

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 MEMORANDUM OF LAW
IN SUPPORT OF ITS MOTION TO COMPEL ANSWERS TO INTERROGATORIES
AND REQUEST TO EXPAND THE INTERROGATORY CAP UNDER RULE 33(b)**

INTRODUCTION

Defendant AECOM Technical Services, Inc. (“AECOM”) respectfully submits this memorandum of law in support of its Motion to Compel Plaintiff, the State of Rhode Island (“State”), to withdraw its objections under Rule 33(b) and provide full and complete, substantive responses to AECOM’s First Set of Interrogatories. AECOM also requests that the Court exercise its authority under Rhode Island Superior Court Rule 33(b) to expand the numerical limit on interrogatories to a number that the Court deems proper, but to an amount not less than seventy-five (75) interrogatories.

This litigation is extraordinary in both complexity and scope. The State’s 22-count Amended Complaint seeks an unspecified amount of damages, that are projected to be in the hundreds of millions of dollars, based on allegations spanning more than five decades of construction, engineering, inspection, maintenance (or lack thereof) and rehabilitation work on the Washington Bridge. These claims implicate multiple contracts, evolving technical standards, and decisions made across numerous Rhode Island Department of Transportation (“RIDOT”)

administrations and involves thirteen (13) defendants. Despite initiating this lawsuit and placing its own decision-making squarely at issue, the State has refused to provide the factual details necessary for AECOM to understand and defend against these allegations. And, instead of answering the interrogatories propounded by AECOM, the State instead obfuscates and refuses to answer, relying upon the defense of the purported deliberative process privilege and by claiming that AECOM's interrogatories are multi-part, resulting in the State's only answering the first 8 interrogatories, and even then, often not answering, relying on the aforementioned objections and claimed privilege.

AECOM's interrogatories are narrowly tailored to the State's pleadings. They do not seek broad categories of information or speculative theories; rather, they track the specific breaches, technical failures, and contractual duties alleged in the State's Amended Complaint. If the State had a reasonable basis for making these allegations when it filed suit (and thereafter amended its Complaint), it should be able to answer now as to the factual basis for such allegations.

The State's refusal—coupled with evasive answers, boilerplate objections, and blanket privilege assertions—has left AECOM without the core facts needed to prepare its defense. More critically, even now, more than a year into this litigation, AECOM still has no idea as to the type, quantity, and dollar amount of damages the State seeks in this case. AECOM should not have to wait to take depositions to gain this critical information. Moreover, it is unlikely that depositions will cure this deficiency. The State is an institution, not a person; no single witness can speak for decades of decisions made by multiple individuals over multiple administrations. Indeed, recent testimony before the Rhode Island Legislature's oversight committees on November 13, 2025¹

¹ The publicly televised November 13, 2025 Rhode Island Legislature's Oversight Committee Hearing is available to watch at: <https://capitolvri.cablecast.tv/show/11597?site=1>. An official transcript can be obtained at the Court's request, and an unofficial transcript is currently available.

from RIDOT's own Director confirms that even senior leadership lacks basic knowledge of the facts and circumstances at issue in this lawsuit. Only interrogatories will compel the State to consult its records and provide complete, verified answers. Denying AECOM this critical information prejudices its ability to both defend itself and also prepare for the very depositions that it will eventually have to take. In contrast, there is no prejudice to the State as it knows or should know the basis for the allegations asserted in the Amended Complaint, and in fact, is the only party in possession of that information.

In addition to mandating that the State withdraw its feigned objections and privilege claims, the number of interrogatories should be expanded. Rhode Island Superior Court Rule 33(b) grants this Court broad discretion to permit additional interrogatories for good cause. That discretion is more than justified here. Thirty interrogatories cannot possibly address 30-plus years of conduct and decision-making, twenty-two (22) separate counts, and the hundreds of factual allegations asserted by the State in its Amended Complaint. Without expanded interrogatories, this litigation cannot proceed in an orderly fashion, and AECOM will be forced to defend against vague, unsubstantiated claims—an outcome Rhode Island law and fundamental fairness do not permit.

For these reasons, and as detailed below, AECOM respectfully requests that (i) the Court compel the State to provide full and complete, substantive responses to AECOM's interrogatories and (ii) expand the numerical limit on interrogatories under Rule 33(b) to a number that the Court deems proper, but to an amount not less than seventy-five (75) interrogatories. Doing so will not increase the burden of litigation. On the contrary, it will sharpen the issues, streamline and reduce the number of depositions, and ensure this case proceeds on a foundation of facts rather than speculation.

RELEVANT FACTUAL BACKGROUND

A. This Litigation Involves Decades of Engineering Work and Hundreds of Millions of Dollars in Alleged Damages

This litigation arises from the emergency closure of the I-195 Westbound portion of the Washington Bridge in December 2023, when a bridge rehabilitation contractor then performing work on the bridge, discovered deteriorated tie-rods in a structural support member for the Westbound section. Subsequent investigation procured by RIDOT revealed deterioration in the bridge's encased post-tensioning system, resulting in RIDOT's determination that the structure was unsalvageable and deciding that the bridge should be completely demolished and replaced, as opposing to rehabilitated as the State originally intended. The State alleges that numerous engineering and construction firms, including AECOM, bear responsibility for the cost of demolishing the existing bridge and building its replacement because both they and the State engineers who inspected or worked on that bridge over the prior 50+ years failed to identify the degree of deterioration in the bridge that ultimately lead to its closure, on the theory that the State could have and would have done something differently had it known of such deterioration earlier in time.

The State seeks some unspecified amount of damages (which it has implied could total in the hundreds of millions of dollars) for what RIDOT claims is physical damage to property (the Eastbound bridge) and economic losses associated with the Washington Bridge's closure and replacement. Despite the Court's admonitions to the State in its rulings regarding the application of the economic loss doctrine, no such damages have been yet identified or quantified (particularly given that RIDOT refused to respond to AECOM Interrogatory No. 21, which sought such a quantification). The State's allegations span decades of design, inspection, and rehabilitation work dating back to the original construction in 1968, and including (i) the 1996–1998 bridge

rehabilitation project, (ii) the State's inspections of the bridge from 1972-2001 (when it alone conducted all inspections of the superstructure and substructure), (iii) bridge inspections that the State elected to outsource to the defendant inspection firms beginning in 2003), (iv) the State's maintenance of the bridge over its 50+ year life span, and (iv) the multiple inspection, design and rehabilitation contracts the State entered throughout the life of the bridge until it was demolished completely in 2025.

B. The State Filed a Broad Amended Complaint and Declined to Provide Basic Documents or Clarification.

On August 16, 2024, the State filed its initial Complaint asserting 20 counts against 13 defendants, including AECOM. *See* Dkt. (State's Complaint). The Complaint referenced numerous contracts, inspection reports, and design documents but failed to attach them or provide sufficient factual detail. Instead, the pleading incorporated prior allegations into each count, creating what courts routinely describe as a "shotgun pleading" that obscured the specific acts or omissions alleged against each defendant.

Recognizing the vagueness of the Complaint and the absence of referenced documents, AECOM's counsel promptly requested copies of those documents from the State, so that AECOM could prepare an appropriate response. *See* email chain between Counsel for AECOM and the State dated August 26, 2024, attached as **Exhibit 1**. The State refused, stating it "would prefer to deal with documents through discovery in the ordinary course." *Id.*

On October 31, 2024, AECOM moved to dismiss the Complaint or, in the alternative, for a more definite statement under Rule 12(e). *See* AECOM's Memorandum of Law in Support of its Motion to Dismiss or in the Alternative for a More Definitive Statement dated October 31, 2024. AECOM argued, *inter alia*, that the Complaint was impermissibly vague and conclusory; failed to identify specific contractual provisions allegedly breached, and did not articulate how AECOM's

conduct caused the claimed, but unspecified, damages. *Id.* at 21-23. AECOM emphasized that without basic information, it would be forced to engage in lengthy and unnecessarily expensive discovery. *Id.* at 23.

On February 27, 2025, the Court denied AECOM's motion. *See* Decision (Stern, J.) dated February 27, 2025. While acknowledging the Complaint's lack of specificity, the Court held that under Rhode Island's liberal notice pleading standard, the State had alleged a conceivable basis for relief. *Id.* at 22–23. The Court granted the State thirty days to amend its Complaint to provide greater clarity, including identification of property damage and contractual duties. *Id.* at 14–15, 40. The Court also denied AECOM's motion for a more definite statement. *Id.* at 40.

On April 15, 2025, the State filed its Amended Complaint, expanding its allegations to 22 counts across 49 pages. *See* Amended Complaint. In its Amended Complaint, the State asserted claims against AECOM for alleged breaches of contract and fiduciary duty, negligence, negligent misrepresentation, contractual indemnity and declaratory judgment (Ten counts total against AECOM).

The Amended Complaint again referenced AECOM's design and inspection work spanning 2014 through 2023, alleged failures to identify critical structural issues, and claimed damages “well in excess” of the Court's jurisdictional minimum. Despite these additions, the Amended Complaint remains broad, incorporates all prior allegations into each count and fails to append any of the referenced documents, leaving AECOM to parse hundreds of factual assertions to attempt to understand the basis of the State's claims against it.

C. AECOM Served Narrowly Tailored Interrogatories Aligned with Specific Allegations.

On September 5, 2025, AECOM propounded twenty-nine (29) interrogatories pursuant to Rhode Island Superior Court Rule 33 *See* AECOM's First Set of Interrogatories Propounded on

the State on September 5, 2025, attached as **Exhibit 2**. Each interrogatory was carefully structured so that the main question and its sub-elements addressed a single, discrete fact or allegation made by the State in its Amended Complaint. For example, Interrogatory No. 1 requested that the State identify the specific contract provisions allegedly breached by AECOM, the factual basis for each alleged breach, and the documents supporting those allegations. *Id.* Similarly, Interrogatory Nos. 2 through 5 focused on distinct allegations in the Amended Complaint, such as AECOM's alleged failure to properly inspect, recommend repairs, and perform evaluations, with subparts designed to elicit comprehensive factual detail without duplication. *Id.*

D. The State Provided Evasive Responses to Interrogatory Nos. 1-7 and Refused to Answer Interrogatory Nos. 8-29.

On October 20, 2025, the State served its responses to AECOM's First Set of Interrogatories. *See* State's Responses to AECOM's First Set of Interrogatories dated October 20, 2025, attached as **Exhibit 3**. The State's responses, to the extent substantive at all, were inadequate and evasive. While the State provided lengthy objections citing claims of attorney-client privilege, work product, and expert disclosure protections, it repeatedly refused to answer the first seven (7) interrogatories on the merits. Then, beginning with Interrogatory No. 8 and continuing through Interrogatory No. 29, the State provided no responses at all; instead asserting that AECOM had "exceeded the limitation on the total number of interrogatories allowed under Rule 33(b)" and declining to provide substantive responses. Based on information obtained during the "meet and confer" held in advance of filing this motion, the State is maintaining that the "subparts" of each of interrogatory nos. 1-7 count towards the 30 total interrogatories permitted by Rule 33(b). This is patently inaccurate.

As a result, AECOM sent a discovery deficiency notice on November 12, 2025, explaining that the subparts do not constitute separate interrogatories and requesting supplementation. *See*

AECOM's First Notice of Deficiency in the State's First Set of Interrogatories served on November 12, 2025, attached as **Exhibit 4**. The State did not respond.

In a good faith effort to resolve this dispute and avoid seeking the Court's involvement, AECOM requested a meet-and-confer conference with the State, which took place on November 24, 2025. *See* AECOM's email to the State dated November 20, 2025, attached as **Exhibit 5**. Despite good-faith efforts during that conference, the parties were unable to reach an agreement. The State stood by its objections and declined to supplement its responses. After the impasse became clear, AECOM advised the State that it would seek court intervention by filing the present motion to compel.

LEGAL STANDARD

A. Rhode Island Authority on Discovery and Judicial Discretion.

Rhode Island courts routinely look to federal interpretations of analogous rules for guidance. *See Rhode Island Economic Development Corp. v. Wells Fargo Securities, LLC*, No. PB125616, 2014 WL 3407982, at FN 3 (R.I.Super. July 07, 2014) ("When Rhode Island caselaw provides 'little guidance' on discovery issues, Rhode Island courts can 'look to the federal courts for assistance.'") (internal citations omitted). In *Nocera v. Lembo*, the Rhode Island Supreme Court expressly recognized that in "construing the Superior Court rules it has been our practice to look for guidance in the precedents of the federal courts, upon whose rules those of the Superior Court are closely patterned." *Nocera v. Lembo*, 111 R.I. 17, 20 (1973).

B. Interrogatory Counting and Discovery Purpose.

Rhode Island Superior Court Civil Procedure Rule 33(b) limits parties to thirty interrogatories. R.I. Super. Ct. R. Civ. P. 33(b). However, courts consistently interpret this language to mean that subparts addressing the same factual nucleus count as a single interrogatory. This practical approach avoids hyper-technical counting that would frustrate legitimate discovery.

Federal courts construing materially identical language under Fed. R. Civ. P. 33 confirms this principle. In *Clark v. Burlington Northern R.R.*, the United States District Court for the District of Mississippi rejected a rigid, mechanical reading of the rule and adopted the “related questions” standard. *Clark v. Burlington N. R.R.*, 112 F.R.D. 117 (N.D. Miss. 1986). That court explained that “an interrogatory is to be counted as but a single question for purposes of [the local rule], even though it may call for an answer containing several separate bits of information, if there is a direct relationship between the various bits of information called for.” *Id.* at 118 (internal citations omitted). The court emphasized that the rule should not be construed to frustrate legitimate discovery efforts and that its purpose is to prevent abusive, irrelevant, boilerplate interrogatories. *Id.* at 119. Applying this standard, the court held that interrogatories with related subparts constitute one question because the subparts “serve to narrow the scope” and clarify the details sought, rather than expand the inquiry. *Id.* at p. 119–20.

Similarly, in *Ginn v. Gemini, Inc.*, the United States District Court for the District of Nevada adopted the same approach, holding that “interrogatory subparts are to be counted as part of but one interrogatory for the purposes of [the local rule] if they are logically or factually subsumed within and necessarily related to the primary question.” *Ginn v. Gemini, Inc.*, 137 F.R.D. 320, 322 (D. Nev. 1991). That court reasoned that a strict interpretation could “quickly exhaust the propounding party’s supply of interrogatories, and unnecessarily cramp the party’s fact-gathering ability[;]” warning that “[l]egitimate discovery efforts should not have to depend upon linguistic acrobatics, nor should they sap the court’s limited resources in order to resolve hypertechnical disputes.” *Id.* at 322. In contrasting its approach with *Valdez v. Ford Motor Company*, the court noted that such rigidity forces parties into “two equally unattractive options”: either causing (i) a party to propound questions that are vague or compound or (ii) hyper-technical

compliance that undermines discovery. *Id.* at 321-22. The court further underscored that the rule creates only a rebuttable presumption and allows additional interrogatories upon a modest showing of need, thereby reinforcing the flexibility in discovery. *Id.* at n. 2.

Likewise, in *Myers v. U.S. Paint Company, Division of Grow Group, Inc.*, the United States District Court for the District of Massachusetts adopted the same practical approach. *Myers v. U.S. Paint Co., Div. of Grow Grp.*, 116 F.R.D. 165 (D. Mass. 1987). There, the court held that “if the subparts are a logical extension of the basic interrogatory and seek to obtain specified additional information with respect to the basic interrogatory, a party does not violate [the local rule]...[even] if the interrogatories, though numbering less than thirty, actually exceed thirty if subparts are counted.” *Id.* at 165–66. The court emphasized three key points: (i) the local rule was deliberately drafted without requiring subparts to be counted separately, noting that if the judges intended otherwise, “they most likely would have said so explicitly”; (ii) the court retains inherent authority to strike interrogatories where subparts are unrelated or used “merely for the purpose of evading the limit”; and (iii) when subparts are logically related to the primary question and to each other, they are permissible and do not violate the rule. *Id.* at 165–66.

Kendall v. GES Exposition Services, Inc., provides further practical guidance: “interrogatory subparts are to be counted as part of but one interrogatory ... if they are logically or factually subsumed within and necessarily related to the primary question.” *Kendall v. GES Exposition Servs., Inc.*, 174 F.R.D. 684, 685 (D. Nev. 1997) (internal citations omitted). The *Kendall* court explained that the best test is whether the first question is primary and subsequent questions are secondary to the primary question, or whether the subsequent question can stand alone. *Id.* at 685. Genuine subparts should not be counted as separate interrogatories; only discrete

or independent questions must be counted separately, even if joined by a conjunctive word. *Id.* at 686.

This approach is expressly endorsed by the Advisory Committee's Note to the 1993 amendment to Fed. R. Civ. P. 33, which states:

Parties cannot evade this presumptive limitation through the device of joining as 'subparts' questions that seek information about discrete separate subjects. However, a question asking about communications of a particular type should be treated as a single interrogatory even though it requests that the time, place, persons present, and contents be stated separately for each such communication.

See Fed. R. Civ. P. 33 Advisory Committee's Note (1993). The Advisory Committee further explained that the aim of the rule is not to prevent needed discovery, but to provide judicial scrutiny before parties make potentially excessive use of this discovery device. *Id.*

In sum, the prevailing rule adopted by *Kendal*, *Ginn*, *Clark*, *Myers*, and the Advisory Committee is that subparts which are merely a logical extension of the basic interrogatory, seeking details necessary to answer the main question, do not count separately.² Only those subparts that introduce a new, independent inquiry or seek information about a discrete subject must be counted as additional interrogatories.

C. Motion to Propound Interrogatories in Excess of Thirty.

Rule 33(b) of the Rhode Island Superior Court Rules of Civil Procedure allows a party to serve up to thirty interrogatories on an opposing party as a matter of right. To exceed this limit, a party must show "good cause" and obtain court permission. *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990). The Rhode Island Supreme Court has clarified that this limit is

² Although these federal cases interpret local rules, their reasoning applies equally to Rhode Island Superior Court Rule 33(b): subparts logically or factually related to the primary question should not be counted separately, as the purpose is to prevent abusive discovery, not frustrate legitimate fact-gathering. *See Kendall*, 174 F.R.D. at 685; *Clark*, 112 F.R.D. at 118–20; *Ginn*, 137 F.R.D. at 322; *Myers*, 116 F.R.D. at 165–66.

not a rigid maximum: “Our setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum. Rather we intended to provide that one could not exceed thirty interrogatories without prior court approval.” *Id.* at 1220.

The Superior Court has reaffirmed this principle in complex cases, holding that “ ‘[i]n view of the liberal spirit of the rules, the court should be disposed to grant such discovery as will accomplish full disclosure of facts, eliminate surprise, and promote settlement.’ ” *Lepore v. A.O. Smith Corp.*, No. PC121469, 2014 WL 2441477, at *2 (R.I.Super. May 23, 2014) (internal citations omitted). Good cause for additional interrogatories exists where the case presents unusually complex factual matters, the information sought is relevant and otherwise unavailable, and the additional interrogatories are necessary to “accomplish full disclosure of facts.” *Id.* at *3–4.

Federal courts interpreting materially analogous language in Fed. R. Civ. P. 33 have reached the same conclusion. *See New England Terminal Co. v. Graver Tank & Mfg. Corp.*, 1 F.R.D. 411, 414 (D.R.I. 1940) (“It is not proposed to lay down any general rigid or inflexible rule with regard to what number of interrogatories is proper because cases must necessarily vary in their range of relevant facts.”). Exceptional cases may warrant additional interrogatories beyond the default limit. *Id.*

Taken together, these authorities confirm that this Court has broad discretion to permit additional interrogatories for good cause—and that the thirty-interrogatory limit is not absolute.

D. Motion to Compel.

This Court’s broad discretion in ruling on motions to compel is governed by the principle that Rhode Island’s discovery rules are liberal and intended to facilitate expansive discovery among parties during the pretrial phase. *See Colvin v. Lekas*, 731 A.2d 718, 720 (R.I. 1999); *Henderson v. Newport Cnty. Reg’l Young Men’s Christian Ass’n*, 966 A.2d 1242, 1246 (R.I. 2009).

When a party fails to cooperate with legitimate discovery requests, the Court may, upon motion by the requesting party, issue an order compelling a response pursuant to Super. R. Civ. P. 37(a).

ARGUMENT

I. THE COURT SHOULD COMPEL RESPONSES TO INTERROGATORIES NOS. 8-29 BECAUSE AECOM'S INTERROGATORIES COMPLY WITH RULE 33(b) AND DO NOT EXCEED THE NUMERICAL LIMIT.

A. AECOM's Subparts Are Directed at a Single Factual Inquiry and Therefore Do Not Count as Separate Interrogatories.

As established in the Legal Standard section, *supra*, courts consistently interpret Rule 33(b) to mean that subparts addressing the same factual nucleus count as a single interrogatory.

AECOM's interrogatories fully comply with the governing principles articulated in *Kendall, Clark, Ginn, and Myers*. Each interrogatory is anchored to a single ultimate factual proposition—the basis for a specific allegation in the State's Amended Complaint—and the subparts merely seek the factual components necessary to answer that allegation (*e.g.*, identifying contract provisions, factual bases, and supporting documents). These subparts are logically and factually related to the primary question and do not introduce new topics or unrelated inquiries. This structure is precisely what courts have held should be counted as one interrogatory, not multiple. For example:

Interrogatory No. 1 asks the State to identify the basis for its allegation 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." The subparts (a–f) request:

- a. each contract provision allegedly breached;
- b. how AECOM allegedly failed to comply;
- c. the specific inspection reports, drawings, and plans allegedly not reviewed;
- d. all facts, acts, or omissions constituting the breach;

- e. how these acts or omissions caused or contributed to damages; and
- f. all documents and communications supporting or refuting the allegation.

Each subpart is a necessary detail to fully answer the primary question: the factual and contractual basis for the alleged breach. None of the subparts introduces a new or independent topic; rather, they are all “logically or factually subsumed within and necessarily related to the primary question.” *Ginn*, 137 F.R.D. at 322.

Interrogatory No. 2 similarly asks for the basis of the State’s allegation that AECOM failed to conduct an inspection in conformance with the contract. The subparts (a–f) request the contract provisions, manner of deviation, dates and scopes of nonconforming inspections, facts constituting the breach, causation of damages, and supporting documents. Again, each subpart is a detail necessary to answer the main question, not a separate inquiry.

Interrogatories 3–7 follow the same pattern: each is tied to a specific allegation in the Amended Complaint, and the subparts request the factual particulars needed to provide a complete answer (e.g., contract provisions, manner of breach, facts, causation, supporting documents). None of the subparts asks about a different claim, theory, or time period; all are integral to the main question.

Simply put, AECOM’s interrogatories fall within the thirty-interrogatory limit, and the State’s blanket refusal to answer Interrogatories Nos. 8–29 on this ground is improper. This is particularly true where, as here, the interrogatories go to the fundamentals of the State’s underlying causes of action and factual allegations, and where it is exclusively within the control and knowledge of the State to provide the requested information.

B. AECOM's Interrogatories Are Narrowly Tailored to the State's Own Allegations.

AECOM's interrogatories are not broad, vague or burdensome. They track precisely the allegations the State freely chose to plead in its 22-count Amended Complaint. Each interrogatory targets:

- A specific breach alleged by the State;
- A specific engineering failure claimed;
- A specific contractual duty the State asserts AECOM violated; or
- A specific allegation or contention made in the Amended Complaint.

This is not a fishing expedition. The State seeks what might be upwards of hundreds of millions of dollars (at present AECOM has no idea what its damages are or how much) based on highly technical allegations spanning decades of design, inspection, and rehabilitation work. If the State had a reasonable basis to assert these allegations when it filed suit (and thereafter amended its complaint), it should now be able to supply the factual details supporting those allegations. Refusing to answer interrogatories obstructs AECOM's ability to understand the State's claims, prepare its defenses, and streamline discovery—the very purpose of Rule 33. *See e.g.*, R.I. R.C.P. Rule 33; *accord, Clark*, 112 F.R.D. at 118-20 (An interrogatory “is to be counted as but a single question...if there is a direct relationship between the various bits of information called for.”); *Ginn*, 137 F.R.D at 322. As *Myers v. U.S. Paint Co.* emphasized, subparts that are a “logical extension of the basic interrogatory” are permissible and do not violate the rule. *Myers*, 116 F.R.D. at 165–66.

Even a cursory review of AECOM's interrogatories reveals that they fit squarely within these principles: each is anchored to a single allegation, fact or breach, and the associated “subparts” merely request with specificity the factual components necessary to answer that

allegation (*e.g.*, contract provisions, factual basis, supporting documents). They do not introduce or seek information on separate allegations, new topics or unrelated inquiries. Accordingly, AECOM has not exceeded the thirty-interrogatory limit, and the State's blanket refusal to answer Interrogatories Nos. 8–29 on this ground is improper.

II. EVEN IF THE NUMERICAL LIMIT HAS BEEN REACHED, GOOD CAUSE EXISTS TO EXPAND THE LIMIT UNDER RULE 33(B).

Given this Court's broad discretion to permit additional interrogatories for good cause, particularly in complex or fact-intensive litigation, this case presents precisely the circumstances warranting such relief.

A. The State's Allegations Are Highly Complex and Broad in Scope.

Here, good cause exists to lift the thirty interrogatory cap because the State's claims are extraordinary in breadth and technical complexity:

- **Decades of Conduct:** The allegations span more than fifty years of engineering, inspection, and rehabilitation work on the Washington Bridge (1968–2023).
- **Multiple Parties and Contracts:** The litigation involves thirteen defendants, numerous contracts, and evolving engineering standards.
- **Volume of Allegations:** The Amended Complaint asserts hundreds of factual allegations and twenty-two separate counts, including ten counts directed solely at AECOM, but equally critical, other counts that overlap against the twelve other co-defendants that have important distinctions and differences.
- **Magnitude of Damages:** The State seeks some unspecified amount of damages, as discussed during the motion to dismiss argument on January 21, 2025; yet to this point, it has failed to identify the amount or to provide any specificity as to the elements and types of damages it claims; damages tied to alleged failures under highly technical standards.

AECOM cannot reasonably prepare its defense or take focused depositions without written discovery proportionate to the complexity of these claims. Limiting AECOM to thirty interrogatories would force the parties into a “trial by ambush,” contrary to the purpose of Rule 33. Given the unprecedented scope of this litigation, expanding the interrogatory limit is not only

justified—it is also essential to ensure fairness, avoid undue prejudice, and promote efficient case management.

B. The State Has Exclusive Control Over the Relevant Facts, Making Interrogatories Essential.

The State alone controls the universe of facts underlying its allegations. RIDOT exclusively possesses:

- Bridge structure files containing original design plans, rehabilitation drawings, and as-built records;
- Inspection histories spanning decades of biennial, special, and emergency inspections;
- Engineering analyses and evaluations performed internally or by consultants;
- Internal communications reflecting decision-making processes and technical judgments;
- Identities and actions of decision-makers across multiple administrations;
- RFP development and procurement files governing the scope of work and contractual obligations;
- Project management and oversight records documenting RIDOT's role in monitoring design and construction; and
- Knowledge as to the type, quantification and breadth of its claimed but unspecified damages.

No defendant has custody or control of these materials and knowledge. They exist solely within the State's institutional systems. Written interrogatories are therefore indispensable to compel the State to consult its own records and provide complete, verified answers. As discussed *infra*, depositions cannot substitute for this process. Only interrogatories require the State to review information from its archives, electronic databases, and internal communications to clarify the factual basis of its claims.

Given the State's exclusive control over these facts, additional interrogatories are not merely reasonable—they are also essential to ensure AECOM can prepare its defense and avoid trial by ambush.

C. Depositions Cannot Substitute for Written Responses.

Depositions are no substitute for written interrogatory responses in this case. The reasons are structural, practical, and confirmed by the State's own conduct:

1. RIDOT is an institution—No One Witness Can Cover Decades of Knowledge.

The State's claims span more than thirty years of engineering, inspection, and rehabilitation work, across multiple administrations, evolving standards, and significant employee turnover. No single RIDOT employee can provide comprehensive answers to interrogatories that seek institutional knowledge. Attempting to obtain this information through depositions would yield fragmented, incomplete testimony; likely increase the quantity of depositions significantly and force the extension of the schedule in this case; to say nothing of the likely increase in the duration of the scheduled trial.

2. The State's Senior Leadership Has Already Demonstrated an Inability to Answer Basic Questions.

RIDOT's Director, Peter Alviti, Jr. testified before the Joint Oversight Committee on November 13, 2025, and could not answer even foundational questions about the Washington Bridge's design, inspection history, or RIDOT's decision-making. *See supra* FN 1. For example, Director Alviti could not confirm whether RIDOT possessed the original bridge plans, could not identify the key personnel responsible for inspections, had no knowledge of internal analyses or communications regarding critical bridge components, and repeatedly stating that he was unaware of or unable to assess the adequacy of contractor work. If the agency's highest-ranking official

cannot provide basic information, it is unrealistic to expect any witness to meaningfully address decades of technical and contractual issues in a deposition.

3. Depositions Rely on Memory; Interrogatories Rely on Records.

Depositions primarily test human recollection. Interrogatories compel the institution to consult archived files, engineering analyses, procurement records, and internal communications. Where claims turn on technical, historical, or document-based facts, interrogatories are the only reliable tool for eliciting accurate information. Thus, the need for detailed, wholesome and accurate interrogatory answers is fundamental here.

4. The State Has Already Refused to Voluntarily Provide Factual Detail.

The State declined to attach the documents referenced in its Complaint, resisted early document requests, provided evasive answers to Interrogatories 1–7, and refused to answer Interrogatories 8–28 in their entirety.³ This pattern confirms that only Court-ordered interrogatory responses will provide the information necessary to prepare a defense.

D. Without Expanded Interrogatories, AECOM Faces a Significant Risk of Trial by Ambush.

Courts consistently reject discovery practices that leave defendants guessing at the factual basis of the claims against them. *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 351 (1978) (noting that discovery rules are intended to “help define and clarify the issues”); *Noonan v. Sambandam*, 296 A.3d 670, 674 (R.I. 2023) (emphasizing that “the philosophy underlying modern discovery is that prior to trial, all data relevant to the pending controversy should be disclosed unless privileged.”).

Here, the risk of “trial by ambush” is real:

³ AECOM notes that the State’s failure to respond to proper discovery requests is not isolated to the State’s Answers to AECOM’s Answers to Interrogatories. Indeed, other instances of the State’s discovery misconduct are the subject of separate discovery motions that will be filed by AECOM in short order, and other defendants.

- the State's Amended Complaint incorporates all allegations into each count, obscuring the factual basis of individual claims;
- the State's refusal to answer interrogatories leaves AECOM without clarity on core theories;
- experts cannot be prepared without knowing the State's factual contentions; and
- witness examination cannot be conducted effectively without a clear roadmap of facts.

This is all the more the case where, as here, this Court has already stated in its Decision on the Defendants' motions to dismiss that the Complaint (and by extension the slightly improved Amended Complaint) was vague, and barely met the requisite notice pleading standards. *See* Decision (Stern, J.) dated February 27, 2025, at 14-15, & 22-23.

Interrogatories are the only tool capable of compelling the State to disclose the institutional knowledge underlying its allegations. These claims span decades of technical decisions, multiple contracts, and complex engineering standards. The State has already demonstrated its unwillingness to provide details voluntarily, relying instead on boilerplate objections, privilege assertions, and evasive answers. To require AECOM to try and wend its way through tens of thousands of documents (only some of which have been produced by RIDOT to date) to try and interpret and determine these answers is not only unduly burdensome and costly, but leaves the case open to misinterpretation and a "guessing game." There is no prejudice to the State in forcing them to provide complete and robust response, but the prejudice to AECOM in giving the State a pass on its procedural and evidentiary obligations is manifest and self-evident.

Court-ordered responses are therefore essential to ensure transparency, prevent trial by ambush, and allow AECOM to mount a meaningful defense.

III. THE COURT SHOULD COMPEL THE STATE TO PROVIDE FULL AND COMPLETE RESPONSES TO INTERROGATORIES NOS. 1-7 BECAUSE THE STATE'S ANSWERS ARE EVASIVE, INCOMPLETE, AND PROCEDURALLY IMPROPER.

Even as to the seven (7) interrogatories the State purported to answer, its responses fail to comply with Rule 33's basic requirements. Rather than providing clear, complete factual answers, the State relies on boilerplate objections, vague responses, blanket privilege assertions, and sweeping Bates citations. These tactics frustrate discovery, prejudice AECOM, and require Court intervention.

A. The State's Vague, Non-Responsive, and Evasive Answers Violate Rule 33's Specificity Requirement.

Rule 33(a) of the Rhode Island Superior Court Rules of Civil Procedure requires that "each interrogatory shall be answered separately and fully in writing under oath[.]" and that the responding party "shall answer to the extent the interrogatory is not objectionable." R.I. Super. Ct. R. Civ. P. 33(a). The purpose of this rule is to ensure that parties receive clear, direct, and complete answers to their interrogatories, enabling them to understand the factual basis of the opposing party's claims and prepare their case accordingly.

The State's responses to Interrogatory Nos. 1–7 do not satisfy the requirements of Rule 33. Instead of providing substantive, detailed responses, the State repeatedly offers vague and non-responsive answers that fail to address the specific question posed. For example:

Interrogatory No. 4(c), which asks for "the specific repairs that the State contends should have been recommended, but were not," the State responds only that "AECOM should have recommended, but did not recommend, repairs to strengthen, minimize, or address section loss to the tie-down rods on the Washington Bridge and repairs to strengthen, minimize, or address corrosion, cracking, and other issues later discovered with the post-tensioning system." The response does not identify any repair by name, specification, method, scope, or timing. Phrases

like “strengthen, minimize, or address” are conclusory and do not supply the requested specificity about what repairs should have been recommended.

Interrogatory No. 4(d) asks for “the factual basis for asserting that AECOM knew or should have known such repairs were necessary.” The State responds that:

AECOM knew or should have known...based on the standard of care ... and because the bridge structure file could and should have revealed to AECOM...(1) the Original Design Plans, which should have revealed to AECOM not only the existence of the tie-down rods, but also their significance to the stability, integrity, and safety of the Washington Bridge, (2) the design plans and drawings for the 1996–1998 rehabilitation of the Washington Bridge under R.I. Contract No. 9603, which should have revealed to AECOM the previous issues with and deterioration of the post-tensioning system, including the deterioration in the supports for the cantilever drop-in beam connections and voids in the grout, and formed the basis for additional repairs...

This response is vague and non-responsive because it does not identify any specific facts, documents, or information within the referenced plans that would have signaled the need for particular repairs. Instead, it relies on general assertions about professional standards and the existence of certain documents, without connecting those documents to concrete repair recommendations or explaining how AECOM’s review of those materials would have led to a different outcome. The absence of detail and specificity renders the answer incomplete and evasive.

Interrogatory No. 4(e) asks “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.” The State responds:

Yes, the State contends that AECOM’s failure to implement repairs could and should have prevented the emergency closure of the Washington Bridge in December of 2023. If AECOM—which not only inspected the Washington Bridge as part of the 2014 AECOM Contract, but also conducted routine and special inspections of the Washington Bridge in 2015, 2017, 2019, 2020, and 2023—had (1)

known of the existence of the tie-down rods, and/or (2) recognized their significance to the stability, integrity, and safety of the Washington Bridge, then in the decade prior to the emergency closure of the Washington Bridge, AECOM could and should have alerted the State to conduct a review or an evaluation of the condition of the tie-down rods for, among other things, section loss. This, at a minimum, could and should have formed the basis for repairs to the tie-down rods or the implementation of additional, external post-tensioning for the Washington Bridge and prevented the emergency closure in December of 2023.

This response is vague and non-responsive because it does not identify any specific repair by name, method, or timing, nor does it explain the causal mechanism by which the alleged repairs would have prevented the closure. Instead, it relies on generalities such as “repairs to the tie-down rods” or “external post-tensioning,” without providing the requested detail or a clear explanation of how such repairs would have averted the alleged harm. The absence of specificity and explanation renders the answer incomplete and evasive.

Interrogatory No. 7(b) asks for “the duty of care that was allegedly breached and the source of such duty.” The State responds only: “See Bates: RIDOT_000062593–RIDOT_000064538.” This response is vague, non-responsive, and evasive because it does not identify the duty of care or its source as requested. Instead, the State merely refers to a broad Bates range encompassing approximately 2,000 pages of documents, without specifying where within those documents the alleged duty or its source can be found. This generic citation fails to provide a narrative answer or any usable information, leaving AECOM unable to discern what duty the State claims was breached or the legal or contractual basis for that duty. The absence of a direct, substantive response renders the answer incomplete and improper under Rule 33(a).

These responses are representative of a broader pattern of evasiveness. Rather than providing the factual detail necessary for AECOM to understand and respond to the State’s allegations, the State’s answers are vague, generic, and lacking in specificity. This frustrates the

purpose of discovery and violates Rule 33's requirement that interrogatories be answered "separately and fully."

B. The State's Blanket Reservation of the Right to Supplement Does Not Excuse Incomplete Answers.

In response to Interrogatory No. 1, the State asserts that "discovery is ongoing," that its "investigation continues," and that it "reserves the right to supplement" its answers. The State then provides an incomplete response and treats the reservation as a justification for withholding information.

This is improper under Rhode Island Law. Rule 33(a) expressly requires that "each interrogatory shall be answered separately and fully in writing under oath." R.I. Super. Ct. R. Civ. P. 33(a). The answer must be complete as of the time it is served, and the responding party "shall answer to the extent the interrogatory is not objectionable." *Id.* Rule 26(e) imposes a duty to supplement discovery responses only "if the party obtains information upon the basis of which: (A) The party knows that the response was incorrect when made; or (B) The party knows that the response though correct when made is no longer true or complete and the circumstances are such that a failure to amend the response is in substance a knowing concealment." R.I. Super. Ct. R. Civ. P. 26(e)(2). Rule 33(c) further provides that "if the party furnishing answers to interrogatories shall subsequently obtain information which renders such answers incomplete or incorrect, amended answers shall be served within a reasonable time thereafter but not later than thirty (30) days prior to the day fixed for trial." R.I. Super. Ct. R. Civ. P. 33(c).

Neither Rule 33 nor Rule 26 permits a party to provide incomplete answers in the first instance while reserving the right to fill in the details later. The duty to supplement is triggered only when new information is acquired after a complete response has already been made. As the

Committee Note to Rule 33(c) explains, “the obligation to supplement applies to incorrect, as well as incomplete answers.” It does not permit a non-answer.

In sum, providing an incomplete answer and invoking a general reservation of rights to supplement does not satisfy the requirement that interrogatories be answered “separately and fully” as of the time the responses are served. R.I. Super. Ct. R. Civ. P. 33(a), (c); 26(e). The State must be compelled to provide complete answers based on the information reasonably available to it now, with supplementation only if genuinely new information later arises.

C. The State’s Reliance on Rule 33(d) and Broad, Unspecific Bates Ranges Is Improper.

Interrogatory No. 2(c) requested the State to identify and specify the dates and scopes of AECOM’s alleged non-conforming inspections:

INTERROGATORY NO. 2:

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;

In response, the State attempts to invoke Rule 33(d) by pointing generally to four lengthy technical reports without identifying the specific pages or sections addressing the “dates and scopes of inspections” it contends were non-conforming:

ANSWER TO INTERROGATORY NO. 2:

The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff's experts' opinions. Subject to said objections and without waiving same, the State responds as follows:

* * * * *

- c. Pursuant to Rule 33(d) of the Superior Court Rules of Civil Procedure, please see (1) the "Final Technical Evaluation Report Washington Bridge North No. 700 Providence and East Providence, Rhode Island," which AECOM transmitted to RIDOT on or about January 21, 2015; (2) the "Washington Bridge No. 700 Bridge Inspection Results," which AECOM transmitted to RIDOT on or about January 21, 2015; (3) the "Draft Technical Evaluation Report Washington Bridge North No. 700 Providence and East Providence, Rhode Island," which AECOM transmitted to RIDOT on or about October 14, 2014; and (4) a preliminary report entitled, "1.09.12 Evaluation and Final Report," which AECOM transmitted to RIDOT on or about August 18, 2014.

Nowhere does this response actually answer the interrogatory. Critically, those referenced reports do not reference anything that provides such an answer. No answer is provided whatsoever.

Even more egregiously, in response to Interrogatories Nos. 1(f), 2(f), 3(g), 4(i), 5(e), 6(g), 7(b) and 7(h) the State provides the identical response: "Please see Bates: RIDOT_000062593-RIDOT_000064538." These interrogatories each request, *inter alia*, "all Documents and Communications that support, relate to, or refute" distinct allegations in the State's Amended Complaint. Yet, the State simply refers AECOM to the same approximately 2,000-page document production for every question, regardless of the subject matter without any effort to specificity. This approach is not only unhelpful, it is absurd. It forces AECOM to sift through thousands of pages, with no guidance as to which documents are relevant to which interrogatory, effectively rendering the State's responses unusable.

Rhode Island Superior Court Rule of Civil Procedure Rule 33(d) permits reliance on business records only if the responding party specifies the records “in sufficient detail to permit the interrogating party to locate and to identify, as readily as can the party served, the records from which the answer may be ascertained.” R.I. Super. Ct. R. Civ. P. 33(d). A document dump or generic Bates citation does not satisfy this requirement.

Where, as here, the interrogatories seek the factual basis for specific allegations, the State cannot avoid providing narrative answers by pointing generally to voluminous records. At a minimum, it must identify the precise documents and the relevant portions thereof that purportedly contain the responsive information. Anything less is improper under Rule 33(d) and defeats the purpose of discovery.

CONCLUSION

For the foregoing reasons, AECOM respectfully requests that the Court:

1. Overrule the State’s Rule 33(b) counting objection and compel the State to provide full and complete substantive responses to AECOM’s Interrogatories Nos. 8–29 within 14 days;
2. Compel the State to provide amended full and complete substantive answers to Interrogatories Nos. 1-7 within 14 days;
3. Expand or remove the interrogatory limit for good cause under Rule 33(b) to at least seventy-five (75) interrogatories or more as the Court deems appropriate; and
4. Grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

AECOM TECHNICAL SERVICES, INC.

By Its Attorneys,

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Dated: December 18, 2025

CERTIFICATE OF SERVICE

I hereby certify that on December 18, 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

EXHIBIT 1

From: Michael Robinson <mrobinson@savagelawpartners.com>
Sent: Monday, August 26, 2024 2:29 PM
To: Prosen, Lawrence M. <LProsen@cozen.com>
Cc: Venoit, Wendy K. <WVenoit@cozen.com>; Filbin, Michael <MFilbin@cozen.com>; Max Wistow <carmaxabbey@gmail.com>; Max Wistow <MW@wistbar.com>; Jonathan Savage <JS@savagelawpartners.com>; Edward Pare III <EPare@savagelawpartners.com>; Benjamin Ledsham <bledsham@wistbar.com>; Alyssa Lemire <alemire@savagelawpartners.com>; Stephen Provazza <SProvazza@riag.ri.gov>
Subject: RE: Washington Bridge

****EXTERNAL SENDER****

Hi Larry—we would prefer to deal with documents through discovery in the ordinary course.

Mike

Michael Robinson, Esq. | Partner



SAVAGE LAW PARTNERS, LLP

564 South Water Street, Providence, RI 02903

Phone: 401-238-8500 | Fax: 401-648-6748

Direct: 401-238-9300

mrobinson@savagelawpartners.com

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From: Prosen, Lawrence M. <LProsen@cozen.com>
Sent: Monday, August 26, 2024 12:57 PM
To: Michael Robinson <mrobinson@savagelawpartners.com>
Cc: Venoit, Wendy K. <WVenoit@cozen.com>; Filbin, Michael <MFilbin@cozen.com>
Subject: Washington Bridge

Michael:

As you know, AECOM was served in the Washington Bridge matter. In reviewing the complaint, there are references to several documents but none of them are included as exhibits in or to the complaint. I am asking if the State will promptly provide us with those documents so that we can review them and prepare appropriate responsive pleadings, making sure that we are “working off of the same documents”. Let me know. Thank you. Submitted without admission, waiver or prejudice and with a full reservation of all rights, claims, causes of action and defenses.

Larry



Lawrence Prosen
Member | Cozen O'Connor
1200 19th Street NW | Washington, DC 20036
P: 202-304-1449 F: 202-400-2715 C: 301-537-5758
Email | [Map](https://www.cozen.com) | [cozen.com](https://www.cozen.com)

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EXHIBIT 2

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,

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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

EXHIBIT 3

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

STATE OF RHODE ISLAND,

Plaintiff,

v.

AECOM TECHNICAL SERVICES, INC.,
AETNA BRIDGE COMPANY,
ARIES SUPPORT SERVICES INC.,
BARLETTA HEAVY DIVISION, INC.,
BARLETTA/AETNA I-195 WASHINGTON
BRIDGE NORTH PHASE 2 JV,
COLLINS ENGINEERS, INC.,
COMMONWEALTH ENGINEERS &
CONSULTANTS, INC.,
JACOBS ENGINEERING GROUP, INC.,
MICHAEL BAKER INTERNATIONAL, INC.
PRIME AE GROUP, INC.,
STEERE ENGINEERING, INC.,
TRANSYSTEMS CORPORATION, and
VANASSE HANGEN BRUSTLIN, INC.,

Defendants.

C.A. No. PC-2024-04526
Business Calendar

**PLAINTIFF'S RESPONSES TO DEFENDANT AECOM'S FIRST SET OF
INTERROGATORIES DATED SEPTEMBER 5, 2025.**

Pursuant to Rules 26 and 33 of the Superior Court Rules of Civil Procedure, now comes the Plaintiff, the State of Rhode Island (the "Plaintiff" or "State"), and hereby submits the following responses to Defendant AECOM Technical Services, Inc.'s First Set of Interrogatories dated September 5, 2025.

INTERROGATORY NO. 1:

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.

ANSWER TO INTERROGATORY NO. 1:

The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff's experts' opinions. Subject to said objections and without waiving same, the State responds as follows:

- a. **AECOM's failure to conduct a detailed research and review of previous inspection reports, drawings, and plans breached at least the following provisions of Contract No. 2014-EB-003 (the "2014 AECOM Contract"):**
 1. **Article X, Section A(1) of the 2014 AECOM Contract, which provides that "[a]ll the services rendered pursuant to this Contract shall conform to the standards prescribed by the State and the Director of Administration" and, as a result, incorporates, among other things, the 2013 edition of the Rhode Island Department of Transportation's *Bridge Inspection Manual*, which provides, in relevant part, that "[p]rior to the bridge inspection, the team leader"—that is, "the individual who performs the field inspection of an individual bridge"—"is responsible for planning and preparing for the inspection, which includes reviewing the bridge structure file and**

evaluating any bridge site conditions (such as confined spaces, nondestructive evaluation and traffic control).” See *Bridge Inspection Manual* at §§ 2.3.3 (entitled “Responsibilities”) and 2.3.1 (defining “team leader”); see also 2014 AECOM Contract at Art. X, Section A(7) (“The Consultant shall comply with all State, Federal and local statutes, ordinances and regulations applicable to the execution and the performance of this agreement and shall procure all necessary licenses and permits.”);

2. Article X, Section B(1) of the 2014 AECOM Contract, which provides that AECOM “agrees that he/her employees, sub-consultants, or agents possess the experience, knowledge, and character to qualify them for the particular duties they perform”;
3. Section IV of the Request for Proposals entitled “Complete Design Services for the Rehabilitation of the Washington Bridge North No. 700 – Mainline, Approach and Ramp Bridges Provides and East Providence, Rhode Island” (the “RFP”), which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract and provides, in relevant part, that “[t]he existing RIDOT bridge Inspection Reports will be made available to the consultant for information only. The consultant will be responsible for making his own field observations and measurements to gather necessary information. Plans of the existing bridges are available for the Consultant's use”;
4. Section V(10)(q) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract and provides, in relevant part, that “[t]he Consultant will review available NBIS inspection reports in preparation for their own inspection and utilize the information, as appropriate, in the development of repair details”;
5. Addendum #7461338A1 dated April 11, 2013, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract and (a) notes that “[c]ourtesy copies of the projects ‘*Historical Contract Drawings, Inspection Reports and Ratings Reports*’ are available on DVD through RIDOT’s Contract Administration Office Room 108, Two Capitol Hill, Providence, RI”; and (b) in response to a question which asked, “[w]ill the original contract drawings, inspection and ratings reports be made available for review,” stated that “DVDs are currently available at no charge through the RIDOT Contracts Office, Room 108, Two Capitol Hill, Providence, RI”;

6. **Section 1.09.01 of AECOM's letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract and provide, in relevant part, under the task entitled, "Review of Existing Plans and Reports[,]" that "[t]his task will include researching RIDOT files for construction drawing as-built drawings (if they exist), previous inspection reports, bridge maintenance records, and rating reports for any information relevant to the project. These files will be used in determining what conditions are to be expected during the inspection phase and to understand the bridges [sic] existing design and how that will interact with any proposed improvements. We will use these to validate the existing bridge geometry and features, review previous rehabilitation work and to gain an understanding of the condition of the structure as of the last inspection";**
7. **Section 1.09.04 of AECOM's letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract and provide, in relevant part, under the task entitled, "Field Inspection[,]" that "[t]his task will include an in-depth inspection of the bridge to serve as the basis for repairs"; and**
8. **Section 1.09.12 of AECOM's letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract and provide, in relevant part, under the task entitled, "Evaluation and Final Report[,]" that "AECOM will gather all data, test results, field inspection reports, and calculations and evaluate this information in accordance with current best practices for rehabilitation and repair."**

Moreover, AECOM's failure to conduct a detailed research and review of previous inspection reports, drawings, and plans breached at least the following provisions of Purchase Order No. 3362684 for R.I. Contract No. 2014-EB-003, entitled "Notice of Change/Contract Addendum[,]" (the "2019 AECOM Contract") which, by its terms, was a change order to the 2014 AECOM Contract and "represents work and/or changes contained in the attached Report of Change (ROC) No. 13." As the 2019 AECOM Contract provides, "[t]his Report of Change/Contract Addendum is necessary to add additional funds to

cover the creation of a Design-Build RFP package for RIDOT, and for Construction Phase Services (Task 5.0).” In entering into the 2019 AECOM Contract, AECOM assumed, and, as set forth above, thereafter breached all of the above-cited provisions of the 2014 AECOM Contract in failing to conduct a detailed research and review of previous inspection reports, drawings, and plans.

- b. AECOM failed to comply with, or breached, the above-cited provisions by failing to conduct a proper or reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge.
- c. AECOM’s failure to conduct a proper or reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge included its failure to perform a detailed research and review of:
 - 1. The original design plans for the Washington Bridge (the “Original Design Plans”), which were made available to all interested bidders in connection with the RFP and would and should have revealed to AECOM not only the existence of the tie-down rods, but also their significance to the stability, integrity, and safety of the structure;
 - 2. The design plans and drawings for the 1996-1998 rehabilitation of the Washington Bridge under R.I. Contract No. 9603, which were made available to all interested bidders in connection with the RFP and would and should have revealed to AECOM the previous issues with and deterioration of the post-tensioning system, including the deterioration in the supports for the cantilever drop-in beam connections and voids in the grout; and
 - 3. Other plans, as-built drawings, and prior inspection reports available in the bridge structure file that were necessary for AECOM to fully develop an understanding of the Washington Bridge’s post-tensioning system, structural elements, and unique design in order to make professionally sound recommendations and create professionally sound design plans to completely or adequately rehabilitate the Washington Bridge.
- d. See Answers to Interrogatory No. 1(a)-(c), (e).

- e. In failing to conduct a proper or reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge, AECOM breached the above-cited provisions of the 2014 AECOM Contract—pursuant to which AECOM agreed that it “shall be liable for all damage caused by its negligent acts, or its errors or omissions in its services under this Agreement or any supplements to this Agreement”—and failed to recognize not only the existence of the tie-down rods, but also their significance to the stability, integrity, and safety of the structure; failed to evaluate, investigate, or recommend an investigation into or evaluation of the cause of the cracks in the concrete webs that ran parallel to the post-tensioning ducts; failed to evaluate, investigate, or recommend an investigation into the previous issues with and deterioration of the post-tensioning system, including the deterioration in the supports for the cantilever drop-in beam connections and voids in the grout; and failed to develop a professionally sound understanding of the Washington Bridge’s post-tensioning system, structural elements, and unique design sufficient to completely rehabilitate the Washington Bridge. AECOM then compounded those breaches and independently breached the 2019 AECOM Contract, pursuant to which AECOM agreed to serve as RIDOT’s Owner’s Representative, in failing to perform those same actions in connection with the preparation of the 2019 Design-Build Solicitation package and the 2021 Best Value Design-Build Procurement for Bridge Group 57T-10: I-195 Washington North Phase 2 Request for Proposals, Bid# 7611889 (the “2021 RFP”)—which included the Base Technical Concepts that AECOM prepared for both solicitations—and oversight of the subsequent rehabilitation project. As a direct and proximate result of AECOM’s failure to conduct a detailed research and review of previous inspection reports, drawings, and plans under the 2014 AECOM Contract and the 2019 AECOM Contract, the State was not properly informed or advised of the work or repairs necessary to completely or adequately rehabilitate the Washington Bridge and the Washington Bridge was not completely or adequately rehabilitated. AECOM’s failure to perform evaluations and report to the State under the 2014 AECOM Contract and the 2019 AECOM Contract directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money for repair and other work from 2014 forward, the expenditure of money to demolish and replace the Washington Bridge, and the physical wear and tear damage to the Eastbound Washington Bridge.
- f. Please see Bates: RIDOT_000062593-RIDOT_000064538.

Discovery is ongoing and investigation continues, and the State reserves the right to supplement this response accordingly.

INTERROGATORY NO. 2:

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 allegations.

ANSWER TO INTERROGATORY NO. 2:

The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff's experts' opinions. Subject to said objections and without waiving same, the State responds as follows:

- a. In addition to the provisions of the 2014 AECOM Contract and the 2019 AECOM Contract that are referenced in the State's Answer to Interrogatory No. 1(a), AECOM breached at least the following provisions of the 2014 AECOM Contract in failing to conduct an inspection of the Washington Bridge:
 1. Section III of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract and provides, in relevant part, that "[t]he Scope of Work (SOW) shall include bridge inspection and evaluation to confirm the scope of the rehabilitation and development of a study to determine the feasibility of deck joint elimination";

- 2. Section V of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract and provides, in relevant part, that “[t]he purpose of the study and development phase is to develop and recommend the scope of the necessary bridge rehabilitation. The Consultant will initiate Phase 1 by performing a bridge inspection and developing a bridge inspection/evaluation report, which will include the preparation of a preliminary cost estimate that will be used to help program final design and construction of the bridge rehabilitation”;**
- 3. Section V(5) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract and provides, in relevant part, that “[t]he bridge inspection/evaluation report shall summarize the overall condition of the bridge structure, highlighting areas of major concern. Material testing should be performed as necessary to properly evaluate structural elements in need of rehabilitation. A section of the report shall provide detailed descriptions of the type and extent of deterioration noted during the inspection. Photographs shall be used as a supplement when describing typical areas of significant deterioration. The suitability of the existing elements shall be evaluated. The bridge inspection/evaluation report shall provide a preliminary cost estimate of the anticipated rehabilitation work to aid the Department in the programming of final design and construction of the bridge rehabilitation”;**
- 4. Section V(6) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract and provides, in relevant part, that “[t]he location and results of all tests and surveys performed on the structure shall be presented in a separate section of the report. The consultant shall make recommendations based on his field observations and test results as to the type of repairs necessary to completely rehabilitate the existing structure. When appropriate, the consultant shall discuss construction methods to perform difficult repairs. The field evaluations shall provide sufficient data to enable the consultant to determine the extent of work necessary to adequately rehabilitate the bridge. Areas of significant deterioration shall be documented by photographic means. Inspection observations shall be furnished to the**

Department in summary form showing the extent of deterioration, and shall include recommendations for work to be accomplished. Furnished data shall be sufficient to describe the deterioration areas involved, and to outline the necessary repair work along with any other information required to adequately describe the work”;

5. Section V(10)(e) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract and provides, in relevant part, that “[t]he Consultant will prepare framing plans and elevations with appropriate dimensions to fully describe the prestressed, post-tensioned, and steel spans; elevations of cantilevers and drop-in spans; typical sections; and beam details”;
6. Section V(10)(k) of the RFP, which was entitled, “Cantilever and Drop-in Span Beam Repairs (Spans 1-6 & 8-14),” was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, and provides, in relevant part, that “[b]ased upon existing NBIS inspection data, a majority of the deterioration is concentrated near the beam ends. The deterioration varies from simple spalls and cracks to large spalls with exposed strands/rebars. In some cases, the spalls are accompanied with significant section loss in the prestressing strands. The Consultant will prepare repair schedules of the deterioration location, type and size. The post-tensioned cantilever beams also exhibit random deep spalls and cracks. As part of the repair evaluation, the Consultant will perform structural analyses to evaluate the capacity of the various types of I-beams (drop-in beam types A through K) to determine if the beams require strengthening as a result of section loss in the prestressing strands and concrete deterioration. If it is determined that strengthening (in the form of external post-tensioning) is required, all design associated with the strengthening will be performed by supplemental agreement. Under this scope of work, it is anticipated that in addition to concrete repairs, many beams with dapped ends will require concrete encasement. In order to develop design details for this condition, the Consultant will perform strut & tie analysis to determine loading and the amount of reinforcing steel required. To facilitate the dapped end repairs, it is

anticipated that the existing end diaphragms will need to be replaced”;

- 7. Section V(10)(I) of the RFP, which was entitled, “Spans 14 thru 18: Prestressed Concrete I-Beam Repairs,” was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, and provides, in relevant part, that “[b]ased upon existing NBIS inspection data, a majority of the beam deterioration is concentrated at the beam ends. There are deep spalls and cracks and exposed strands and rebars. The Consultant will prepare repair schedules of the deterioration location, type and size. As part of the repair evaluation for I-beams, the Consultant will perform structural analyses to evaluate the capacity of the various types of beams (there may be 16 different strand patterns used in these spans). The Consultant will determine if any beam requires strengthening as a result of section loss in the prestressing strands and/or deteriorated concrete. If it is determined that strengthening in the form of external posttensioning is required, all associated strengthening design will be performed by supplemental agreement”;**
- 8. Section 1.09.02 of AECOM’s letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract and provide, in relevant part, under the task entitled, “Prepare Bridge Testing & Inspection Program,” that “AECOM and our subconsultant ARIES Support Services will prepare a plan to scan the entire deck with ground penetrating radar (GPR) and take cores and conduct chloride testing where applicable. AECOM will review the plan with RIDOT and get RIDOT approval prior to performing the work”;**
- 9. Section 1.09.04 of AECOM’s letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract and provide, in relevant part, under the task entitled, “Field Inspection,” that “[t]his task will include an in-depth inspection of the bridge to serve as the basis for repairs. The inspection will include**

a visual inspection of the exposed elements of the bridge superstructure and substructure, soundings of the substructures, sounding of the fascia arches, soundings of corbel areas and soundings of the underside of the deck. Areas of deteriorated concrete will be identified on sketches”;

10. Section 1.09.10 of AECOM’s letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract and provide, in relevant part, under the task entitled, “Bridge Ratings,” that “[p]revious bridge ratings will be utilized to identify which beam members appear to need strengthening in the existing condition. Submission of formal bridge ratings are not anticipated as part of the preliminary design, however bridge calculations will be performed to determine if beam strengthening is required, make recommendations on joint elimination and continuity. The RIDOT scope indicated that if it is determined that strengthening in the form of external post tensioning is required due to section loss of prestressing strands, then this work will be performed by supplemental agreement. As indicated in the previous section, we intend on modeling the structure using CSI Bridge. This model will allow us to evaluate the impact if beam continuity has on beam stresses. Secondly, it will allow for a full evaluation of substructure forces for various joint layout scenarios. The model allow [sic] for evaluation of the post tensioned connection between superstructure and pier cap. We do not anticipate modeling or performing analysis of Span 7, simple steel span over the navigation channel. Foundation evaluation and strengthening is assumed outside of the scope of the investigation. It is anticipated that the existing deep pile foundation is adequate to accommodate proposed changes in superstructure joint configuration. The evaluation results and conclusions are documented in a report as part of scope section 1.09.12”; and
11. Section 1.09.12 of AECOM’s letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract and provide, in relevant part,

under the task entitled, “Evaluation and Final Report,” that “AECOM will gather all data, test results, field inspection reports, and calculations and evaluate this information in accordance with current best practices for rehabilitation and repair.”

- b. AECOM deviated from, or breached, the above-cited provisions by failing to conduct an inspection of the Washington Bridge that identified, evaluated, and/or recommended the type of repairs necessary to completely rehabilitate the bridge. This includes AECOM’s failure, in its inspection for the 2014 AECOM Contract, to (1) recognize not only the existence of the tie-down rods and their significance to the stability, integrity, and safety of the structure, but also AECOM’s failure to observe the section loss of the tie-down rods at Pier 6 and Pier 7 and recommend a review or an evaluation of the condition of all the tie-down rods; and (2) perform or recommend an evaluation of the condition of the post-tensioning system, including, without limitation, the condition of the post-tensioned ducts in the cantilever beams.**
- c. Pursuant to Rule 33(d) of the Superior Court Rules of Civil Procedure, please see (1) the “Final Technical Evaluation Report Washington Bridge North No. 700 Providence and East Providence, Rhode Island,” which AECOM transmitted to RIDOT on or about January 21, 2015; (2) the “Washington Bridge No. 700 Bridge Inspection Results,” which AECOM transmitted to RIDOT on or about January 21, 2015; (3) the “Draft Technical Evaluation Report Washington Bridge North No. 700 Providence and East Providence, Rhode Island,” which AECOM transmitted to RIDOT on or about October 14, 2014; and (4) a preliminary report entitled, “1.09.12 Evaluation and Final Report,” which AECOM transmitted to RIDOT on or about August 18, 2014.**
- d. See Answers to Interrogatory No. 1(a)-(c), (e) and Answers to Interrogatory No. 2(a)-(c), (e).**
- e. As a direct and proximate cause of AECOM’s failure to conduct an inspection of the Washington Bridge in conformance with the 2014 AECOM Contract and the 2019 AECOM Contract, the State was not properly informed or advised of the work or repairs necessary to completely or adequately rehabilitate the Washington Bridge and the Washington Bridge was not completely or adequately rehabilitated. AECOM’s failure to perform evaluations and report to the State under the 2014 AECOM Contract and the 2019 AECOM Contract directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money for repair and other work from 2014 forward, the expenditure of money to demolish and**

replace the Washington Bridge, and the physical wear and tear damage to the Eastbound Washington Bridge.

f. Please see Bates: RIDOT_000062593-RIDOT_000064538.

INTERROGATORY NO. 3:

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.

ANSWER TO INTERROGATORY NO. 3:

The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff's experts' opinions. Subject to said objections and without waiving same, the State responds as follows:

- a. **In addition to the provisions of the 2014 AECOM Contract and the 2019 AECOM Contract that are referenced in the State's Answer to Interrogatory No. 1(a) and the provisions of the 2014 AECOM Contract that are referenced in the State's Answer to Interrogatory No. 2(a), AECOM breached at least the following provisions of the 2014 AECOM**

Contract in failing to perform evaluations and report to the State as required by the contract:

- 1. Section IV of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract and provides, in relevant part, that “[t]he following requirements shall be undertaken, as applicable, on all bridges in this contract: 1. The bridge work contemplated in this contract shall, in general, consist of preparing the necessary contract documents, plans, specifications, quantities, and estimates for the rehabilitation of the structure”;**
 - 2. Section VI of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract and provides, in relevant part, that “[t]he plans should be accurate and to scale and attain the objective of the bridge rehabilitation as outlined in the approved Bridge Inspection/Evaluation Report and as refined in the approved 30% Submission”; and**
 - 3. Section VII of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract and provides, in relevant part, that “[u]pon completion of PHASE 2 services and award of the Contract, the consultant shall provide construction support, attend meetings, review contractor shop drawings and Requests for Information (RFIs), and monitor construction activities as required.”**
- b. In addition to the failures/breaches identified in the State’s Answers to Interrogatory No. 1(b) and Interrogatory No. 2(b), AECOM also failed to comply with, or breached, the above-cited provisions by failing to evaluate, and report to the State regarding, the conditions of the tie-down rods and the post-tensioning system, including, without limitation, the post-tensioned ducts in the cantilever beams. AECOM also breached the 2019 AECOM Contract in failing to perform its obligations as RIDOT’s Owner’s Representative (a) prior to, and during, AECOM’s preparation of the 2019 Design-Build Solicitation package and the 2021 RFP, and (b) after the issuance of Contract No. 2021-DB-020 Design/Build Services or the I-195 Washington Bridge Phase 2, when AECOM was obligated to provide construction support, attend meetings, review contractor shop drawings and Requests for Information (RFIs), and monitor construction activities.**
- c. See Answers to Interrogatory No. 1(a), Interrogatory No. 2(a), and Interrogatory No. 3(a)-(b).**

- d. The bridge inspection/evaluation report required under Section V of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, and the Evaluation and Final Report required under Section 1.09.12 of AECOM's letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract.
- e. AECOM's Final Technical Evaluation Report Washington Bridge North No. 700 Providence and East Providence, Rhode Island," which AECOM transmitted to RIDOT on or about January 21, 2015 (the "Final Technical Evaluation"), and AECOM's "Washington Bridge No. 700 Bridge Inspection Results," which AECOM transmitted to RIDOT on or about January 21, 2015 (the "Bridge Inspection Results") were deficient because they did not properly advise the State on the repairs necessary to completely or adequately rehabilitate the Washington Bridge. For example, in its Final Technical Evaluation, AECOM provided a list of "major conclusions/recommendations" for the Washington Bridge but, in doing so, neglected to (1) recognize the existence of the tie-down rods and their significance to the stability, integrity, and safety of the structure, (2) recommend any review or evaluation of the condition of the tie-down rods for, among other things, section loss, (3) recommend an evaluation of the condition of the post-tensioning system, including, without limitation, the condition of the post-tensioned ducts in the cantilever beams, and (4) recommend repairs to the post-tensioning system necessary to completely or adequately rehabilitate the Washington Bridge.
- f. As a direct and proximate result of AECOM's failure to perform evaluations and report to the State under the 2014 AECOM Contract and the 2019 AECOM Contract, the State was not properly informed or advised of the work or repairs necessary to completely or adequately rehabilitate the Washington Bridge and the Washington Bridge was not completely or adequately rehabilitated. AECOM's failure to perform evaluations and report to the State under the 2014 AECOM Contract and the 2019 AECOM Contract directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money for repair and other work from 2014 forward, the expenditure of money to demolish and replace the Washington Bridge, and the physical wear and tear damage to the Eastbound Washington Bridge.
- g. Please see Bates: RIDOT_000062593-RIDOT_000064538.

INTERROGATORY NO. 4:

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.

ANSWER TO INTERROGATORY NO. 4:

The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff's experts' opinions. Subject to said objections and without waiving same, the State responds as follows:

- a. **The following provisions of the 2014 AECOM Contract and the 2019 AECOM Contract contain the requirements to recommend repairs:**

- 1. Section IV of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, provides, in relevant part, that “[t]he following requirements shall be undertaken, as applicable, on all bridges in this contract: 1. The bridge work contemplated in this contract shall, in general, consist of preparing the necessary contract documents, plans, specifications, quantities, and estimates for the rehabilitation of the structure”;**
- 2. Section V of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, provides, in relevant part, that “[t]he purpose of the study and development phase is to develop and recommend the scope of the necessary bridge rehabilitation. The Consultant will initiate Phase 1 by performing a bridge inspection and developing a bridge inspection/evaluation report, which will include the preparation of a preliminary cost estimate that will be used to help program final design and construction of the bridge rehabilitation”;**
- 3. Section V(5) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract and provides, in relevant part, that “[t]he bridge inspection/evaluation report shall summarize the overall condition of the bridge structure, highlighting areas of major concern. Material testing should be performed as necessary to properly evaluate structural elements in need of rehabilitation. A section of the report shall provide detailed descriptions of the type and extent of deterioration noted during the inspection. Photographs shall be used as a supplement when describing typical areas of significant deterioration. The suitability of the existing elements shall be evaluated. The bridge inspection/evaluation report shall provide a preliminary cost estimate of the anticipated rehabilitation work to aid the Department in the programming of final design and construction of the bridge rehabilitation”;**
- 4. Section V(6) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, provides, in relevant part, that “[t]he location and results of all tests and surveys performed on the structure shall be presented in a separate section of the report. The consultant shall make**

recommendations based on his field observations and test results as to the type of repairs necessary to completely rehabilitate the existing structure. When appropriate, the consultant shall discuss construction methods to perform difficult repairs. The field evaluations shall provide sufficient data to enable the consultant to determine the extent of work necessary to adequately rehabilitate the bridge. Areas of significant deterioration shall be documented by photographic means. Inspection observations shall be furnished to the Department in summary form showing the extent of deterioration, and shall include recommendations for work to be accomplished. Furnished data shall be sufficient to describe the deterioration areas involved, and to outline the necessary repair work along with any other information required to adequately describe the work”;

5. Section V(10)(e) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, provides, in relevant part, that “[t]he Consultant will prepare framing plans and elevations with appropriate dimensions to fully describe the prestressed, post-tensioned, and steel spans; elevations of cantilevers and drop-in spans; typical sections; and beam details”;
6. Section V(10)(i) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, provides, in relevant part, that “[t]he Consultant will prepare spandrel wall elevations indicating type and location of deteriorated areas. The Consultant will also prepare repair details for spalls and cracks”;
7. Section V(10)(j) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, provides, in relevant part, that “[t]he Consultant will prepare phase construction details for the proposed rehabilitation work (i.e. corbel drop-in span repairs, AASHTO I-beam end repairs (spans 15-18), deck repairs, end diaphragm replacement (drop-in spans and spans 15-18), Gano Street Ramp box beam flange repairs, etc.). The Consultant will develop the necessary details to define the phase construction limits

in conjunction with the maintenance and protection of traffic plans”;

- 8. Section V(10)(k) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, provides, in relevant part, that “[b]ased upon existing NBIS inspection data, a majority of the deterioration is concentrated near the beam ends. The deterioration varies from simple spalls and cracks to large spalls with exposed strands/rebars. In some cases the spalls are accompanied with significant section loss in the prestressing strands. The Consultant will prepare repair schedules of the deterioration location, type and size. The post-tensioned cantilever beams also exhibit random deep spalls and cracks. As part of the repair evaluation, the Consultant will perform structural analyses to evaluate the capacity of the various types of I-beams (drop-in beam types A through K) to determine if the beams require strengthening as a result of section loss in the prestressing strands and concrete deterioration. If it is determined that strengthening (in the form of external post-tensioning) is required, all design associated with the strengthening will be performed by supplemental agreement. Under this scope of work, it is anticipated that in addition to concrete repairs, many beams with dapped ends will require concrete encasement. In order to develop design details for this condition, the Consultant will perform strut & tie analysis to determine loading and the amount of reinforcing steel required. To facilitate the dapped end repairs, it is anticipated that the existing end diaphragms will need to be replaced”;**
- 9. Section V(10)(l) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, provides, in relevant part, that “[b]ased upon existing NBIS inspection data, a majority of the beam deterioration is concentrated at the beam ends. There are deep spalls and cracks and exposed strands and rebars. The Consultant will prepare repair schedules of the deterioration location, type and size. As part of the repair evaluation for I-beams, the Consultant will perform structural analyses to evaluate the capacity of the various types of beams (there may be 16 different strand patterns used in these spans). The Consultant will determine if any beam requires**

strengthening as a result of section loss in the prestressing strands and/or deteriorated concrete. If it is determined that strengthening in the form of external posttensioning is required, all associated strengthening design will be performed by supplemental agreement”;

10. Section V(10)(q) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, provides, in relevant part, that “[t]he Consultant will review available NBIS inspection reports in preparation for their own inspection and utilize the information, as appropriate, in the development of repair details”;
11. Section VI of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, provides, in relevant part, that “[t]he plans should be accurate and to scale and attain the objective of the bridge rehabilitation as outlined in the approved Bridge Inspection/Evaluation Report and as refined in the approved 30% Submission”;
12. Section 1.09.02 of AECOM’s letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract, provide, in relevant part, under the task entitled, “Prepare Bridge Testing & Inspection Program,” that “AECOM and our subconsultant ARIES Support Services will prepare a plan to scan the entire deck with ground penetrating radar (GPR) and take cores and conduct chloride testing where applicable. AECOM will review the plan with RIDOT and get RIDOT approval prior to performing the work”;
13. Section 1.09.04 of AECOM’s letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract, provide, in relevant part, under the task entitled, “Field Inspection,” that “[t]his task will include an in-depth inspection of the bridge to serve as the basis for repairs”;
14. Section 1.09.10 of AECOM’s letters of proposal dated August 12, 2013 with revisions dated October 18, 2013

and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract, provide, in relevant part, under the task entitled, "Bridge Ratings," that "[p]revious bridge ratings will be utilized to identify which beam members appear to need strengthening in the existing condition. Submission of formal bridge ratings are not anticipated as part of the preliminary design, however bridge calculations will be performed to determine if beam strengthening is required, make recommendations on joint elimination and continuity. The RIDOT scope indicated that if it is determined that strengthening in the form of external post tensioning is required due to section loss of prestressing strands, then this work will be performed by supplemental agreement. As indicated in the previous section, we intend on modeling the structure using CSI Bridge. This model will allow us to evaluate the impact if beam continuity has on beam stresses. Secondly, it will allow for a full evaluation of substructure forces for various joint layout scenarios. The model allow [sic] for evaluation of the post tensioned connection between superstructure and pier cap. We do not anticipate modeling or performing analysis of Span 7, simple steel span over the navigation channel. Foundation evaluation and strengthening is assumed outside of the scope of the investigation. It is anticipated that the existing deep pile foundation is adequate to accommodate proposed changes in superstructure joint configuration. The evaluation results and conclusions are documented in a report as part of scope section 1.09.12"; and

15. Section 1.09.12 of AECOM's letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract, provide, in relevant part, under the task entitled, "Evaluation and Final Report," that "AECOM will gather all data, test results, field inspection reports, and calculations and evaluate this information in accordance with current best practices for rehabilitation and repair."

Moreover, under Section III of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, RIDOT made clear that it was "anticipated that, as a

minimum, the following bridge components will be included in the Rehabilitation of Washington Bridge North No. 700:

- **Corbels, dapped ends of prestressed concrete I-beams and diaphragms at spans 1-6 & 8-14. Consideration should be given to bonding reinforced polymer fabric over repaired spalled areas to increase the live load carrying capacity of the bridge and to prolong the life of the bridge.**
- **Post-tensioned cantilever beams**
- **Concrete deck at all joints, including elimination of joints as determined feasible per a deck joint elimination study**
- **I-beam ends & diaphragms at spans 15-18**
- **Pier columns & cap beams at piers 15-18**
- **Spandrel Walls**
- **Gano Street Ramp box beam flange repairs**
- **Gouges in light pole**
- **Cleaning and flushing of bridge drainage scuppers**
- **Sign structure grout pad repairs**
- **Replacement of deck waterproofing membrane and bituminous pavement resurfacing**
- **Repointing of lead wool (or other) masonry pointing**
- **Bird guano removal**

The Scope of Work (SOW) shall include bridge inspection and evaluation to confirm the scope of the rehabilitation and development of a study to determine the feasibility of deck joint elimination.”

- b. AECOM failed to comply with, or breached, the above-cited contract provisions by failing to recommend the repairs necessary to completely or adequately rehabilitate the Washington Bridge, which included AECOM’s failure to (1) recognize the existence of the tie-down rods and their significance to the stability, integrity, and safety of the structure, (2) recommend any review or evaluation of the condition of the tie-down rods for, among other things, section loss, (3) recommend an evaluation of the condition of the post-tensioning system, including, without limitation, the condition of the post-tensioned ducts in the cantilever beams, and (4) recommend repairs to the post-tensioning system necessary to completely or adequately rehabilitate the Washington Bridge.**
- c. AECOM should have recommended, but did not recommend, repairs to strengthen, minimize, or address section loss to the tie-down rods on the Washington Bridge and repairs to strengthen, minimize, or address corrosion, cracking, and other issues later discovered with the post-tensioning system.**

- d. AECOM knew or should have known that these repairs were necessary to completely rehabilitate the Washington Bridge based on the standard of care owed by professional engineering firms, licensed engineers, and bridge inspectors and designers, and because the bridge structure file could and should have revealed to AECOM, among other things, (1) the Original Design Plans, which should have revealed to AECOM not only the existence of the tie-down rods, but also their significance to the stability, integrity, and safety of the Washington Bridge, (2) the design plans and drawings for the 1996-1998 rehabilitation of the Washington Bridge under R.I. Contract No. 9603, which should have revealed to AECOM the previous issues with and deterioration of the post-tensioning system, including the deterioration in the supports for the cantilever drop-in beam connections and voids in the grout, and formed the basis for additional repairs. AECOM did not abide by its contractual obligation to design plans to completely rehabilitate the Washington Bridge.**
- e. Yes, the State contends that AECOM's failure to implement repairs could and should have prevented the emergency closure of the Washington Bridge in December of 2023. If AECOM—which not only inspected the Washington Bridge as part of the 2014 AECOM Contract, but also conducted routine and special inspections of the Washington Bridge in 2015, 2017, 2019, 2020, and 2023—had (1) known of the existence of the tie-down rods, and/or (2) recognized their significance to the stability, integrity, and safety of the Washington Bridge, then in the decade prior to the emergency closure of the Washington Bridge, AECOM could and should have alerted the State to conduct a review or an evaluation of the condition of the tie-down rods for, among other things, section loss. This, at a minimum, could and should have formed the basis for repairs to the tie-down rods or the implementation of additional, external post-tensioning for the Washington Bridge and prevented the emergency closure in December of 2023.**
- f. No other inspection or engineering firms recommended the same repairs that the State contends AECOM failed to recommend.**
- g. See Answers to Interrogatory No. 1(a)-(c), (e), Answers to Interrogatory No. 2(a)-(c), (e), Answers to Interrogatory No. 3(a)-(e), and Answers to Interrogatory No. 4(a)-(f). AECOM also breached the 2014 AECOM Contract when, on or about September 23, 2016, AECOM transmitted to RIDOT its final construction plans (the "2016 Construction Plans") for the rehabilitation of the Washington Bridge. In those 2016 Construction Plans—which AECOM, along with others, stamped with its seal—AECOM made no reference to or mention of the**

tie-down rods, despite the fact that some of the tie-down rods were visibly depicted in the photographs submitted in connection with AECOM's Bridge Inspection Results. AECOM's 2016 Construction Plans also lacked any recommended repairs to address the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams.

- h. As a direct and proximate result of AECOM's failure to recommend needed repairs in accordance with the requirements of the 2014 AECOM Contract and the 2019 AECOM Contract, the State was not properly informed or advised of the work or repairs necessary to completely or adequately rehabilitate the Washington Bridge and the Washington Bridge was not completely or adequately rehabilitated. AECOM's failure to perform evaluations and report to the State under the 2014 AECOM Contract and the 2019 AECOM Contract directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money for repair and other work from 2014 forward, the expenditure of money to demolish and replace the Washington Bridge, and the physical wear and tear damage to the Eastbound Washington Bridge.

- i. Please see Bates: RIDOT_000062593-RIDOT_000064538.

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.

ANSWER TO INTERROGATORY NO. 5:

The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff's experts'

opinions. Subject to said objections and without waiving same, the State responds as follows:

- a. In addition to the provisions of the 2014 AECOM Contract and the 2019 AECOM Contract that are referenced in the State's Answers to Interrogatory No. 1(a), Interrogatory No. 2(a), Interrogatory No. 3(a), and Interrogatory No. 4(a), AECOM breached Article X, Section A(7) of the 2014 AECOM Contract, which provides, in relevant part, that "[t]he Consultant shall comply with all State, Federal and local statutes, ordinances and regulations applicable to the execution and the performance of this agreement and shall procure all necessary licenses and permits." This incorporated and included the following obligations:**
 - 1. The duty to "perform their services only in the areas of their competence according to current standards of technical competence[.]" see Rules and Regulations for Professional Engineering in the State of Rhode Island, effective October 16, 2014 (the "2014 Professional Engineering Regulations") at § 120.62.2.1; see also 430-RICR-00-00-1.7(B)(1);**
 - 2. The duty to "recognize their responsibility to the public and . . . represent themselves before the public only in an objective and truthful manner," see 2014 Professional Engineering Regulations at § 120.62.2.2; see also 430-RICR-00-00-1.7(B)(2);**
 - 3. The duty to "in the performance of their services for clients, employers, and customers, . . . be cognizant that their first and foremost responsibility is to the public welfare," see 2014 Professional Engineering Regulations at § 120.62.3.1; see also 430-RICR-00-00-1.7(C)(1);**
 - 4. The duty to "approve and seal only those design documents that conform to accepted engineering standards and safeguard the life, health, property, and welfare of the public," see 2014 Professional Engineering Regulations at § 120.62.3.2; see also 430-RICR-00-00-1.7(C)(2);**
 - 5. The duty to "undertake assignments only when qualified by education or experience in the specific technical fields of engineering involved," see 2014 Professional Engineering Regulations at § 120.62.4.1; see also 430-RICR-00-00-1.7(D)(1);**

6. The duty to “not affix their signatures or seals to any drawings or documents dealing with subject matter in which they lack competence,” see 2014 Professional Engineering Regulations at § 120.62.4.2; see *also* 430-RICR-00-00-1.7(D)(2);
7. The duty to “not misrepresent or exaggerate their degree of responsibility in prior assignments or the complexity of said assignments” or “misrepresent pertinent facts concerning . . . past accomplishments” incident to the solicitation of business,” see 2014 Professional Engineering Regulations at § 120.62.5.1; see *also* 430-RICR-00-00-1.7(E)(1);
8. The obligation to “rebuild, repair, restore, and make good all losses, injuries, or damages to any portion of the work from any cause except those beyond the control of and without the fault or negligence of” AECOM, see State of Rhode Island Procurement Regulations: Section 12 Rhode Island Department of Transportation Projects at § 12.104.14; and
9. The obligation to be responsible for all damage or injury to public or private property resulting from any act, omission, neglect, or misconduct in, of either [AECOM’s] or its subcontractors’ manner or method of executing the work, or in consequence of the non-execution thereof,” see State of Rhode Island Procurement Regulations: Section 12 Rhode Island Department of Transportation Projects at § 12.104.14.

Under the 2014 AECOM Contract, AECOM further agreed that AECOM “shall be liable for all damage caused by its negligent acts, or its errors or omissions in its services under this Agreement or any supplements to this Agreement[.]” See 2014 AECOM Contract at Art. X, § B(2). As a change order, and therefore supplement to, the 2014 AECOM Contract, AECOM also agreed to “be liable for all damage caused by its negligent acts, or its errors or omissions in its services” under the 2019 AECOM Contract.

- b. AECOM failed to comply with, or breached, the above-cited contract provisions by, among other things, representing that AECOM was familiar with the needs of the Washington Bridge; that AECOM had the competence and experience necessary to rehabilitate and improve the Washington Bridge’s structural performance; that AECOM would

undertake a thorough hands-on inspection of the structure before making any recommendations for the repairs and rehabilitation for the Washington Bridge; that AECOM would ensure its inspectors will have reviewed recent inspection reports and structure orientation plans to familiarize themselves with the areas of the Washington Bridge recommended for repairs; that AECOM could use industry standard concrete repair techniques to restore the Washington Bridge to its original or near original condition; and that AECOM would be liable for all damage caused by its negligent acts, errors, or omissions.

- c. See Answers to Interrogatory No. 1(a)-(c), (e), Answers to Interrogatory No. 2(a)-(c), (e), Answers to Interrogatory No. 3(a)-(e), Answers to Interrogatory No. 4(a)-(f), and Answers to Interrogatory No. 4(a)-(b), (d).**
- d. As a direct and proximate result of AECOM's failure to otherwise comply with these contractual obligations under the 2014 AECOM Contract and the 2019 AECOM Contract, the State was not properly informed or advised of the work or repairs necessary to completely or adequately rehabilitate the Washington Bridge and the Washington Bridge was not completely or adequately rehabilitated. AECOM's failure to perform evaluations and report to the State under the 2014 AECOM Contract and the 2019 AECOM Contract directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money for repair and other work from 2014 forward, the expenditure of money to demolish and replace the Washington Bridge, and the physical wear and tear damage to the Eastbound Washington Bridge.**
- e. Please see Bates: RIDOT_000062593-RIDOT_000064538.**

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.

ANSWER TO INTERROGATORY NO. 6:

The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff's experts' opinions. Subject to said objections and without waiving same, the State responds as follows:

- a. The State contends that AECOM failed to conduct a proper, reasonably adequate, or professionally sound review of the bridge structure file for the Washington Bridge. That review should have included, among other things, a review of the Original Design Plans and the design plans and drawings for the 1996-1998 rehabilitation of the Washington Bridge under R.I. Contract No. 9603.
- b. For the allegation referenced in this Interrogatory, the duties of care that AECOM owed to the State have several sources. First, AECOM owed the State a duty to conform to the standard of skill, care, and diligence exercised by the average professional engineering, consulting, construction, inspection, and design firm. Second, AECOM, as a professional engineering firm, has specific duties imposed by law, which include:
 - 1. The duty to "perform their services only in the areas of their competence according to current standards of technical competence[.]" see Rules and Regulations for Professional Engineering in the State of Rhode Island, effective October 16, 2014 (the "2014 Professional Engineering Regulations") at § 120.62.2.1; see *also* 430-RICR-00-00-1.7(B)(1);
 - 2. The duty to "recognize their responsibility to the public and . . . represent themselves before the public only in an objective and truthful manner," see 2014 Professional Engineering Regulations at § 120.62.2.2; see *also* 430-RICR-00-00-1.7(B)(2);

3. The duty to “in the performance of their services for clients, employers, and customers, . . . be cognizant that their first and foremost responsibility is to the public welfare,” see 2014 Professional Engineering Regulations at § 120.62.3.1; see *also* 430-RICR-00-00-1.7(C)(1);
4. The duty to “approve and seal only those design documents that conform to accepted engineering standards and safeguard the life, health, property, and welfare of the public,” see 2014 Professional Engineering Regulations at § 120.62.3.2; see *also* 430-RICR-00-00-1.7(C)(2);
5. The duty to “undertake assignments only when qualified by education or experience in the specific technical fields of engineering involved,” see 2014 Professional Engineering Regulations at § 120.62.4.1; see *also* 430-RICR-00-00-1.7(D)(1);
6. The duty to “not affix their signatures or seals to any drawings or documents dealing with subject matter in which they lack competence,” see 2014 Professional Engineering Regulations at § 120.62.4.2; see *also* 430-RICR-00-00-1.7(D)(2); and
7. The duty to “not misrepresent or exaggerate their degree of responsibility in prior assignments or the complexity of said assignments” or “misrepresent pertinent facts concerning . . . past accomplishments” incident to the solicitation of business,” see 2014 Professional Engineering Regulations at § 120.62.5.1; see *also* 430-RICR-00-00-1.7(E)(1).

Third, AECOM owed the State duties of care under the 2014 AECOM Contract, its respective inspection contracts, and the 2019 AECOM Contract. In connection with, and pursuant to, the 2014 AECOM Contract, AECOM:

1. Agreed that “[a]ll the services rendered pursuant to this Contract shall conform to the standards prescribed by the State and the Director of Administration,” which incorporated and included, among other things, RIDOT’s *Bridge Inspection Manual*. As the *Bridge Inspection Manual* provides, in relevant part, “[p]rior to the bridge inspection, the team leader”—that is, “the individual who performs the field inspection of an individual bridge”—

“is responsible for planning and preparing for the inspection, which includes reviewing the bridge structure file and evaluating any bridge site conditions (such as confined spaces, nondestructive evaluation and traffic control)[,]” see *Bridge Inspection Manual* at §§ 2.3.3 and 2.3.1;

- 2. Agreed that its “employees, sub-consultants, or agents possess the experience, knowledge, and character to qualify them for the particular duties they perform,” see 2014 AECOM Contract at Art. X, § B(1);**
- 3. Had the opportunity to “review available NBIS inspection reports in preparation for their own inspection and utilize the information, as appropriate, in the development of repair details” in connection with the preparation of its proposal to the RFP, see RFP at § V(10)(q);**
- 4. Had the opportunity to review “original contract drawings, inspection and ratings reports” for the Washington Bridge in connection with the preparation of its proposal to the RFP, see Addendum #7461338A1 dated April 11, 2013;**
- 5. Agreed and represented to RIDOT in Section 1.09.01 of AECOM’s letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, that the task entitled, “Review of Existing Plans and Reports[,],” “will include researching RIDOT files for construction drawing as-built drawings (if they exist), previous inspection reports, bridge maintenance records, and rating reports for any information relevant to the project. These files will be used in determining what conditions are to be expected during the inspection phase and to understand the bridges [*sic*] existing design and how that will interact with any proposed improvements. We will use these to validate the existing bridge geometry and features, review previous rehabilitation work and to gain an understanding of the condition of the structure as of the last inspection”;**
- 6. Agreed and represented to RIDOT in Section 1.09.12 of AECOM’s letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, that in connection with the task entitled, “Evaluation and Final Report[,],” AECOM will gather all data, test results,**

field inspection reports, and calculations and evaluate this information in accordance with best practices for rehabilitation and repair.”

Fourth, in connection with the 2014 AECOM Contract and, again, under the 2019 AECOM Contract, AECOM assumed and owed to the State fiduciary duties. In connection with the 2014 AECOM Contract, AECOM held itself out to the State as a trusted expert in professional engineering, consulting, construction, and design. As AECOM represented to the State:

- 1. “AECOM is currently the number 1 ranked pure design firm by Engineering News-Record and we are also ranked number 1 in Transportation”;**
- 2. “Our services cover the gambit [*sic*] of transportation engineering including structural, traffic, railroad, environmental, planning, utilities and drainage, architecture and geotechnical engineering”;**
- 3. “Our Structural Group is comprised of over 30 professionals in the Northeast. Structural engineering is part of our core business and we have worked with RIDOT on many projects and have seen firsthand the effect of deterioration on important structures. We would value the opportunity to inspect and prepare design plans to assist RIDOT in restoring the structural capacity of Bridge 700”;**
- 4. “We have made ourselves familiar with the needs of the [Washington Bridge] and are confident that the AECOM team has the experience to rehabilitate and improve the structural performance of Bridge No. 700 in a timely, cost effective and efficient manner”;**
- 5. “In order to ensure we have the latest condition assessment of the structure AECOM will undertake a thorough hands-on inspection of the structure before making any recommendations for the repairs and rehabilitation”;**
- 6. “To ensure our inspectors efficiently undertake the field activities they will have reviewed the recent Biennial and Special Inspection reports and structure orientation plans to familiarize themselves with the areas of the bridge recommended for repairs”; and**

7. **“Depending on the type, size, and location of the concrete deteriorations in need of repair, various industry standard concrete repair techniques will be used to restore the bridge elements back to original or near original condition.”**

The State reasonably and justifiably relied on AECOM’s purported expertise in the professional engineering, consulting, construction, and design industry, and AECOM’s representations about its expertise, in selecting AECOM as the consultant tasked with completely rehabilitating the Washington Bridge.

The State similarly, and reasonably and justifiably, relied upon AECOM’s purported expertise in engaging AECOM to serve as RIDOT’s Owner’s Representative under the 2019 AECOM Contract. As that contract notes, in relevant part, “AECOM understands and complies with industry best practices to protect RIDOT’s interest on the project.”

- c. **See Answers to Interrogatory No. 1(a) and Interrogatory No. 6(b).**
- d. **For the allegation referenced in this Interrogatory, the State contends that AECOM was negligent in failing to conduct a proper, reasonably adequate, or professionally sound review of the bridge structure file for the Washington Bridge. That review should have included, among other things, a review of the Original Design Plans and the design plans and drawings for the 1996-1998 rehabilitation of the Washington Bridge under R.I. Contract No. 9603. And through a proper, reasonably adequate, or professionally sound review of the bridge structure file for the Washington Bridge, AECOM should have first discovered (1) the existence of the tie-down rods, (2) the significance of the tie-down rods to the stability, integrity, and safety of the Washington Bridge, (3) the previous issues with and deterioration of the post-tensioning system, including the deterioration in the supports for the cantilever drop-in beam connections and voids in the grout, and then recommended an investigation into, or an evaluation of, the condition of the tie-down rods and the condition of the post-tensioning system sufficient to completely rehabilitate the Washington Bridge under the 2014 AECOM Contract and in preparing the 2019 Design-Build Solicitation package and the 2021 RFP to extend the life of the Washington Bridge by an additional twenty-five years.**
- e. **As a direct and proximate result of AECOM’s failure to conduct a reasonably adequate detailed research and review of previous**

inspection reports, drawings, and plans, AECOM breached its duty to, among other things, inform or advise the State of the work or repairs necessary to completely or adequately rehabilitate the Washington Bridge and the Washington Bridge was not completely or adequately rehabilitated. AECOM's negligence directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money for repair and other work from 2014 forward, the expenditure of money to demolish and replace the Washington Bridge, and the physical wear and tear damage to the Eastbound Washington Bridge.

- f. Yes; provided, however, that AECOM also assumed and owed the State other duties of care.**
- g. Please see Bates: RIDOT_000062593-RIDOT_000064538.**

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.

ANSWER TO INTERROGATORY NO. 7:

The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying

experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff's experts' opinions. Subject to said objections and without waiving same, the State responds as follows:

- a. The factual basis for the allegation that AECOM failed to recognize the importance or significance of the tie-down rods stems from AECOM's failure, in any of its inspection reports, to identify their existence, much less their significance to the stability of the Washington Bridge. AECOM's inspection reports made no reference to or mention of the tie-down rods, despite the fact that some of the tie-down rods were visibly depicted in the photographs AECOM took in connection with its inspections.**
- b. See Bates: RIDOT_000062593-RIDOT_000064538.**
- c. AECOM should have recognized the importance or significance of the tie-down rods when it purportedly reviewed the Original Design Plans prior to submitting its response to the RFP in 2013; when it purportedly reviewed the Original Design Plans in 2014; prior to its inspection of the Washington Bridge in connection with the transmission to RIDOT of the preliminary report entitled, "1.09.12 Evaluation and Final Report,"; prior to its inspection of the Washington Bridge in connection with the transmission to RIDOT of the Draft Technical Evaluation Report Washington Bridge North No. 700 Providence and East Providence, Rhode Island; prior to its inspection of the Washington Bridge in connection with the transmission to RIDOT of the Bridge Inspection Results; prior to its inspection of the Washington Bridge in connection with the transmission to RIDOT of the Final Technical Report; prior to its routine inspection of the Washington Bridge and transmission of the inspection report dated July 28, 2015; prior to stamping with its seal and transmitting to RIDOT the 2016 Construction Plans; prior to its special inspection of the Washington Bridge and transmission of the inspection report dated October 27, 2017; prior to its routine and special inspection of the Washington Bridge and transmission of the inspection report dated July 24, 2019; prior to preparing and transmitting to RIDOT the 2019 Design-Build Solicitation package; prior to preparing and transmitting to RIDOT the solicitation package for the 2021 RFP; prior to its special inspection of the Washington Bridge and transmission of the inspection report dated July 22, 2020; and prior to its routine inspection of the Washington Bridge and transmission of the inspection report dated July 21, 2023.**

- d. **At a minimum, AECOM should have recognized the existence of the tie-down rods and their importance to the stability of the Washington Bridge in connection with each of the inspections, reports, or communications referenced in the State's Answer to Interrogatory No. 7(c).**
- e. **Other than the Joint Venture Defendants, which referenced the elimination of a fracture-critical tie-down on the east side of Pier 4 but not at Piers 6 and 7, no other inspection firm identified the tie-down rods as critical to the Washington Bridge's stability prior to December 2023. From 1967 through December 8, 2023, no RIDOT personnel appears to have identified the tie-down rods at Piers 6 and 7 as critical to the Washington Bridge's stability, but through that time, RIDOT reasonably and justifiability relied on the bridge inspectors, designers, and consultants, including AECOM, to provide RIDOT with that information. None did so.**
- f. **As a direct and proximate result of AECOM's negligent failure to recognize the importance and significance of the tie-down rods as critical to the stability of the Washington Bridge, the State was not properly informed or advised of the work or repairs necessary to completely or adequately rehabilitate the Washington Bridge and the Washington Bridge was not completely or adequately rehabilitated. This failure directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money under the subsequent emergency repair contract, and physical wear and tear damage to the Eastbound Washington Bridge.**
- g. **Yes.**
- h. **Please see Bates: RIDOT_000062593-RIDOT_000064538.**

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.

ANSWER TO INTERROGATORY NO. 8:

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*” Super R. Civ. P. 33(b) (emphasis added); *see also Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[.]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

- 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.

ANSWER TO INTERROGATORY NO. 9:

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

- 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.

ANSWER TO INTERROGATORY NO. 10:

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30)* unless the court otherwise orders for good cause shown.” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

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.

ANSWER TO INTERROGATORY NO. 11:

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30)* unless the court otherwise orders for good cause shown.” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a

matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

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

ANSWER TO INTERROGATORY NO. 12:

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30)* unless the court otherwise orders for good cause shown.” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

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.

ANSWER TO INTERROGATORY NO. 13:

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30)* unless the court otherwise orders for good cause shown.” Super R. Civ. P. 33(b) (emphasis added); *see also Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

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.

ANSWER TO INTERROGATORY NO. 14:

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30)* unless the court otherwise orders for good cause shown.” Super R. Civ. P. 33(b) (emphasis added); *see also Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

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.

ANSWER TO INTERROGATORY NO. 15:

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30)* unless the court otherwise orders for good cause shown.” Super R. Civ. P. 33(b) (emphasis added); *see also Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

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.

ANSWER TO INTERROGATORY NO. 16:

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30)* unless the court otherwise orders for good cause shown.” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[.]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

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.

ANSWER TO INTERROGATORY NO. 17:

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its

subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30)* unless the court otherwise orders for good cause shown.” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

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.

ANSWER TO INTERROGATORY NO. 18:

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30)* unless the court otherwise orders for good cause shown.” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

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.

ANSWER TO INTERROGATORY NO. 19:

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, "[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*" Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that "[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]") but clarifying that in setting that limitation, "we intended to provide that one could not exceed thirty interrogatories without prior court approval").

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.

ANSWER TO INTERROGATORY NO. 20:

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*” Super R. Civ. P. 33(b) (emphasis added); *see also Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

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.

ANSWER TO INTERROGATORY NO. 21:

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30)* unless the court otherwise orders for good cause shown.” Super R. Civ. P. 33(b) (emphasis added); *see also Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

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.

ANSWER TO INTERROGATORY NO. 22:

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30)* unless the court otherwise orders for good cause shown.” Super R. Civ. P. 33(b) (emphasis added); *see also Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

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

ANSWER TO INTERROGATORY NO. 23:

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30)* unless the court otherwise orders for good cause shown.” Super R. Civ. P. 33(b) (emphasis added); *see also Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[.]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

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

ANSWER TO INTERROGATORY NO. 24:

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30)* unless the court otherwise orders for good cause shown.” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[.]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

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.

ANSWER TO INTERROGATORY NO. 25:

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30)* unless the court otherwise orders for good cause shown.” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[.]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

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.

ANSWER TO INTERROGATORY NO. 26:

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[.]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

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.

ANSWER TO INTERROGATORY NO. 27:

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30)* unless the court otherwise orders for good cause shown.” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

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.

ANSWER TO INTERROGATORY NO. 28:

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30)* unless the court otherwise orders for good cause shown.” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]”

but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

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.

ANSWER TO INTERROGATORY NO. 29:

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30)* unless the court otherwise orders for good cause shown.” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[.]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

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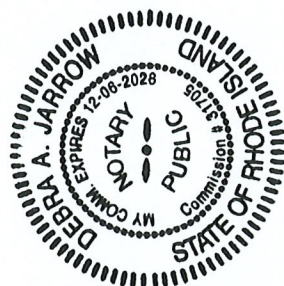
I, Loren Doyle, under the pains and penalty of perjury, declare that the foregoing is true based upon matters within my personal knowledge and information that has been assembled and provided to me and that the answers provided are correct, according to the best of my knowledge.

By: Loren Doyle
Loren Doyle

Dated: 10/20/25

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On this 20th day of October, 2025, before me, the undersigned notary, personally appeared Loren Doyle personally known to the notary, to be the person who signed above in my presence, and who swore or affirmed to the notary that the contents of the document are truthful to the best of his knowledge.



Debra A. Jarrow
NOTARY PUBLIC
My commission expires: 12-6-2028
Notary identification number: 31705

As to Objections,
Respectfully Submitted,
Plaintiff,
State of Rhode Island,
By its Attorneys,

/s/ Stephen N. Provazza

Sarah W. Rice, Esq. (#10588)
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CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of October 2025, I electronically served this document through the electronic filing system on counsel of record. The document electronically served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Edward D. Pare III

EXHIBIT 4



November 11, 2025

Wendy K. Venoit

VIA E-MAIL

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Re: *State of Rhode Island v. AECOM Technical Services, Inc., et al.*
Rhode Island Superior Court – Business Calendar
C.A. No. PC-2024-04526

Second Notice of Deficiency in the State's Discovery Responses to AECOM's First Request For Production of Documents and First Notice of Deficiency in the State's First Set of Interrogatories and Privilege Log

Dear Counsel:

This correspondence follows AECOM Technical Services, Inc.'s ("AECOM") prior deficiency letter dated September 19, 2025, and addresses unresolved deficiencies in the State of Rhode Island's ("State") discovery responses, including its responses to AECOM's first set of interrogatories dated October 20, 2025, supplemental responses to AECOM's first request for production of documents dated October 15, 2025, and the State's privilege log dated October 15, 2025.

Despite multiple meet-and-confer efforts, the State's amended responses remain deficient in several key respects. Pursuant to rules 26, 33, and 34 of the Rhode Island Superior Court Rules of Civil Procedure, AECOM hereby requests that the state supplement its responses and privilege log without further delay. Specifically:

I. DEFICIENCIES IN THE STATE'S INTERROGATORY RESPONSES

A. Improper Refusal Based on Interrogatory Count.

The State's objection that AECOM exceeded the permissible number of interrogatories under Rhode Island Superior Court Rule 33(b) is improper. Rule 33(b) limits a party to thirty (30) interrogatories, but it does not specify how subparts should be counted. Courts interpreting materially identical language under Federal Rule of Civil Procedure 33(a)(1) have consistently held that subparts are not counted separately if they are logically or factually subsumed within and necessarily related to the primary question. See *Safeco of Am. v. Rawstron*, 181 F.R.D. 441, 445 (C.D. Cal. 1998); *Kendall v. GES Exposition Servs., Inc.*, 174 F.R.D. 684, 685–86 (D. Nev. 1997); Fed. R. Civ. P. 33 advisory committee's note (1993).

Under that well-established standard, AECOM's interrogatories each present one primary inquiry directed to a discrete allegation of breach in the State's Amended Complaint, with limited subparts requesting the factual components necessary to form a complete response (e.g., identifying the contract provision, describing the manner of breach, identifying responsible persons, and describing resulting damages or supporting documents). Each subpart is thus "logically or factually subsumed within and necessarily related to the primary question" and should be counted as one interrogatory. *Safeco*, 181 F.R.D. at 445.

Rhode Island case law likewise treats the counting of subparts as a matter of judicial discretion, not arithmetic. See *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (recognizing that trial courts have discretion to determine whether interrogatories are excessive); *Francis v. Barber Auto Sales, Inc.*, 454 A.2d 703, 705 (R.I. 1983) (same). Neither case imposes a rule requiring each subpart to be counted separately.

Applying these principles, the State's assertion that AECOM "exceeded the number of interrogatories allowed" by including enumerated subparts (e.g., Interrogatory Nos. 1–5, each of which contains lettered components (a) through (f)) is unfounded. Each interrogatory seeks one ultimate factual disclosure—such as the basis of a specific contractual-breach allegation—and simply requests the factual particulars necessary to frame that answer. The State's counting of each enumerated subpart as a separate interrogatory contradicts the text and purpose of Rule 33 and the overwhelming weight of authority interpreting it.

Accordingly, AECOM demands that the State withdraw its objection based on Rule 33(b) and provide full and complete substantive responses to Interrogatories Nos. 8– 28 within ten (10) calendar days hereof.

II. PRIVILEGE LOG DEFICIENCIES.

AECOM remains significantly concerned with the State's October 15, 2025 Privilege Log, which continues to suffer from the same fundamental deficiencies identified in our September 19, 2025 Discovery Deficiency Letter. The State has failed to cure these issues, and its privilege assertions remain procedurally and substantively improper under Rule 26(b)(5) of the Rhode Island Superior Court Rules of Civil Procedure.

A. Deficient Privilege Log

By way of reminder, the State offered its privilege log after AECOM sent its first deficiency letter with respect to the State's responses to AECOM's document requests. The State promised the log by October 9, 2025 and ultimately produced it on October 15, 2025. As articulated in our second meet and confer call held on October 21, 2025, the log is procedurally deficient in that it

lacks the level of detail necessary to fully evaluate the State's assertions of privilege. For the following non-exhaustive list of reasons, the log is deficient:

- The log does not identify whether any of the authors or recipients are attorneys, notwithstanding the State's claims of attorney-client or work product privilege.
- The log combines both withholding and redactions without distinguishing between the two. As such, it is not clear whether a given log entry is a complete withholding of the referenced document or simply a partial redaction of the document.
- The log does not explain the basis of the withholding with sufficient detail and particularity to evaluate the propriety or applicability of the basis. This is discussed further in the paragraphs below.
- The log lacks sufficient descriptions to identify the nature and substance of the listed documents, making it difficult, if not impossible, to evaluate the validity of the withholding/redaction.

Notwithstanding AECOM's identification of these deficiencies during that October 21, 2025 call, the deficiencies have not been addressed to date. In addition to these procedural deficiencies, AECOM has the following substantive complaints with the State's stated bases for withholding and/or redaction.

B. Deliberative Process Privilege.

As detailed in our prior letter and during both of our meet and confer calls, the State has waived the deliberative process privilege by placing its internal decision-making directly at issue in this litigation. *See Rhode Island Economic Development Corp. v. Wells Fargo Securities, LLC*, No. PB125616, 2014 WL 3407982, at 3 (R.I. Super. July 7, 2014) (holding that a government agency waives the deliberative process privilege when its internal decision-making is central to its claims). The State's continued reliance on this alleged privilege as a basis for withholding/redaction is improper and obstructs meaningful evaluation of its claims.

Moreover, the State has assigned the deliberative process privilege to documents that do not appear to qualify under any reasonable interpretation of the privilege. For example:

- **RIDOT_000002310–RIDOT_000002315:** Correspondence from Barletta-Aetna JV to RIDOT regarding invoicing hours for November 2023. This is transactional correspondence, not deliberative in nature.
- **RIDOT_000005541–RIDOT_000005543:** "Internal office emails." No explanation is provided as to how these emails reflect policy deliberation.
- **RIDOT_000040805:** "Internal report summaries." The State fails to describe the subject matter or how these summaries are "pre-decisional" and "deliberative."
- **RIDOT_000054219–RIDOT_000054271 and RIDOT_000054272–RIDOT_000054411:** Draft RFP documents. While drafts may sometimes be deliberative, the State provides no context or explanation for withholding these documents, especially given that the RFP process is central to the State's claims.
- **RIDOT_000043698:** A "narrative" document with no description of its contents or relevance.

- **RIDOT_000049285–RIDOT_000049286:** “Internal Handwritten Notes” with no description of the contents, relevance, author or date.

These examples reflect a pattern of over-designation, where the State applies the deliberative process label to routine communications, financial records, and project documentation without any supporting detail. As previously cited, *Rhode Island Economic Development Corp. v. Wells Fargo Securities, LLC*, No. PB125616, 2014 WL 3407982, at 3 (R.I. Super. July 7, 2014), makes clear that when a government entity places its internal decision-making at issue—as the State has done here—it waives the privilege. The State’s continued reliance on this privilege is improper and obstructs meaningful evaluation of its claims.

Moreover, the State has failed to describe the nature of the withheld documents in a manner that enables AECOM to assess the applicability of the deliberative process privilege, as required by Rule 26(b)(5). The privilege log lacks any indication of whether the documents are pre-decisional, reflect deliberative communications or constitute factual material, or how they relate to specific policy decisions. Without such information, AECOM is unable to determine whether the privilege has been properly invoked or whether factual portions of the documents could be segregated and produced. The State’s failure to provide this foundational information renders its privilege assertions legally insufficient and further underscores the need for immediate corrective action.

C. Personal Information.

The State has also invoked “Personal Information” as a basis for withholding documents that do not appear to contain sensitive personal data. Examples include:

- **RIDOT_000025926, RIDOT_000025944–RIDOT_000025948:** Pay estimate recaps and payroll summaries. These documents relate to project costs and contractor payments, not personally identifiable information.
- **RIDOT_000001539–RIDOT_000001552:** Timesheets for Aetna workers. While some redaction may be appropriate, wholesale withholding under “Personal Information” is excessive without further justification.
- **RIDOT_000025926, RIDOT_000025944–RIDOT_000025948:** These entries simply state “Internal Handwritten Notes” and “Pay Estimate Recap.” The documents reflect project-level financial data and cost accounting—not personal identifiers such as social security numbers, medical records, or private contact information. The State has not explained what specific personal information is contained in these records or why redaction would not suffice.
- **RIDOT_000031858, RIDOT_000032334, RIDOT_000032350–RIDOT_000032354:** Meeting agendas and handwritten notes are withheld under the personal information designation. These documents typically contain project coordination details and scheduling—not sensitive personal data. The State has not identified any specific personal information within these records, nor has it explained why redaction would be insufficient.

The State’s failure to identify what constitutes “personal information” in each instance, or to explain why redaction is not feasible, prevents AECOM from meaningfully evaluating the legitimacy of these privilege claims. Without individualized descriptions or a clear basis for withholding, the State’s invocation of this protection is improper and must be cured. AECOM requests that the State either produce these documents with appropriate redactions or provide detailed explanations justifying their continued withholding.

D. Work Product.

The State has assigned the work product privilege to documents dating back decades, including correspondence from the 1990s (e.g., RIDOT_000001336–RIDOT_000001338, RIDOT_000001411–RIDOT_000001414). These entries do not reference any litigation or the anticipation of litigation that would trigger protection under the work product doctrine. Moreover, there is no indication in the privilege log whether any of the individuals listed in the “Author” or “Recipient” fields are attorneys, or whether the documents were prepared at the direction of counsel in anticipation of litigation.

Without such foundational information, the State’s invocation of the work product doctrine is unsupported. The State must explain the basis for asserting work product protection over these historical documents or withdraw its claim of privilege and produce the referenced documents. AECOM cannot meaningfully assess the applicability of the work product doctrine without knowing the legal context, the role of the individuals involved, and the nature of the documents withheld.

E. Attorney-Client Privilege.

Several entries assert attorney-client privilege without identifying whether the author or recipient is an attorney. For example, text messages involving “Pam Cotter, Liz P, Lori Fisette, John Igliozi, Director Alviti” (RIDOT_000007661–RIDOT_000007662) are labeled as attorney-client communications, yet no attorney is identified. The State must identify the legal personnel involved and explain the nature of the communication to justify the privilege.

F. “Non-Responsive Materials”.

The State has used “Non-Responsive Materials” as a basis for withholding numerous documents, including:

- RIDOT_000007717–RIDOT_000007723, RIDOT_000008661–RIDOT_000008867: Internal Office emails labeled as non-responsive without any description of their content.

This designation is problematic because the State provides no basis for determining whether the materials are truly non-responsive or improperly withheld. AECOM cannot evaluate the validity of this assertion without further details.

G. Deficient Descriptions.

The “Description” column in the State’s privilege log is wholly inadequate. Entries such as “Internal Office Emails,” “Correspondence,” or “Handwritten Notes” provide no indication of the subject matter, context, or relevance. Without meaningful descriptions, AECOM cannot evaluate the validity of the asserted privileges, as required under Rule 26(b)(5).

III. SUPPLEMENTAL RESPONSES TO AECOM’S FIRST REQUEST FOR PRODUCTION.

While the State’s October 15, 2025 Supplemental Responses address certain deficiencies identified in AECOM’s September 19, 2025 Discovery Deficiency Letter, many of the core issues remain unresolved. Chief among them is the State’s continued failure to clearly indicate whether it has produced or will produce responsive documents for numerous Requests for Production (“RFPs”). The State’s repeated invocation of “discovery is ongoing” and vague promises to produce documents “on or before November 14, 2025” do not satisfy its obligations under Rule 26.

For example:

- **In response to RFP Nos. 25, 27–31, 33–36, 39, 41**, and others, the State incorporates prior objections and then states that documents “are still being compiled and reviewed” and “will be produced...on or before November 14, 2025.” However, the State fails to confirm whether any documents have already been produced or whether any responsive documents exist at all. This ambiguity prevents AECOM from evaluating the sufficiency of the State’s production and assessing whether judicial intervention is necessary.
- In **RFP No. 35**, which seeks “[a]ll Documents and Communications discussing or analyzing the lack of response to Request for Proposals (Solicitation # TRFP24004195),” the State merely states that documents “are still being compiled and reviewed.” This is particularly problematic given the centrality of this RFP to the State’s claims and the need for AECOM to understand the State’s internal deliberations and communications regarding the failed procurement.
- Similarly, **RFP Nos. 77–80**, which concern traffic data and maintenance on the Eastbound Washington Bridge, remain deficient. The State continues to assert that it is “considering Plaintiff’s request for a condensed timeframe” and will produce documents “once an agreed-upon timeframe is reached.” This non-committal language fails to clarify whether responsive documents exist, whether any are being withheld, or when production will occur. These Requests are directly relevant to the State’s damages theory and cannot be left unresolved.
- In **RFP No. 81**, which seeks “[a]ll Documents and Communications relating to any alternative measures considered or implemented to mitigate the alleged increase in traffic volume on the Eastbound Washington Bridge,” the State again fails to identify any documents produced or confirm whether responsive documents exist.

The State’s continued reliance on vague, noncommittal language and its failure to confirm the existence or production of responsive documents are inconsistent with its obligations under Rule 34. AECOM is entitled to know whether responsive, non-privileged documents exist and whether they have been or will be produced. The State’s failure to provide this clarity impedes AECOM’s ability to assess compliance and prepare its defense.

We therefore demand that the State serve further amended responses that:

1. Clearly state, for each RFP, whether responsive, non-privileged documents exist;
2. Confirm whether any documents are being withheld on the basis of privilege or other objections;
3. Provide a date certain for the production of any outstanding responsive documents; and
4. With respect to RFP Nos. 77–80, identify within five (5) days of the date of this letter the specific timeframe the State contends should apply to these Requests. Upon receipt, AECOM will promptly respond with its position.

Absent full compliance, AECOM will have no choice but to seek relief from the Court, including filing a motion to compel and appropriate sanctions under Rule 37.

IV. AECOM'S REQUEST FOR THE STATE TO CURE DISCOVERY DEFICIENCIES

AECOM respectfully restates and renews its demands that the State take immediate and concrete steps to cure the discovery deficiencies outlined above. These deficiencies—spanning the State's privilege assertions, supplemental document responses, and interrogatory answers—have materially impeded AECOM's ability to evaluate the State's claims and prepare its defense. The State's continued reliance on vague objections, blanket privilege assertions, and incomplete disclosures is inconsistent with its obligations under the Rhode Island Superior Court Rules of Civil Procedure.

To that end, AECOM demands that the State:

1. Withdraw its objection based on Rule 33(b) and provide full and complete substantive responses to Interrogatories Nos. 8- 28 within ten (10) calendar days hereof
2. Serve amended responses to AECOM's First Request for Production and First Set of Interrogatories that clearly identify whether responsive, non-privileged documents exist and whether any documents are being withheld on the basis of privilege or other objections, including providing the basis and support for its asserting the deliberative process privilege;
3. Produce a complete and detailed privilege log that complies with Rule 26(b)(5), including individualized descriptions of each withheld document, the basis for the asserted privilege, and identification of any attorneys involved;
4. Clarify the timeframe it proposes to apply to RFP Nos. 77–80, so that the parties may promptly reach an agreement or seek judicial resolution; and
5. Provide a date certain for the production of all outstanding responsive documents, including those the State has indicated will be produced "on or before November 14, 2025."

AECOM requests confirmation within seven (7) days of this letter whether the State will provide the required supplementation. If the State fails to cure these deficiencies, AECOM will move to compel production and seek all appropriate relief under Rule 37, including costs and fees.

AECOM expressly reserves all rights with respect to the State's deficient responses, including the right to seek judicial relief.

Thank you.

Very truly yours,

COZEN O'CONNOR



By: Wendy K. Venoit

WKV

CC:
Lawrence Prosen, Esq. (*via email* - lprosen@cozen.com)
Michael Filbin, Esq. (*via email* - mfilbin@cozen.com)

EXHIBIT 5

From: Takisha Richardson <TRichardson@cohenmilstein.com>
Sent: Thursday, November 20, 2025 11:02 AM
To: Filbin, Michael <MFilbin@cozen.com>; ag@riag.ri.gov; srice@riag.ri.gov; sprovazza@riag.ri.gov; Theodore Leopold <tleopold@cohenmilstein.com>; Leslie Mitchell Kroeger <LKroeger@cohenmilstein.com>; Diana L. Martin <DMartin@cohenmilstein.com>; Poorad Razavi <prazavi@cohenmilstein.com>; js@savagelawpartners.com; mrobinson@savagelawpartners.com; epare@savagelawpartners.com
Cc: Venoit, Wendy K. <WVenoit@cozen.com>; Prosen, Lawrence M. <LProsen@cozen.com>; DeMattia, Melanie D. <MDeMattia@cozen.com>
Subject: RE: State of Rhode Island v. AECOM Technical Services, Inc., et. al. -- AECOM's Second Notice of Discovery Deficiency

****EXTERNAL SENDER****

Good morning,

Monday at 5 pm works.

Thanks.

Takisha Richardson
Attorney

COHENMILSTEIN

Cohen Milstein Sellers & Toll PLLC
11780 U.S. Highway One | Suite N500
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From: Filbin, Michael <MFilbin@cozen.com>
Sent: Thursday, November 20, 2025 10:59 AM
To: ag@riag.ri.gov; srice@riag.ri.gov; sprovazza@riag.ri.gov; Theodore Leopold <tleopold@cohenmilstein.com>; Leslie Mitchell Kroeger <LKroeger@cohenmilstein.com>; Diana L. Martin

<DMartin@cohenmilstein.com>; Poorad Razavi <prazavi@cohenmilstein.com>; Takisha Richardson <TRichardson@cohenmilstein.com>; js@savagelawpartners.com; mrobinson@savagelawpartners.com; epare@savagelawpartners.com

Cc: Venoit, Wendy K. <WVenoit@cozen.com>; Prosen, Lawrence M. <LProsen@cozen.com>; DeMattia, Melanie D. <MDeMattia@cozen.com>

Subject: RE: State of Rhode Island v. AECOM Technical Services, Inc., et. al. -- AECOM's Second Notice of Discovery Deficiency

Counsel:

We are writing to follow up on the attached discovery deficiency notice and to request a meet and confer session to discuss this matter further. We are available:

- Friday (11/21): 8-10 a.m., 12-5 p.m.
- Monday (11/24): 8-3 p.m., 4-5 p.m.
- Tuesday (11/25): 8-2 p.m, 4-5 p.m.

Please let us know if there is a time slot that works for you.

Thank you,
Mike



Michael Filbin
Associate | Cozen O'Connor
200 State Street, Suite 1105 | Boston, MA 02109
P: 617-849-5004 F: 646-225-5125
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From: Filbin, Michael

Sent: Wednesday, November 12, 2025 6:19 PM

To: ag@riag.ri.gov; srice@riag.ri.gov; sprovazza@riag.ri.gov; tleopold@cohenmilstein.com; lkroeger@cohenmilstein.com; dmartin@cohenmilstein.com; prazavi@cohenmilstein.com; trichardson@cohenmilstein.com; js@savagelawpartners.com; mrobinson@savagelawpartners.com; epare@savagelawpartners.com

Cc: Venoit, Wendy K. <WVenoit@cozen.com>; Prosen, Lawrence M. <LProsen@cozen.com>; DeMattia, Melanie D. <MDeMattia@cozen.com>

Subject: RE: State of Rhode Island v. AECOM Technical Services, Inc., et. al. -- AECOM's Second Notice of Discovery Deficiency

Counsel:

Please see attached.

Thank you,
Mike



Michael Filbin
Associate | Cozen O'Connor
200 State Street, Suite 1105 | Boston, MA 02109
P: 617-849-5004 F: 646-225-5125
[Email](#) | [Bio](#) | [Map](#) | [cozen.com](#)

From: Trapani, Julie <JTrapani@cozen.com>
Sent: Friday, September 19, 2025 9:28 AM
To: ag@riag.ri.gov; srice@riag.ri.gov; sprovazza@riag.ri.gov; tleopold@cohenmilstein.com; lkroeger@cohenmilstein.com; dmartin@cohenmilstein.com; prazavi@cohenmilstein.com; trichardson@cohenmilstein.com; js@savagelawpartners.com; mrobinson@savagelawpartners.com; epare@savagelawpartners.com
Cc: Venoit, Wendy K. <WVenoit@cozen.com>; Filbin, Michael <MFilbin@cozen.com>; Prosen, Lawrence M. <LProsen@cozen.com>
Subject: On Behalf of Wendy K. Venoit - Re: State of Rhode Island v. AECOM Technical Services, Inc., et. al. - RI Superior Court Business C.A. No. PC-2024-04526

Greetings Counselors,

Kindly refer to the attached Notice of Deficiency in the State's Responses to AECOM's First Request for Production of Documents relevant to the aforementioned subject matter.

Thank you for your time and attention to this matter.

Best regards,
Julie Trapani, LPA to
Wendy K. Venoit, Esq.



Julia (a/k/a Julie) Trapani
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