that "none of the firms that conducted the inspections adequately recognized or addressed critical elements of the bridge's structural safety and integrity."

69. All Documents and Communications relating to the "known deteriorating condition of the Washington Bridge" as referenced in Paragraph 71 of the Amended Complaint.

70. All Documents and Communications relating to the State’s allegation in Paragraph 79 of the Amended Complaint that the “concept for the 2021 RFP was to initiate a Design-Build project based on the 2019 Design Build Solicitation prepared by AECOM.”

71. All Documents and Communications relating to the State’s allegation in Paragraph 91 of the Amended Complaint that the “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.”

72. The “2003-CB-061” contract referenced in Paragraph 99 of the Amended Complaint.

73. All Documents and Communications relating to rerouting westbound Washington Bridge traffic onto the Eastbound Washington Bridge following the closure of the Washington Bridge on December 8, 2023.

74. All Documents and Communications relating to the State’s allegation in Paragraph 103 of the Amended Complaint that there has been an increase in “traffic volume on the Eastbound Washington Bridge since the emergency closure of the Washington Bridge[.]”

75. All Documents and Communications identifying, supporting and/or quantifying the “physical wear and tear damage to the bridge[.]” alleged by the State in Paragraph 103 of the Amended Complaint.

76. All Documents, Communications, reports or opinions regarding causes for the alleged increase in traffic volume on the Eastbound Washington Bridge since the emergency closure of the Washington Bridge on December 8, 2023.

77. All Documents and Communications relating to maintenance and repair work performed on the Eastbound Washington Bridge during the time period of January 1, 1990 to the present.

78. All Documents and Communications related the State's decision to install equipment, sensors and/or monitoring systems relating to traffic volume on the Eastbound Washinton Bridge during the time period of January 1, 1990 to the present.

79. All agreements entered into between You and any other party or third party relating to inspections, evaluations or construction of the Eastbound Washington Bridge during the time period of January 1, 1990 to the present.

80. All Documents and Communications relating to traffic data, including but not limited to traffic counts, flow analyses, and congestion reports for the Eastbound Washington Bridge during the time period of January 1, 1990 to the present.

81. All Documents and Communications relating to any alternative measures considered or implemented to mitigate the alleged increase in traffic volume on the Eastbound Washington Bridge following the emergency closure of the Washington Bridge on December 8, 2023.

82. All Documents and Communications evidencing the State's allegation in Paragraph 109 of the Amended Complaint that AECOM breached the 2014 AECOM Contract.

83. All Documents and Communications evidencing the State's allegation in Paragraph 110 of the Amended Complaint that "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...."

84. All Documents identifying, supporting and quantifying the “physical damages and economic damages” the State alleges it has suffered and will continue to suffer as alleged in Paragraph 110 of the Amended Complaint.

85. All Documents and Communications relating to the State’s efforts to mitigate the State’s alleged damages resulting from AECOM’s alleged breaches of the 2014 AECOM Contract.

86. All Documents and Communications evidencing the State’s allegation in Paragraph 114 of the Amended Complaint that “AECOM, Steere, Prime, and Aries Support Services breached their duty of care.”

87. All Documents and Communications evidencing the State’s allegation in Paragraph 115 that “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.”

88. All Documents and Communications evidencing the State’s allegation in Paragraph 117 of the Amended Complaint that “as a direct and proximate result of the negligence of AECOM, Steere, Prime, and Aries Support Services, the State has suffered and will continue to suffer both physical damages to its property and economic damages...”

89. All Documents identifying, supporting and/or quantifying the “physical damages and economic damages” the State alleges it has suffered and will continue to suffer in Paragraph 117 of the Amended Complaint.

90. All Documents and Communications relating to inspections, analyses, inspection reviews and reports performed by or on behalf of RIDOT or the State of Rhode Island relating to the Washington Bridge and Eastbound Washington Bridge.

91. All Documents and Communications evidencing the State’s allegation in Paragraph 127 of the Amended Complaint that AECOM breached the 2019 AECOM Contract.



92. All Documents and Communications evidencing the State's allegation in Paragraph 128 of the Amended Complaint that "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..."

93. All Documents identifying, supporting and quantifying the "physical damages and economic damages" the State alleges it has suffered and will continue to suffer as alleged in Paragraph 128 of the Amended Complaint.

94. All Documents and Communications relating to the State's efforts to mitigate the State's alleged damages resulting from AECOM's alleged breaches of the 2019 AECOM Contract.

95. All Documents and Communications evidencing the State's allegation in Paragraph 132 of the Amended Complaint that in connection with the "2014 Contract", AECOM "owed the State Fiduciary duties."

96. All Documents and Communications that evidence the State's allegation in Paragraph 133 that by "agreeing to serve as RIDOT's Owner's Representative in connection with the 2019 Design-Build Proposal" AECOM "owed the State fiduciary duties."

97. To the extent not already produced, all Documents and Communications that relate to any fiduciary duty the State alleges that AECOM owed to the State.

98. All Documents and Communications evidencing the State's allegation in Paragraph 120 of the Amended Complaint that AECOM "breached its fiduciary duties to the State."

99. All Documents and Communications evidencing the State's allegation in Paragraph 135 of the Amended Complaint that "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..."

100. All Documents identifying, supporting and quantifying the “physical damages and economic damages” the State alleges it has suffered and will continue to suffer as alleged in Paragraph 135 of the Amended Complaint.

101. The 2014 inspection contract referenced in Paragraph 155 of the Amended Complaint.

102. The 2019 inspection contract referenced in Paragraph 155 of the Amended Complaint.

103. All Documents and Communications evidencing the State’s allegation in Paragraph 157 of the Amended Complaint that AECOM “breached its inspection contracts...”

104. All Documents and Communications evidencing the State’s allegation in Paragraph 158 of the Amended Complaint that “as a direct and proximate result of AECOM’s breaches of inspection contracts, the State has suffered and will continue to suffer both physical damages to its property and economic damages....”

105. All Documents identifying, supporting and quantifying the “physical damages and economic damages” the State alleges it has suffered and will continue to suffer as alleged in Paragraph 158 of the Amended Complaint.

106. All Documents and Communications relating to the State’s efforts to mitigate the State’s alleged damages resulting from AECOM’s alleged breaches of the 2019 AECOM Contract.

107. All Documents and Communications relating to the State’s allegation in Paragraph 191 of the Amended Complaint that “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.”

108. All Documents identifying, supporting and quantifying the “physical damages and economic damages” the State alleges it has suffered and will continue to suffer as alleged in Paragraph 194 of the Amended Complaint.

109. All Documents and Communications related to and/or reflecting claimed or alleged misrepresentations of material fact that the State alleges AECOM made to RIDOT concerning the Washington Bridge.

110. All Documents and Communications related to and/or reflecting AECOM’s claimed or alleged misrepresentations of familiarity with the needs of the Washington Bridge, including but not limited to proposals, marketing materials, and internal assessments.

111. All Documents and Communications related to or reflecting AECOM’s claimed or alleged misrepresentations of competence and experience necessary to rehabilitate and improve the Washington Bridge’s structural performance, including resumes, qualifications, project histories, and performance evaluations.

112. All Documents and Communications related to or reflecting AECOM’s claimed or alleged representations of using industry standard concrete repair techniques to restore the Washington Bridge to its original or near original condition, including technical reports, repair methodologies, and industry standards referenced.

113. All Documents and Communications between the State and/or RIDOT and AECOM concerning the selection of AECOM for inspections, design services, and the 2019 Design-Build and construction phase services for the Washington Bridge, including emails, letters, meeting minutes, and notes.

114. All Documents and Communications related to the decision-making process by RIDOT in selecting AECOM to perform services on the Washington Bridge, including evaluation criteria, scoring sheets, and decision memorandums.

115. All Documents and Communications evidencing the State's allegation in paragraph 210 of the Amended Complaint that AECOM "knew the representations were false or reasonably should have known the representations were false."

116. All Documents and Communications evidencing the State's allegation in paragraph 212 of the Amended Complaint that RIDOT relied on alleged misrepresentations by AECOM to choose AECOM to perform services on the Washington Bridge, including internal memorandums, emails, and meeting minutes.

117. All documents and communications related to any known or suspected inaccuracies in AECOM's representations about their familiarity, competence, and repair techniques for the Washington Bridge, including internal reviews, third-party assessments, and corrective actions taken.

118. All Documents and Communications with the Kistler Group (and/or its affiliated entities) relating to monitoring the Washington Bridge and Eastbound Washington Bridge.

119. To the extent not produced in response to these Requests, all Documents and Communications You may use to support the State's claims, causes of action, allegations and defenses in this Litigation,

120. To the extent not produced in response to these Requests, all Documents supporting, identifying and quantifying with specificity and full support/back-up, the damages the State seeks in connection with this Litigation.

AECOM TECHNICAL SERVICES, INC.

By Its Attorneys,

LAMONTAGNE, SPAULDING & HAYES, LLP

/s/ Amanda Prosek

Amanda Prosek (#7677)

100 Midway Road, Suite 15

Garden City Center

Cranston, RI 02920

*Tel:* (401) 270-7094

*Mobile:* (401) 573-0053

*aprosek@lshattorneys.com*

COZEN O'CONNOR

/s/ Courtney Richards

Courtney Richards (#10593)

Wendy Venoit (*admitted pro hac vice*)

Michael Filbin (*admitted pro hac vice*)

200 State Street, Suite 1105

Boston, MA 02109

*Tel:* (617) 849-5100

*Fax:* (857-488-4870

*crichards@cozen.com*

*wvenoit@cozen.com*

*mfilbin@cozen.com*

Lawrence M. Prosen (*admitted pro hac vice*)

2001 M Street, NW, Suite 500

Washington, DC 20036

*Tel:* (202) 304-1449

*Fax:* (202) 400-2715

*lprosen@cozen.com*

**CERTIFICATE OF SERVICE**

I hereby certify that on June 12, 2025, I electronically filed and served this document through the electronic filing system on all counsel of record.

The document is available for viewing and/or downloading from the Rhode Island Judiciary's electronic filing system.

/s/ Amanda R. Prosek  
Amanda R. Prosek