

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  
INTERROGATORIES TO PLAINTIFF STATE OF RHODE ISLAND**

Pursuant to Rule 33 of the Rhode Island Superior Court Rules of Civil Procedure Defendant AECOM Technical Services, Inc. ("AECOM"), by its undersigned counsel, hereby serves its First Set of Interrogatories to Plaintiff, State of Rhode Island ("Plaintiff" or the "State"), and requests that the State answer under oath each of the following Interrogatories within forty (40) days of service of these Interrogatories.

**INSTRUCTIONS**

1. The State shall answer each question separately and fully in writing and under oath.
2. Answers to these interrogatories must include information known to the State. If the person or persons answering these interrogatories does not have enough information to answer any of the interrogatories, it is his or her duty to make a reasonable effort to obtain such information.
3. These interrogatories require supplemental or amended answers to the extent required by Rule 33 of the Rhode Island Rules of Civil Procedure.
4. When an objection is made to any interrogatory or subpart thereof, it shall state with specificity all grounds upon which the objecting party relies. If an interrogatory is objected

to on the ground of attorney-client privilege or on the ground of attorney-work product or that the information requested was obtained to prepare in anticipation of litigation or for trial, sufficient information must be provided (i) to permit the subject matter, but not content, of the allegedly privileged information to be identified with sufficient specificity to allow a party to determine whether a motion to compel is warranted; and (ii) to explain the basis for the claim of privilege in order that a court can properly determine its propriety.

### **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” refers to the Amended Complaint filed by The State of Rhode Island on April 15, 2025, in the above-captioned lawsuit 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 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. The term “Interrogatories” refers to the below Interrogatories.

9. “Litigation” means the above-captioned lawsuit 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. “RIDOT” means Rhode Island Department of Transportation and includes any departments, segments, divisions, 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.

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

12. 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.

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

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

## **INTERROGATORIES**

1. With respect to the State's allegations in paragraph 109(a) and paragraph 127(a) of the Amended Complaint that "*AECOM breached the 2014 [and 2019] AECOM Contract[s] by...failing to conduct a detailed research and review of previous inspection reports, drawings, and plans,*" state and identify with specificity:

- a. each contract provision that the State contends AECOM breached;
- b. how AECOM allegedly failed to comply with, or breach, each such contract provision;
- c. the specific inspection reports, drawings, and plans that the State contends AECOM failed to review;
- d. all facts, acts, or omissions constituting the alleged breach;
- e. how these alleged acts or omissions caused or contributed to the State's alleged damages; and
- f. all Documents and Communications that support, relate to, or refute such allegation.

2. With respect to the State's allegation in paragraphs 109(b) and 127(b) of the Amended Complaint that "*AECOM breached the 2014 [and 2019] AECOM Contract[s] by...failing to conduct an inspection of the Washington Bridge in conformance with the contract,*" state and identify with specificity:

- a. each contract provision that the State contends AECOM breached;
- b. the manner in which AECOM's inspection allegedly deviated from, or breached, those contract requirements;
- c. the dates and scopes of the inspections that the State contends were non-conforming;

- d. all facts, acts, or omissions constituting the alleged breach(es);
- e. how these alleged acts or omissions caused or contributed to the State's alleged damages; and
- f. all Documents and Communications that support, relate to, or refute such allegation.

3. With respect to the State's allegation in paragraphs 109(c) and 127(c) of the Amended Complaint that "*AECOM breached the 2014 [and 2019] AECOM Contract[s] by...failing to perform evaluations and report to the State as required by the contract,*" state and identify with specificity:

- a. each contract provision that the State contends AECOM breached;
- b. how AECOM allegedly failed to comply with, or breached, each such contract provision;
- c. the specific evaluations that the State contends were required under the 2014 and 2019 AECOM Contracts, but that AECOM allegedly failed to perform;
- d. the report(s) that the State contends were required by the contract but not provided or were otherwise allegedly deficient;
- e. the factual basis for asserting that AECOM failed to perform such evaluations or submit such reports and what, if any, alleged deficiencies there were in each such report;
- f. how these alleged acts or omissions caused or contributed to the State's alleged damages; and
- g. all Documents and Communications that support, relate to, or refute such allegations.

4. With respect to the State's allegation in paragraphs 109(d) and 127(d) of the Amended Complaint that "*AECOM breached the 2014 [and 2019] AECOM Contract[s] by...failing to recommend needed repairs in accordance with the requirements of the contract,*" state and identify with specificity:

- a. each provision of the 2014 and 2019 AECOM Contracts that contains the referenced requirements to recommend repairs;
- b. how AECOM allegedly failed to comply with, or breached, each such contract provision(s);
- c. the specific repairs that that the State contends should have been recommended, but were not;
- d. the factual basis for asserting that AECOM knew or should have known such repairs were necessary;
- e. whether the State contends that implementation of any such repair would have prevented the emergency closure of the Washington Bridge in December 2023, and if so, identify which repair(s) and explain how such repairs would have prevented the emergency closure;
- f. whether any other inspection or engineering firms recommend the same repairs the State contends AECOM failed to recommend, and if so, identify the firm, the date of the recommendation, and the State's response thereto;
- g. all facts, acts, or omissions constituting the alleged breaches;
- h. how each alleged acts or omissions caused or contributed to the State's alleged damages; and

- i. all Documents and Communications that support, relate to, or refute such allegations.
5. With respect to the State's allegation in paragraphs 107(e) and 127(e) of the Amended Complaint that "*AECOM breached the 2014 [and 2019] AECOM Contract[s] by...failing to otherwise comply with its contractual obligations,*" state and identify with specificity:
  - a. each contract provision that the State contends AECOM breached;
  - b. how AECOM allegedly failed to comply with, or breached, each such contract provision;
  - c. all facts, acts, or omissions constituting the alleged breaches; and
  - d. how these alleged acts or omissions caused or contributed to the State's alleged damages; and
  - e. all Documents and Communications that support, relate to, or refute such allegations.
6. With respect to the State's allegation in paragraph 114(a) of the Amended Complaint that "*AECOM...breached [its] duty of care by...negligently failing to conduct a reasonably adequate detailed research and review of previous inspection reports, drawings, and plans,*" state and identify with specificity:
  - a. the specific reports, drawings, and plans that the State contends AECOM failed to review;
  - b. the duty of care that was allegedly breached and the source of such duty;
  - c. the basis for the State's assertions or allegations that such review was required under applicable standards or contract terms;

- d. each act or omission by AECOM that the State contends constitutes negligence;
- e. how these alleged acts or omissions caused or contributed to the State's alleged damages;
- f. whether such alleged acts or omissions by AECOM are also alleged to constitute a breach of any contract between AECOM and the State; and
- g. all Documents and Communications that support, relate to, or refute such allegation.

7. With respect to the State's allegation in paragraph 114(b) of the Amended Complaint that "*AECOM...breached [its] duty of care by...negligently failing to recognize the importance and significance of the tie-down rods as critical to the stability of the Washington Bridge,*" state and identify with specificity:

- a. the factual basis for asserting that AECOM failed to recognize the importance or significance of the tie-down rods;
- b. the duty of care that was allegedly breached and the source of such duty;
- c. when and how you contend AECOM should have recognized the importance or significance of the tie-down rods;
- d. the specific inspections, reports, or communications in which you contend this alleged failure should have been addressed;
- e. whether any other inspection firm or RIDOT personnel identified the tie-down rods as critical to the Washington Bridge's stability prior to December 2023, and if so, identify the firm or individuals, the date, and the substance of the identification;
- f. how these alleged acts or omissions caused or contributed to the State's alleged damages;



- g. whether the State contends that AECOM's alleged failure also constitutes a breach of any contract between AECOM and the State; and
- h. all Documents and Communications that support, relate to, or refute such allegation.

8. With respect to the State's allegation in paragraph 114(c) of the Amended Complaint that "*AECOM...breached [its] duty of care by...negligently failing to perform an investigation into or evaluation of the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams,*" state and identify with specificity:

- a. the date(s), location(s), and scope of each inspection during which the State contends such cracking was present and should have been investigated or evaluated by AECOM;
- b. the duty of care that was allegedly breached and the source of such duty;
- c. the factual basis for asserting that AECOM failed to investigate or evaluate the cracking during those inspections;
- d. each act or omission by AECOM that the State contends was a breach of the applicable standard of care;
- e. whether the State contends that any other inspection firm or RIDOT personnel identified or evaluated the same cracking, and if so, identify the firm or individual, and the date and the substance of the evaluation;
- f. how the alleged failure caused or contributed to the State's alleged damages;
- g. whether the State contends that AECOM's alleged failure also constitutes a breach of any contract between AECOM and the State; and

- h. all Documents and Communications that support, relate to, or refute such allegation.
9. With respect to the State's allegation in paragraph 114(d) of the Amended Complaint that "*AECOM...breached [its] duty of care by...negligently failing to recommend repairs to address the cracking discovered along the post-tensioned cables,*" state and identify with specificity:
- a. When and by whom you contend the alleged cracking was first discovered;
  - b. the specific repairs that you contend AECOM should have recommended;
  - c. whether the State would have carried out such repairs had they been recommended by AECOM;
  - d. whether the State contends that implementation of any such repair would have prevented the emergency closure of the Washington Bridge in December 2023, and if so, identify which repair(s) the State would have carried out and when they would have been carried out;
  - e. how AECOM's alleged failure caused or contributed to the State's alleged damages;
  - f. whether the State contends that AECOM's alleged failure also constitutes a breach of any contract between AECOM and the State; and
  - g. all Documents and Communications that support, relate to, or refute such allegation.
10. With respect to the State's allegation in paragraph 115 of the Amended Complaint that "*AECOM was negligent in its inspections...on April 2014, July 28, 2015, October 27, 2017, July 24, 2019, July 22, 2020, and July 21, 2023,*" state and identify with specificity:

- a. the factual basis for asserting that each such inspection failed to conform to the applicable standard of care, including the specific standard of care that the State contends applied to each such inspection;
  - b. whether the State or RIDOT notified AECOM of any alleged deficiencies in any of the listed inspections, and if so, identify the date, method, and substance of each such notification;
  - c. each act or omission by AECOM that the State contends constitutes negligence in connection with each such inspection;
  - d. how these alleged acts or omissions caused or contributed to the State's alleged damages;
  - e. whether the State contends that AECOM's alleged failure also constitutes a breach of any contract between AECOM and the State; and
  - f. all Documents and Communications that support, relate to, or refute such allegations.
11. With respect to the State's allegation in paragraph 132 of the Amended Complaint that "[i]n agreeing to serve as the Consultant in connection with the 2014 Contract, AECOM assumed and, therefore, owed the State fiduciary duties," state and identify with specificity:
- a. How the state defines "fiduciary duty;
  - b. the specific fiduciary duties the State contends AECOM assumed under the 2014 Contract;
  - c. the contractual or legal basis for asserting that such fiduciary duties were created or owed to the State; and

- d. the factual and legal basis for asserting that AECOM agreed to serve in a fiduciary capacity.

12. With respect to the State's allegation in paragraph 133 of the Amended Complaint that "[i]n 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," state and identify with specificity:

- a. the specific fiduciary duties the State contends AECOM assumed in serving as RIDOT's Owner's Representative; and
- b. the contractual or legal basis for asserting that such fiduciary duties were created; and

13. With respect to the State's allegation in paragraph 134 of the Amended Complaint that "AECOM breached its fiduciary duties to the State," state and identify with specificity:

- a. each specific fiduciary duty the State contends AECOM breached;
- b. all facts, acts or omissions supporting the allegation;
- c. the manner in which each alleged breach caused or contributed to the damages claimed by the State; and
- d. all Documents and Communications that support, relate to, or refute the allegation.

14. State with specificity whether the State relied on AECOM for discretionary decision-making regarding bridge design, inspection, or rehabilitation; and if so, describe the nature and scope of such reliance and what decisions AECOM made or was expected to make in such context.

15. With respect to the State's allegation in paragraph 157(a) of the Amended Complaint that "AECOM breached its inspections contracts by, *inter alia*, failing to conduct a

*detailed research and review of the bridge structure file for the Washington Bridge,”* state and identify with specificity:

- a. each contract provision that the State contends AECOM breached;
- b. how AECOM allegedly failed to comply with, or breached, each such contract provision;
- c. the specific documents, reports, or materials the State contends AECOM failed to research and review;
- d. all facts, acts or omissions constituting the alleged breach(es);
- e. the manner in which AECOM’s alleged failure impacted its inspections and caused or contributed to the State’s alleged damages; and
- f. all Documents and Communications that support, relate to, or refute each such allegation.

16. With respect to the State’s allegation in paragraph 157(b) of the Amended Complaint that “*AECOM breached its inspections contracts by, inter alia, failing to...conduct inspections of the Washington Bridge in conformance with the inspection contracts,*” state and identify with specificity:

- a. the inspection standards or protocols the State contends were required by the inspection contracts;
- b. the factual basis for asserting that the inspections were non-conforming with such contracts;
- c. each contract provision with which the State contends AECOM failed to comply;
- d. how AECOM allegedly failed to comply with each such contract provision;
- e. all facts, acts or omissions constituting the alleged breach;

all notices from the State identifying and stating that a given report was somehow deficient;

- f. how these alleged breaches caused or contributed to the State's alleged damages; and
- g. all Documents and Communications that support, relate to, or refute each such allegation.

17. With respect to the State's allegation in paragraph 157(e) of the Amended Complaint that "*AECOM breached its inspections contracts by, inter alia, failing to...otherwise comply with its contractual obligations,*" state and identify with specificity:

- a. each contract provision that the State contends AECOM breached;
- b. how AECOM allegedly failed to comply with each such contract provision;
- c. all facts, acts, or omissions constituting the alleged breach;
- d. how the alleged breach contributed to the State's alleged damages; and
- e. all Documents and Communications that support, relate to, or refute each such allegation.

18. With respect to the State's allegation in paragraph 209 of the Amended Complaint that "*AECOM made misrepresentations of material fact to RIDOT,*" state and identify with specificity:

- a. each specific statement the State contends was a misrepresentation of material fact;
- b. the date, context, and manner in which each statement was made;
- c. the individual(s) who made each statement on behalf of AECOM;
- d. the individual(s) to whom each statement was made; and
- e. all Documents and Communications that support, relate to, or refute these allegations.

19. With respect to the State's allegation in paragraph 210 of the Amended Complaint that "*AECOM knew or reasonably should have known the representations were false,*" state and identify with specificity for each statement or representation made by AECOM:

- a. the factual basis for asserting that AECOM had actual or constructive knowledge of the falsity of each representation or statement; and
- b. all Documents and Communications that support, relate to, or refute these allegations.

20. With respect to the State's allegation in paragraph 212 of the Amended Complaint that "*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[,]*" state and identify with specificity:

- a. the specific actions RIDOT took in reliance on each alleged misrepresentation;
- b. the factual basis for asserting that such reliance was reasonable and justified;
- c. the criteria or standards RIDOT used in the selection process;
- d. all internal RIDOT or State evaluations of AECOM's qualifications, experience, or representations prior to choosing AECOM to perform services on the Washington Bridge;
- e. how those evaluations influenced the State and/or RIDOT's decision to engage AECOM;
- f. who for the State and/or RIDOT was involved in those evaluations and determinations; and

- g. all Documents and Communications that support, relate to, or refute these allegations.

21. For each category of damages the State claims against AECOM in this Litigation, provide an itemized list of damages stating and identifying with specificity:

- a. the amount of each claimed item of damage and the method by which it was calculated;
- b. a description of the actual physical damage and/or economic damage allegedly suffered;
- c. the specific act(s) or omission(s) by AECOM that the State contends caused each item of damage;
- d. the date(s) on which the State incurred or discovered each category of damage;
- e. the legal or contractual basis for asserting each item of damage;
- f. the documentary support for each item of damage, including contracts, purchase orders, invoices, and proof of payment;
- g. whether the item is claimed as a direct or consequential damage;
- h. any measures undertaken by the State to mitigate such damages;
- i. any allocation of the State's damages performed as among the defendants or other parties; and
- j. whether the State has claimed or recovered all or any portion of such damage from another source.

22. Identify all alternative causes, contributing factors, or persons/entities (other than AECOM) that the State considered or investigated in connection with the structural deterioration or failure of the Washington Bridge. For each, state and identify:



- a. Who performed that consideration or investigation;
- b. the conclusions reached; and
- c. all supporting facts, Documents and Communications.

23. From 2010 to December 2023, did AECOM or any other inspection company request authorization from RIDOT to perform, or recommend that RIDOT perform, nondestructive or subsurface testing of the Washington Bridge? If so:

- a. Identify the firm that made the request or recommendation;
- b. Describe the basis and substance of the request or recommendation;
- c. State whether RIDOT approved or implemented the request or recommendation, and if not, explain why.

24. Identify all individuals employed by the State or RIDOT who were responsible for overseeing, supervising, reviewing, analyzing, evaluating, performing engineering reviews or analyses; designing or otherwise managing the services AECOM or any other entity or individual provided in connection with the Washington Bridge from 2010 through 2023. For these individuals, state:

- a. their job title(s) and dates of service;
- b. a description of their responsibilities with respect to AECOM's work;
- c. their educational background, including degrees earned and institutions attended;
- d. their professional licenses, certifications, or registrations;
- e. their prior experience in bridge design, inspection, construction, or rehabilitation projects;
- f. whether they exercised independent judgment in evaluating AECOM's work; and
- g. the internal procedures or standards used to evaluate AECOM's deliverables.

25. Identify all physical components of the Washington Bridge (*e.g.*, tie-down rods, tendons, beams, columns, foundations, cables, etc.) that were removed, altered, or destroyed after the December 2023 closure, and explain whether they were preserved for inspection or litigation and if so, where they are preserved or stored.

26. Identify all decisions, budgetary actions, or funding limitations considered or implemented by the State or RIDOT between 2010 and December 2023 that affected the scope, frequency, or method of inspections, maintenance, rehabilitation, or replacement of the Washington Bridge, regardless of whether such inspections, maintenance, rehabilitation or replacement was ultimately carried out. For each, describe:

- a. the nature and scope of the decision, action or limitation;
- b. the specific Washington Bridge work impacted, including any changes to inspection methods;
- c. the date and amount of funding affected;
- d. whether the funding was approved, denied, or modified, and by whom;
- e. the rationale for the decision; and
- f. all Documents or Communications relating to such decisions.

27. Identify each instance between 2010 and December 2023 in which the State or RIDOT chose not to perform inspections, maintenance, rehabilitation, replacement, or testing (including but not limited to non-destructive testing) on the Washington Bridge due to any reason. For each instance, state:

- a. the specific work or testing that was deferred, reduced, or not performed;
- b. the date of the decision and the individuals or entities involved in making it;
- c. the amount of funding that was considered, requested or denied;

- d. whether the funding was approved, denied, or modified, and by whom;
- e. the rationale for the decision, including any cost-benefit or risk analysis performed;  
and
- f. all Documents and Communications relating to such decision.

28. Identify all instances between 2010 and December 2023 in which any individual, consultant, contactor or firm recommended the use of non-destructive testing (NDT) on the Washington Bridge. For each instance, state:

- a. the identity of the person or entity making the recommendation;
- b. the date and nature of the recommended NDT method(s);
- c. the rationale for recommending NDT;
- d. whether the State or RIDOT approved, denied, or deferred the recommendation and reason for doing so; and
- e. all Documents and Communications relating to such recommendation and the State or RIDOT's response.

29. Provide a complete and detailed timeline of all maintenance, cleaning, servicing, inspection, rehabilitation, or other work performed by or on behalf of the State or RIDOT on the Washington Bridge from January 1, 2005 to the present. For each activity, state:

- a. the date(s) the work was performed;
- b. the nature and scope of the work;
- c. the entity or personnel who performed the work;
- d. the reason or triggering event for the work (e.g., scheduled maintenance, inspection finding, emergency response);
- e. identify related contracts or agreements; and

f. all Documents and Communications relating to such work.

AECOM TECHNICAL SERVICES, INC.

By Its Attorneys,

LAMONTAGNE, SPAULDING & HAYES, LLP

/s/ Amanda Prosek

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Dated: September 4, 2025

**CERTIFICATE OF SERVICE**

I hereby certify that on September 5, 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