

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 FIRST SUPPLEMENTAL RESPONSES TO DEFENDANT JACOBS  
ENGINEERING GROUP, INC’S FIRST SET OF INTERROGATORIES DATED  
SEPTEMBER 24, 2025.**

Pursuant to Rule 33 of the Rhode Island Superior Court Rules of Civil Procedure, now comes the Plaintiff, the State of Rhode Island (the “Plaintiff” or “State”), and hereby submits the following first supplemental responses to Defendant Jacobs Engineering Group, Inc.’s First Set of Interrogatories dated September 24, 2025.

1. Identify and describe in detail the relationship to the State of each person who prepared or assisted in the preparation of the answers to any interrogatories served by Jacobs on the State in the Action, including any person who contributed subject matter knowledge, and state the specific answers that each person prepared or assisted in the preparation of.

**RESPONSE:**

**Loren Doyle**

**Title: Director of Operations**

**Responses Provided by Loren for question 1 through 10 and all subparts.**

2. Identify all documents relating to and persons involved in Jacobs' 2021 inspection of the Washington Bridge, and for each identified person describe in detail how that person was involved, provide the time period of that person's involvement, and provide that person's role and job responsibilities.

**RESPONSE: The Plaintiff Objects to this Interrogatory. The requested information is equally or readily available to the propounding party. Without waiving the same, the Plaintiff replies thusly:**

**RIDOT:**

- **David Cluley- Managing Engineer. Assigned task order, approved task order, approved invoice.**
- **Matthew Quinlan- Bridge Safety Inspector, Checked inspection.**
- **Vito Georgio – Bridge Safety Inspector, Checked inspection.**

**Jacobs:**

- **William Bill Cotter – Design QC Manager and Project QC Manager**
- **Matthew J. Coleman – Fabrication QC Manager**
- **Luis Olivera – Quality Control Administrator**
- **Donald Costell – Prepared Form CQP 1.02-1 August 7, 2024**
- **Brian Chamberlin - Prepared Form CQP 1.02-1 August 7, 2024**
- **Thomas Marshall – Discipline QC Reviewer**
- **Michael Oliver – Project Manager**
- **Tobin Wilson – Main Contact**
- **Darren Conboy – Load Rater and Quality Assurance and Control Manager**
- **Rebecca Williamson – Principal in Charge**
- **Vanessa Buonomano – Structural Engineer**
- **Francisca Karyadi – Staff Engineer and Complex Bridge Load Rating Specialist**

- **Thomas Cabana – Agency Coordination**

**Bridge Inspection Team Leaders:**

- **Anthony Richardson**
- **Chris Henquinet**
- **Brian Briselli**
- **Mark Thompson**
- **Alison Wall**
- **Kriste Whitman**

**Bridge Inspection Staff Inspectors:**

- **John Wilson**
- **Ryan Melchionno**
- **Stephanie O'hara**
- **Christopher Nasif**
- **Vaness aBeutel**
- **Tianai Qu**
- **Brendan Herridge**

**Underwater Bridge Inspection Divers**

- **Robert Garrity**
- **Ryan Breen**
- **Brett Esposito**

**Bridge Rating and Engineering Support**

- **Francisca Karyadi**
- **David Massenzio**
- **Xiumin Zeng**
- **Amgad Reiad**
- **Carolyn Bates**

**Technicians**

- **Susan Gunn**
- **Edward Gallagher**

See BATES: RIDOT\_000011098; RIDOT\_000011097; RIDOT\_000011100;  
RIDOT\_0000003824; RIDOT\_0000003825;RIDOT\_000034737; RIDOT\_000061767-  
RIDOT\_00062062; RIDOT\_000061286-RIDOT\_000061302; RIDOT\_000061040-  
RIDOT\_000061061; RIDOT\_000058081-RIDOT\_000058325; RIDOT\_000057952-  
RIDOT\_000058068; RIDOT\_000057413-RIDOT\_000057529; RIDOT\_000057180-  
RIDOT\_000057201; RIDOT\_000055317-RIDOT\_000055382; RIDOT\_000055211-  
RIDOT\_000055276; RIDOT\_000055104-RIDOT\_000055170; RIDOT\_000054997-

RIDOT\_000055063; RIDOT\_000054718-RIDOT\_000054782; RIDOT\_000054638-  
RIDOT\_000054700; RIDOT\_000045121-RIDOT\_000045130; RIDOT\_000064871;  
RIDOT\_000064870; RIDOT\_000064872; RIDOT\_000064873; RIDOT\_000064874;  
RIDOT\_000064875; RIDOT\_000064876 - RIDOT\_000064876; RIDOT\_000064877 -  
RIDOT\_000064877; RIDOT\_000064878 - RIDOT\_000064878; RIDOT\_000064879-  
RIDOT\_000064883; RIDOT\_000064884 - RIDOT\_000064907; RIDOT\_000064908 -  
RIDOT\_000064908; RIDOT\_000064909 - RIDOT\_000064909; RIDOT\_000064910 -  
RIDOT\_000064911; RIDOT\_000064912- RIDOT\_000064916; RIDOT\_000064917-  
RIDOT\_000064940; RIDOT\_000065253 - RIDOT\_000065256; RIDOT\_000064941-  
RIDOT\_000064942; RIDOT\_000064943- RIDOT\_000064949; RIDOT\_000064950-  
RIDOT\_000064956; RIDOT\_000064957- RIDOT\_000065252.

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

3. Describe in detail all problems related to the Washington Bridge's tie-down rods, including but not limited to, (i) providing a detailed description of such problems; (ii) providing all facts demonstrating the existence of such problems; (iii) stating when and how the State learned of such problems; (iv) stating whether, when, and how the State informed Jacobs of such problems; (v) identifying all persons involved with or having knowledge of such problems; and (vi) identifying all documents related to such problems.

**RESPONSE: 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:**

- i.-vi. **Jacobs failed to recognize the importance or significance of the tie-down rods, as evidenced by its failure to identify their existence, much less their significance to the stability of the Washington Bridge. Before the December 2023 discovery by VHB, Jacobs, along with every other contractor, made no reference to or mention of the tie-down rods.**

**Jacobs had a duty to familiarize itself with the history of the Bridge, its design, prior inspections, and reports. Had Jacobs fulfilled these duties, it would have recognized the importance or significance of the**

**tie-down rods before its regular, special, and underwater inspections of the Washington Bridge in 2021. At a minimum, Jacobs 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 performed by it in 2021.**

**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 before December 2023. RIDOT reasonably and justifiably relied on the bridge inspectors, designers, and consultants, including Jacobs, to provide RIDOT with that information. None did so.**

**Please see Bates: RIDOT\_000000001– RIDOT\_000065256**

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

4. Describe in detail all problems related to the Washington Bridge's post-tensioned cantilever beams and post-tensioning system, including but not limited to, (i) providing a detailed description of such problems; (ii) providing all facts demonstrating the existence of such problems; (iii) stating when and how the State learned of such problems; (iv) stating whether, when, and how the State informed Jacobs of such problems; (v) identifying all persons involved with or having knowledge of such problems; and (vi) identifying all documents related to such problems.

**RESPONSE: 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:**

**Jacobs failed to recognize the importance or significance of the Bridge's post-tensioned cantilever beams and post-tensioning system, resulting in Jacobs' failure to inform the State of appropriate maintenance and/or rehabilitation that was necessary to ensure the longevity and safety of the Washington Bridge.**

**i.-vi. Jacobs had a duty to appreciate the significance of the Washington Bridge’s post-tensioning system. At a minimum, Jacobs should have known that the post-tensioned cantilever beams were located at Piers 6 & 7 (“Unbalanced Cantilevers”) of the Washington Bridge. Had Jacobs complied with its obligation to review the Original Bridge Design, it would have known that the ends of the Unbalanced Cantilevers were secured to the Pier 6 & 7 Beam Sets by high-strength tension Rods (“Tie-Down Rods”). Jacobs, in undertaking the performance of inspections of the Washington Bridge, should have known that between the ends of the Unbalanced Cantilevers at the Beam Sets, there were concrete diaphragms with Tie-Down Rods embedded within them. Jacobs should have known that steel cables were inserted into galvanized sleeves or ducts and tensioned to the amounts specified in the plans (“post-tensioned”). Jacobs also should have known that once the cables were post-tensioned, the Cables were anchored, and grout was inserted into sleeves or ducts to prevent rusting of the Cables. Although the Post-Tensioned Cables were not visible, they were critical to the cantilevers’ ability to carry live loads and the stability of the Washington Bridge, especially the Unbalanced Cantilevers at Piers 6 & 7. Had Jacobs familiarized itself with this information, it would have been better equipped to advise RIDOT of the Bridge's condition and the need for repairs to the post-tensioning system well in advance of the December 2023 emergency shutdown.**

**In addition to the above, Jacobs had a duty to familiarize itself with the history of the Bridge, its design, prior inspections, and reports. Had Jacobs fulfilled these duties, it would have recognized the importance or significance of the post-tensioning system before its regular, special, and underwater inspections of the Washington Bridge in 2021. At a minimum, Jacobs should have recognized the existence of the post-tensioning system and its importance to the stability of the Washington Bridge in connection with each inspection, report, or communication performed by it in 2021.**

**Jacobs’ 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 available to all inspectors, and which would and should have revealed to Jacobs 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 available to all inspectors, and which would and should have revealed to Jacobs 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 Jacobs to fully develop an understanding of the Washington Bridge's post-tensioning system, structural elements, and unique design to make professionally sound recommendations to address threats to public safety.

In failing to conduct a proper or reasonably adequate detailed research and a review of the bridge structure file for the Washington Bridge, Jacobs breached the contractual provisions cited below in response to Interrogatory 5 and failed to recognize not only the existence or condition of the post-tensioning system, but also its 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 any 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 identify for the State of Rhode Island the existence of conditions constituting an immediate threat to public safety. As a direct and proximate result of Jacobs' failure to conduct a detailed research and review of the bridge structure file, including but not limited to previous inspection reports, drawings, and plans, its failure to conduct an inspection in accordance with the inspection contracts, its failure to perform evaluations and report to the State as required by the contracts, and its failure to recommend evaluation of conditions constituting a threat to public safety as required by the contracts, 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. Jacobs' failure to perform adequate evaluations and report to the State as required 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 the 2021 inspection forward, the expenditure of money to demolish and replace the

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

**See BATES: RIDOT\_0000177733-RIDOT\_000017779; RIDOT\_000017780-RIDOT\_000017786; RIDOT\_000017787-RIDOT\_000018082.**

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

5. Identify all contracts between Jacobs and the State relating to Jacobs' 2021 inspection of the Washington Bridge, state the specific provisions of such contracts Jacobs breached, describe in detail how Jacobs breached such contracts, identify all persons with knowledge or involvement in such breaches, and identify all documents related to such breaches.

**RESPONSE:**

**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: See response to Interrogatory No. 2. Additionally, the Plaintiff states:**

**a. Jacobs breached at least the following contractual provisions:**

1. On or about September 10, 2019, Jacobs submitted a response to the State of Rhode Island's Request for Proposal—Bid #7598914 ("2019 RFP"), which sought to establish a Master Price Agreement with qualified firms to provide Statewide On-Call Bridge Inspection and Load Rating Services and other related tasks ("2019 MPA 359"). Jacobs' response to the 2019 RFP indicated that it had "extensive experience providing bridge inspection and rating services...throughout New England." Jacobs noted that: "[o]ur inspectors all know how important a properly planned inspection is to ensure the safety of our inspection team as well as the safety of the traveling public who will both...rely on the safe use of the bridge moving forward." Jacobs also stated that "[o]ur bridge inspectors are well trained and have decades of experience with inspecting bridges of all types and condition...[w]ith Jacobs as one of your consultants,

**RIDOT can be confident that the inspections and ratings required for its almost 1,200 bridges will be conducted properly, safely, and within the allowed inspection frequencies.”**

**The 2019 RFP provides that “[a]ll inspections and load ratings are to be performed in accordance with the NBIS, the RI Bridge Inspection Manual, the RI Bridge Load Rating Guidelines, and all other applicable Federal and State Regulations.” The 2019 RFP requires the successful bidder to: “Perform bridge inspections and load ratings for both NBI & NON-NBI bridges in accordance with the NBIS, the RI Bridge Inspection Manual, the RI Bridge Load Rating Guidelines, the current AASHTO Manual for Bridge Element Inspection and all other applicable Federal and State Regulations.” The 2019 RFP also requires the successful bidder to: “[p]rovide emergency/high priority repair plans, specifications, estimates and related services as required by RIDOT for preparation of construction bid documents related to bridge inspection and load ratings.”**

**Jacobs was selected for inclusion in the 2019 MPA 359 on or about April 1, 2020.**

- 2. The Notice of Contract Purchase Agreement forms issued to Jacobs as successful bidder in connection with the 2019 RFP, specifically incorporate: (1) the specifications, terms and conditions set forth in the RFP; the General Terms and Conditions of Contracts for the State of Rhode Island; and all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island.**
- 3. Pursuant to the foregoing, Jacobs incorporated into its inspection services for the State of Rhode Island, among other things, the obligation to adhere to 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”).**

4. **Jacobs' obligations pursuant to the 2019 RFP to adhere to all applicable State and Federal laws and Regulations also included the following:**
- a. **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);**
  - b. **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);**
  - c. **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);**
  - d. **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);**
  - e. **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);**
  - f. **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);**
  - g. **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” Jacobs, see State of Rhode Island**

**Procurement Regulations: Section 12 Rhode Island Department of Transportation Projects at § 12.104.14; and**

- h. 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 [Jacobs'] 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.**
  
- b. Jacobs failed to comply with, or breached, the above-cited provisions by failing to conduct a proper or reasonably adequate research and review of the bridge structure file for the Washington Bridge, including but not limited to previous inspection reports, drawings and plans, and by failing to notify the State of those areas that constituted a threat to public safety so that adequate measures could be taken.**
  
- c. Jacobs' 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 available to all inspectors, and which would and should have revealed to Jacobs 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 available to all inspectors, and which would and should have revealed to Jacobs 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 Jacobs 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 to address threats to public safety.**

d. In failing to conduct a proper or reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge, Jacobs breached the above-cited contractual provisions and failed to recognize not only the existence or condition 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 identify for the State of Rhode Island the existence of conditions constituting an immediate threat to public safety. As a direct and proximate result of Jacobs' failure to conduct a detailed research and review of the bridge structure file, including but not limited to previous inspection reports, drawings, and plans, its failure to conduct an inspection in accordance with the inspection contracts, its failure to perform evaluations and report to the State as required by the contracts, and its failure to recommend evaluation of conditions constituting a threat to public safety as required by the contracts, 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. Jacobs' failure to perform adequate evaluations and report to the State as required 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 the 2016 inspection forward, the expenditure of money to demolish and replace the Washington Bridge, and physical wear and tear damage to the Eastbound Washington Bridge.

e. Please see Bates: RIDOT\_000064943- RIDOT\_000064949;  
RIDOT\_000017733-000018082

#### **FIRST SUPPLEMENTAL RESPONSE:**

**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: See response to Interrogatory No. 2. Additionally, the Plaintiff states:

f. Jacobs breached at least the following contractual provisions:

5. On or about September 10, 2019, Jacobs submitted a response to the State of Rhode Island's Request for Proposal—Bid #7598914 ("2019 RFP"), which sought to establish a Master Price Agreement with qualified firms to provide Statewide On-Call Bridge Inspection and Load Rating Services and other related tasks ("2019 MPA 359"). Jacobs' response to the 2019 RFP indicated that it had "extensive experience providing bridge inspection and rating services...throughout New England." Jacobs noted that: "[o]ur inspectors all know how important a properly planned inspection is to ensure the safety of our inspection team as well as the safety of the traveling public who will both...rely on the safe use of the bridge moving forward." Jacobs also stated that "[o]ur bridge inspectors are well trained and have decades of experience with inspecting bridges of all types and condition...[w]ith Jacobs as one of your consultants, RIDOT can be confident that the inspections and ratings required for its almost 1,200 bridges will be conducted properly, safely, and within the allowed inspection frequencies."

The 2019 RFP provides that "[a]ll inspections and load ratings are to be performed in accordance with the NBIS, the RI Bridge Inspection Manual, the RI Bridge Load Rating Guidelines, and all other applicable Federal and State Regulations." The 2019 RFP requires the successful bidder to: "Perform bridge inspections and load ratings for both NBI & NON-NBI bridges in accordance with the NBIS, the RI Bridge Inspection Manual, the RI Bridge Load Rating Guidelines, the current AASHTO Manual for Bridge Element Inspection and all other applicable Federal and State Regulations." The 2019 RFP also requires the successful bidder to: "[p]rovide emergency/high priority repair plans, specifications, estimates and related services as required by RIDOT for preparation of construction bid documents related to bridge inspection and load ratings."

Jacobs was selected for inclusion in the 2019 MPA 359 on or about April 1, 2020.

6. The Notice of Contract Purchase Agreement forms issued to Jacobs as successful bidder in connection with the 2019 RFP, specifically incorporate: (1) the specifications, terms and conditions set forth in the RFP; the General Terms and Conditions of Contracts for the State of Rhode Island; and all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island.
7. Pursuant to the foregoing, Jacobs incorporated into its inspection services for the State of Rhode Island, among other things, the obligation to adhere to 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").
8. Jacobs' obligations pursuant to the 2019 RFP to adhere to all applicable State and Federal laws and Regulations also included the following:
  - a. The duty to "perform their services only in the areas of their competence according to current standards of technical competence[,]" see 430-RICR-00-00-1.7(B)(1);
  - b. The duty to "recognize their responsibility to the public and . . . represent themselves before the public only in an objective and truthful manner," see 430-RICR-00-00-1.7(B)(2);
  - c. 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 430-RICR-00-00-1.7(C)(1);

- d. The duty to “undertake assignments only when qualified by education or experience in the specific technical fields of engineering involved,” see 430-RICR-00-00-1.7(D)(1);
  - e. The duty to “not affix their signatures or seals to any drawings or documents dealing with subject matter in which they lack competence,” see 430-RICR-00-00-1.7(D)(2);
  - f. 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 430-RICR-00-00-1.7(E)(1);
  - g. 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” Jacobs, see State of Rhode Island Procurement Regulations: Section 12 Rhode Island Department of Transportation Projects at § 12.104.14; and
  - h. 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 [Jacobs’] 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.
- g. Jacobs failed to comply with, or breached, the above-cited provisions by failing to conduct a proper or reasonably adequate research and review of the bridge structure file for the Washington Bridge, including but not limited to previous inspection reports, drawings and plans, and by failing to notify the State of those areas that constituted a threat to public safety so that adequate measures could be taken.
- h. Jacobs’ 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 available to all inspectors, and which would and should have revealed to Jacobs 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 available to all inspectors, and which would and should have revealed to Jacobs 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 Jacobs 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 to address threats to public safety.**
- i. In failing to conduct a proper or reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge, Jacobs breached the above-cited contractual provisions and failed to recognize not only the existence or condition 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 identify for the State of Rhode Island the existence of conditions constituting an immediate threat to public safety. As a direct and proximate result of Jacobs' failure to conduct a detailed research and review of the bridge structure file, including but not limited to previous inspection reports, drawings, and plans, its failure to conduct an inspection in accordance with the inspection contracts, its failure to perform evaluations and report to the State as required by the contracts, and its failure to recommend evaluation of conditions constituting a threat to public safety as required by the contracts, 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.**

**Jacobs' failure to perform adequate evaluations and report to the State as required 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 the 2021 inspection forward, the expenditure of money to demolish and replace the Washington Bridge, and physical wear and tear damage to the Eastbound Washington Bridge.**

**j. Please see Bates: RIDOT\_000064943- RIDOT\_000064949;  
RIDOT\_000017733-000018082**

6. Describe in detail any extra-contractual duties Jacobs owed the State in connection with Jacobs' 2021 inspection of the Washington Bridge, provide a detailed explanation of the basis for such duties, describe in detail how Jacobs breached such duties, and identify all documents related to the existence or breach of such duties.

**RESPONSE: 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:**

**Jacobs owed the State a duty to conform to the standard of skill, care, and diligence exercised by the average professional engineering, consulting, bridge inspection, and design firm. Second, Jacobs as a professional engineering firm, has specific duties imposed by law, which include:**

- a. 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);
- b. 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);
- c. 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);

d. 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);

e. 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);

f. 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);

g. 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” Jacobs, see State of Rhode Island Procurement Regulations: Section 12 Rhode Island Department of Transportation Projects at § 12.104.14; and

h. 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 [Jacobs’] 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.

Third, in connection with its responses to the 2019 RFP, Jacobs assumed and owed to the State fiduciary duties. Jacobs held itself out to the State as a trusted expert in professional engineering, consulting, construction, and design. Among other statements, Jacobs represented to the State:

1. That it had “extensive experience providing bridge inspection and rating services...throughout New England.”
2. That its: “inspectors all know how important a properly planned inspection is to ensure the safety of our inspection team as well as the safety of the traveling public who will both...rely on the safe use of the bridge moving forward.”
3. That its “bridge inspectors are well trained and have decades of experience with inspecting bridges of all types and condition”
4. That: “[w]ith Jacobs as one of your consultants, RIDOT can be confident that the inspections and ratings required for its almost 1,200 bridges will be conducted properly, safely, and within the allowed inspection frequencies.”

The State reasonably and justifiably relied on Jacobs’ purported expertise in the professional engineering, inspection, consulting, construction, and design industry, and Jacobs’ representations about its expertise, in selecting Jacobs as an inspector tasked with inspecting the Washington Bridge.

Jacobs failed to comply with, or breached, the above-cited duties by failing to conduct a proper or reasonably adequate research and review of the bridge structure file for the Washington Bridge, including but not limited to previous inspection reports, drawings and plans, and by failing to notify the State of those areas that constituted a threat to public safety so that adequate measures could be taken.

The State contends that Jacobs 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, Jacobs should have identified in its 2016 and 2022 inspections: (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 deteriorated condition of the tie-down rods; and (4) 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 in order to identify for the state those areas that constituted a threat to public safety so that adequate measures could be taken.

**As a direct and proximate result of Jacobs' negligent failure to conduct a detailed research and review of the bridge structure file, including but not limited to previous inspection reports, drawings, and plans, 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. Jacobs' failure to perform adequate evaluations and report to the State as required directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money for repair and other work following the 2016 inspection, the expenditure of money to demolish and replace the Washington Bridge, and the physical wear and tear damage to the Eastbound Washington Bridge.**

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

**See BATES: RIDOT\_0000177733-RIDOT\_000017779; RIDOT\_000017780-000017786; RIDOT\_000017787-000018082.**

**FIRST SUPPLEMENTAL RESPONSE:**

**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:**

**Jacobs owed the State a duty to conform to the standard of skill, care, and diligence exercised by the average professional engineering, consulting, bridge inspection, and design firm. Second, Jacobs as a professional engineering firm, has specific duties imposed by law, which include:**

- a. The duty to "perform their services only in the areas of their competence according to current standards of technical competence [,]" see 430-RICR-00-00-1.7(B)(1);**
- b. The duty to "recognize their responsibility to the public and . . . represent themselves before the public only in an objective and truthful manner," see 430-RICR-00-00-1.7(B)(2);**

**c. 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 430-RICR-00-00-1.7(C)(1);**

**d. The duty to “undertake assignments only when qualified by education or experience in the specific technical fields of engineering involved, “see 430-RICR-00-00-1.7(D)(1);**

**e. The duty to “not affix their signatures or seals to any drawings or documents dealing with subject matter in which they lack competence,” see 430-RICR-00-00-1.7(D)(2);**

**f. 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 430-RICR-00-00-1.7(E)(1);**

**g. 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” Jacobs, see State of Rhode Island Procurement Regulations: Section 12 Rhode Island Department of Transportation Projects at § 12.104.14; and**

**h. 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 [Jacobs’] 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.**

**Third, in connection with its responses to the 2019 RFP, Jacobs assumed and owed to the State fiduciary duties. Jacobs held itself out to the State as a trusted expert in professional engineering, consulting, construction, and design. Among other statements, Jacobs represented to the State:**

**5. That it had “extensive experience providing bridge inspection and rating services...throughout New England.”**

6. That its: “inspectors all know how important a properly planned inspection is to ensure the safety of our inspection team as well as the safety of the traveling public who will both...rely on the safe use of the bridge moving forward.”
7. That its “bridge inspectors are well trained and have decades of experience with inspecting bridges of all types and condition”
8. That: “[w]ith Jacobs as one of your consultants, RIDOT can be confident that the inspections and ratings required for its almost 1,200 bridges will be conducted properly, safely, and within the allowed inspection frequencies.”

The State reasonably and justifiably relied on Jacobs’ purported expertise in the professional engineering, inspection, consulting, construction, and design industry, and Jacobs’ representations about its expertise, in selecting Jacobs as an inspector tasked with inspecting the Washington Bridge.

Jacobs failed to comply with, or breached, the above-cited duties by failing to conduct a proper or reasonably adequate research and review of the bridge structure file for the Washington Bridge, including but not limited to previous inspection reports, drawings and plans, and by failing to notify the State of those areas that constituted a threat to public safety so that adequate measures could be taken.

The State contends that Jacobs 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, Jacobs should have identified in its 2021 inspections: (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 deteriorated condition of the tie-down rods; and (4) 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 in order to identify for the state those areas that constituted a threat to public safety so that adequate measures could be taken.

As a direct and proximate result of Jacobs’ negligent failure to conduct a detailed research and review of the bridge structure file, including but not limited to

previous inspection reports, drawings, and plans, 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. Jacobs' failure to perform adequate evaluations and report to the State as required directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money for repair and other work following the 2021 inspection, the expenditure of money to demolish and replace the Washington Bridge, and the physical wear and tear damage to the Eastbound Washington Bridge.

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

See **BATES: RIDOT\_0000177733-RIDOT\_000017779; RIDOT\_000017780-000017786; RIDOT\_000017787-000018082.**

7. Provide all facts and identify all documents supporting the State's allegation in Paragraph 171 of the Amended Complaint that Jacobs breached its inspection contract by failing to:
  - a. conduct a detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to, previous inspection reports, drawings, and plans;
  - b. conduct an inspection of the Washington Bridge in conformance with the inspection contract;
  - c. perform evaluations and report to the State as required by the contract;
  - d. recommend needed repairs in accordance with the requirements of the contract; and
  - e. otherwise comply with its contractual obligations.

**RESPONSE: See Response Above to Interrogatory Numbers 3, 4, 6, and accompanying BATES identified.**

8. Provide all facts and identify all documents supporting the State's allegations in Paragraph 176 of the Amended Complaint that Jacobs breached its duty of care by failing to:
  - a. conduct a reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to, previous inspection reports, drawings, and plans;
  - b. conduct an inspection of the Washington Bridge in conformance with the standard of care customary in the professional engineering, consulting, construction, and design industry;
  - c. recognize the importance and significance of the tie-down rods as critical to the stability of the Washington Bridge;

- d. perform an investigation into or evaluation of the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams;
- e. recommend repairs to address the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams;
- f. ensure they possessed adequate technical competence, experience, and skill to perform the work; and
- g. honestly convey their past experience and competence when soliciting to be chosen by the State to perform the work.

**RESPONSE: See Response Above to Interrogatory Numbers 3, 4, 5, 6, and accompanying BATES identified.**

9. Describe in detail any increased wear and tear damage that the Eastbound Washington Bridge has suffered due to the closure of the Washington Bridge, including but not limited to, (i) calculating the amount of wear and tear damage; (ii) providing all facts supporting such calculation; (iii) identifying all persons with knowledge of the wear and tear damage; and (iv) identifying all documents related to the wear and tear damage.

**RESPONSE: The Plaintiff objects to this Request because it seeks documents, communications, and/or information that is or may be protected from disclosure by the attorney-client privilege, the 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. Subject to those objections, and without waiving the same, Bridge 020001 (Bridge 200) was designed to handle 6 lanes of traffic, however, since its opening in 2008 and prior to the closure of Washington Bridge 070001 (Bridge 700), the Department was only utilizing 5 lanes of travel on Bridge 200 with traffic volume of 90,000 Average Daily Traffic (ADT). Since the closure of Bridge 700, the Department added a 6<sup>th</sup> lane of travel to Bridge 200 and now has 160,000 ADT, its full design capacity. Furthermore, the increased maintenance activities on Bridge 200 since the Washington Bridge 070001 structure was closed has been the replacement of 55 scupper grates, additional deck spall repairs due to the increased ADT, and 68 separate work orders for Bridge 020001 from 12/11/23 to present. See previously produced BATES RIDOT\_000049738- RIDOT\_000049852. Discovery is ongoing and investigation continues, and the State reserves the right to supplement this response accordingly.**

10. Describe in detail the State's policies, procedures, guidelines, instructions, requirements, and protocols that governed Jacobs' 2021 inspection of the

Washington Bridge, provide all facts supporting the same, identify all persons with knowledge of the same, and identify all documents related to the same.

**RESPONSE: See Response Above to Interrogatory Numbers 2, 5 and 6 and accompanying BATES identified.**

11. Describe in detail the State's roles and responsibilities in connection with Jacobs' 2021 inspection of the Washington Bridge, provide all facts supporting the same, identify all persons with knowledge of the same, and identify all documents related to the same.

**RESPONSE: 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, JACOBS' 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").**

**FIRST SUPPLEMENTAL RESPONSE: Subject to prior objections stated above, and without waiving same, the State responds as follows:**

- **RIDOT's roles and responsibilities in connection with Jacobs' 2021 inspection of Washington Bridge included the administration and oversight of the bridge inspection program in accordance with the National Bridge Inspection Standards ("NBIS") and the Rhode Island Bridge Inspection Manual. RIDOT personnel assigned to the inspection included:**
  - **David Cluley - Managing Engineer. Assigned task order, approved task order, approved invoice.**
  - **Matthew Quinlan - Bridge Safety Inspector. Checked inspection.**
  - **Vito Georgio - Bridge Safety Inspector. Checked inspection.**
- **RIDOT relied upon Jacobs, as the contracted inspection firm, to conduct the inspection in accordance with professional standards and to identify and report conditions requiring repair or further investigation. RIDOT's role was to**

receive, review, and act upon the inspection reports and recommendations provided by Jacobs and other inspection contractors.

- The State contends that its reliance on Jacobs to properly inspect the Washington Bridge and to identify areas constituting a threat to public safety was reasonable and justifiable. Jacobs represented to the State that it had "extensive experience providing bridge inspection and rating services...throughout New England" and that its "bridge inspectors are well trained and have decades of experience with inspecting bridges of all types and condition."
- See Response to Interrogatory Nos. 2, 5, and 6 and accompanying BATES identified.

12. Identify all documents that were provided or otherwise made available to Jacobs in connection with Jacobs' 2021 inspection of the Washington Bridge and for each document identify who provided the document and the date it was provided.

**RESPONSE:** 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, JACOBS' 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").

**FIRST SUPPLEMENTAL RESPONSE:** Subject to prior objections stated above, and without waiving same, the State responds as follows:

The Plaintiff objects to this Interrogatory on the ground that the requested information is equally or readily available to the propounding party. Without waving said objection, the Plaintiff responds that Jacobs was provided with access to the bridge structure file for the Washington Bridge, which contained, among other things:

1. The original design plans for the Washington Bridge (the "Original Design Plans");
2. The design plans and drawings for the 1996-1998 rehabilitation of the Washington Bridge under R.I. Contract No. 9603;
3. Prior inspection reports;
4. As-built drawings;
5. Previous NBIS inspection reports and data;
6. September 10, 2019 RFP; and
7. Other plans and documents necessary for the contractor to develop an understanding of the Washington Bridge's structural elements and unique design.

Jacobs had a duty to familiarize itself with the history of the Bridge, its design, prior inspections, and reports. The Rhode Island Department of Transportation's Bridge Inspection Manual provides 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."

**RESPONSE:** See Response to Interrogatory Nos. 2, 5, and 6 and accompanying BATES identified.

13. Describe in detail the State's policies, procedures, guidelines, instructions, requirements, and protocols that governed work candidates or repair recommendations for the Washington Bridge in 2021, provide all facts supporting the same, identify all persons with knowledge of the same, and identify all documents related to the same.

**RESPONSE:** 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, JACOBS' 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”).

**FIRST SUPPLEMENTAL RESPONSE:** Subject to prior objections stated above, and without waiving same, the State responds as follows:

- The State denies that it had a written work candidate policy in place at the time of Jacobs' 2021 inspection of the Washington Bridge that instructed inspectors not to make rehabilitation recommendations for bridges rated "4 - Poor" or lower.
- Jacobs' obligations pursuant to the 2019 RFP included the requirement to "[p]rovide emergency/high priority repair plans, specifications, estimates and related services as required by RIDOT for preparation of construction bid documents related to bridge inspection and load ratings." Jacobs was required to perform bridge inspections in accordance with the NBIS, the RI Bridge Inspection Manual, the RI Bridge Load Rating Guidelines, and all other applicable Federal and State Regulations.
- Jacobs had contractual obligations to recommend necessary repairs, and the State relied on those recommendations. At a minimum, Jacobs should have recognized the existence of the tie-down rods and the post-tensioning system and their importance to the stability of the Washington Bridge, and should have recommended an investigation into, or an evaluation of, the condition of these critical structural elements.

**See Response to Interrogatory Nos. 4, 5, and 6 and accompanying BATES identified.**

14. Describe in detail any and all money, funding, grants, subsidies, or other resources that the State has received and/or expects to receive related to the closure, demolition, or replacement of the Washington Bridge, including (i) the specific purpose of each payment; (ii) who made such payment; (iii) the amount of the payment; (iv) the date of the payment; (v) the identity of all persons with knowledge of the payment; and (vi) the identity of documents sufficient to evidence the payment.

**RESPONSE:** 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, JACOBS' 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”).

**FIRST SUPPLEMENTAL RESPONSE:** The State has received or expects to receive the following Federal monies, funding, and/or grants relative to the demolition and reconstruction of the Bridge:

**Demolition:**

- **Grant Anticipation Revenue Vehicles (“GARVEE”) Bond Proceeds, which are then matched by the following State Funds: (1) State Fiscal Recovery Funds (SFRF); and (2) Rhode Island Capital Plan Fund (RICAP). A Funding Table for the Demolition Project is depicted below:**

<b>Demolition Project Funding Table</b>	
(in millions)	
GARVEE Bond Proceeds	\$78.26
SFRF Funds	\$19.27
RICAP Funds	\$0.30
<b>Current Engineer's Estimate</b>	<b>\$97.83</b>

**The Reconstruction:**

- **RIDOT was awarded two Discretionary Grants, which are intended to fund most of the 80% Federal share of the Reconstruction project. Those two grants were:**
  - **A Mega Grant (under the National Infrastructure Project Assistance Program) in the amount of \$125 million, which RIDOT was awarded on September 20, 2024; and**
  - **An INFRA Grant (under the Nationally Significant Multimodal Freight & Highway Projects Program) in the amount of \$95.5 million, which RIDOT was awarded on October 16, 2024.**

- **A 2019 “BUILD” Grant in the amount of \$13.16 million will be repurposed to fund another portion of the 80% Federal share.**
- **Federal Formula Bridge Funding in the approximate amount of \$16.91 million will be used to fund a portion of the 80% Federal share.**
- **GARVEE Bond proceeds will fund the remaining 80% of the Federal share that the grants do not cover.**

**For its 20% match, the State will then use SFRF and RICAP funds.**

**A Funding Table for the Reconstruction Project, is depicted below:**

<b>Reconstruction Funding Table</b>	
<b>(in millions)</b>	
2019 Build Grant	\$13.16
Mega Grant	\$125.00
INFRA grant	\$95.50
Federal Bridge Formula Funding	\$16.91
GARVEE Bond Proceeds	\$91.73
SFRF Funds	\$11.15
RICAP Funds	\$74.43
<b>Current Engineer's Estimate</b>	<b>\$427.88</b>

**Discovery is ongoing and the Plaintiff reserves the right to supplement this answer accordingly.**

15. Describe in detail the “known deteriorating condition of the Washington Bridge” alleged in paragraph 71 of the Amended Complaint, including but not limited to, (i) explaining the nature of such condition; (ii) providing all facts demonstrating such condition; (iii) identifying all persons with knowledge of such condition; and (iv) identifying all documents related to such condition.

**RESPONSE: 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, JACOBS’ 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”).

**FIRST SUPPLEMENTAL RESPONSE:** Subject to the previous objections stated above, and without waiving same, the State responds as follows:

The Washington Bridge's superstructure was rated "4 - Poor" in every inspection report from 2007 until Jacobs' 2021 inspection of the Washington Bridge. Specifically:

- Al Engineers, Inc. rated the superstructure "4 - Poor" on July 1, 2007;
  - Please see BATES: RIDOT\_000299794- RIDOT\_000299925
- TranSystems Corporation rated the superstructure "4 - Poor" on August 7, 2009;
  - Please see BATES: RIDOT\_000299926- RIDOT\_000300274
- Michael Baker International, Inc. rated the superstructure "4 - Poor" on August 3, 2011;
  - Please see BATES: RIDOT\_000300275- RIDOT\_000300539
- Al Engineers, Inc. rated the superstructure "4 - Poor" on August 2, 2013;
  - Please see BATES: RIDOT\_000300540- RIDOT\_000301046
- AECOM Technical Services, Inc. rated the superstructure "4 - Poor" on July 28, 2015;
  - Please see BATES: RIDOT\_000301047- RIDOT\_000301421
- TranSystems Corporation rated the superstructure "4 - Poor" on July 15, 2016;
  - Please see BATES: RIDOT\_000301422- RIDOT\_000301739
- Collins Engineers, Inc. rated the superstructure "4 - Poor" on July 24, 2017;
  - Please see BATES: RIDOT\_000301740- RIDOT\_000302313
- Michael Baker International, Inc. rated the superstructure "4 - Poor" on July 24, 2018;
  - Please see BATES: RIDOT\_000302314- RIDOT\_000302749
- AECOM Technical Services, Inc. rated the superstructure "4 - Poor" on July 24, 2019;
  - Please see BATES: RIDOT\_000302750- RIDOT\_000303190
- AECOM Technical Services, Inc. rated the superstructure "4 - Poor" on July 22, 2020; and

- Please see BATES: RIDOT\_000303191- RIDOT\_000303482
- Jacobs rated the superstructure "4 - Poor" on July 23, 2021.
- Please see BATES: RIDOT\_000303542- RIDOT\_000304128

Because of the known deteriorating condition of the Washington Bridge, special inspections began in 2016 and continued through 2023. The inspections were intended to result in comprehensive evaluations and recommendations with respect to both the superstructure and substructure of the Washington Bridge. Not one contractor, including Jacobs, made any recommendations regarding the bridge's superstructure or substructure that indicated their knowledge of the importance of the tie-down rods and post-tensioning system and how the conditions of these elements contributed to the deterioration and ultimate disrepair of the Washington Bridge.

Jacobs had contractual obligations to recommend necessary repairs, and the State relied on those recommendations. At a minimum, Jacobs should have recognized the existence of the tie-down rods and the post-tensioning system and their importance to the stability of the Washington Bridge, and should have recommended an investigation into, or an evaluation of, the condition of these critical structural elements.

See Response to Interrogatory Nos. 3 and 4 and accompanying BATES identified.

16. State which, if any, of the problems alleged in paragraphs 92–95 of the Amended Complaint that the State contends were present during Jacobs' 2021 inspection of the Washington Bridge, provide all facts supporting any such contentions, identify all persons with knowledge supporting such contentions, and identify all documents supporting such contentions.

**RESPONSE:** 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, JACOBS' 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").

**FIRST SUPPLEMENTAL RESPONSE: The Plaintiff objects to this Request because it seeks documents, communications, and/or information that is or may be protected from disclosure by the attorney-client privilege, and/or 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.**

17. State whether you contend that Jacobs was required to perform a load rating analysis, fracture critical analysis, non-redundant steel tension member analysis, agency defined elements material testing analysis, or any other analysis, assessment, or inspection of the Washington Bridge besides a routine, special, or underwater inspection (as defined by the National Bridge Inspection Standards), and specify which specific analyses Jacobs was required to perform, provide all facts supporting your contention, identify all persons with knowledge to support your contention, and identify all documents supporting your contention.

**RESPONSE: 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, JACOBS' 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").**

**FIRST SUPPLEMENTAL RESPONSE: Subject to the previous objections stated above, and without waiving same, the State responds as follows:**

- **Jacobs' 2021 inspection of the Washington Bridge was subject to the terms and conditions of the applicable inspection contract, which imposed obligations beyond merely conducting inspections as defined by the National Bridge Inspection Standards. Jacobs' obligations included:**
  - (a) Research and review of the bridge structure file, including previous inspection reports, drawings, and plans;**

- (b) Performing evaluations and reporting findings to the State;**
  - (c) Recommending needed repairs and/or tests;**
  - (d) Recognizing and properly evaluating fracture critical elements of the Washington Bridge, including the tie-down rods and post-tensioning system; and (e) Recognizing and properly evaluating non-redundant steel tension members of the Washington Bridge.**
- **Jacobs was contractually obligated to perform its inspections in accordance with the NBIS, the RI Bridge Inspection Manual, the RI Bridge Load Rating Guidelines, and all other applicable Federal and State Regulations. At a minimum, Jacobs should have recognized the existence of the tie-down rods and post-tensioning systems and their importance to the stability of the Washington Bridge, and should have recommended an investigation into or evaluation of their condition.**
  - **David Cluely – Managing Engineer; Christopher Hart – Managing Engineer**

**See Response to Interrogatory Nos. 5 and 6 and accompanying BATES identified.**

18. State whether you contend that Jacobs was required to submit work candidates or make repair recommendations for the Washington Bridge, provide all facts supporting such a contention, identify all persons with knowledge to support such a contention, and identify all documents supporting such a contention.

**RESPONSE: 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, JACOBS' 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").**

**FIRST SUPPLEMENTAL RESPONSE: Subject to the previous objections stated above, and without waiving same, the State responds as follows:**

- **Yes. Jacobs was required to make repair and testing recommendations for the Washington Bridge. Jacobs' contractual obligations included recommending needed repairs and maintenance, and the State relied upon such recommendations.**
- **The 2019 RFP required the successful bidder to "[p]rovide emergency/high priority repair plans, specifications, estimates and related services as required by RIDOT for preparation of construction bid documents related to bridge inspection and load ratings."**
- **David Cluley – Managing Engineer; Christopher Hart – Managing Engineer**

**Jacobs failed to conduct a proper or reasonably adequate research and review of the bridge structure file for the Washington Bridge, and failed to notify the State of those areas that constituted a threat to public safety so that adequate measures could be taken. Jacobs failed to recommend an investigation into, or an evaluation of, the condition of the tie-down rods and the condition of the post-tensioning system.**

**See Response to Interrogatory Nos. 5 and 6 and accompanying BATES identified.**

19. Describe in detail any decisions to forego repairs or rehabilitation of the Washington Bridge, including but not limited to, (i) explaining the nature of such decisions; (ii) providing all facts supporting such decisions; (iii) identifying all persons involved in making or with knowledge of such decisions; and (iv) identifying all documents related to such decisions.

**RESPONSE: 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, JACOBS' 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").**

**FIRST SUPPLEMENTAL RESPONSE: Subject to the previous objections stated above, and without waiving same, the State responds as follows:**

Cohen Milstein Sellers & Toll, PLLC  
11780 US Highway One, Ste 500, Palm Beach Gardens, FL 33408  
Telephone: 561.515.1400 Facsimile: 561.515.1401

- The State relied upon its bridge inspectors, designers, and consultants, including Jacobs, to identify areas of the Washington Bridge that required repair or rehabilitation and to make appropriate recommendations. None of the inspectors, including Jacobs, identified the tie-down rods as critical to the Washington Bridge's stability before December 2023, nor did they recommend an investigation or evaluation of their condition.
- The State contends that it did not "forego" repairs or rehabilitation because the State was not properly informed or advised of the work or repairs necessary to completely or adequately rehabilitate the Washington Bridge. The inspectors' failure to recognize the existence and significance of the tie-down rods, post-tensioning system and failure to recommend appropriate repairs or investigation, directly and proximately caused the emergency closure of the Washington Bridge in December 2023.

**See Response to Interrogatory Nos. 3, 4, 5, and 6 and accompanying BATES identified; See also, BATES RIDOT\_0000000001-RIDOT\_000299793**

20. Describe in detail the State's alleged damages, including but not limited to, (i) calculating all alleged damages by category; (ii) providing all facts supporting such calculation; (iii) identifying all persons with knowledge of the State's alleged damages; and (iv) identifying all documents supporting or relating to the State's alleged damages.

**RESPONSE:** 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, JACOBS' 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").

**FIRST SUPPLEMENTAL RESPONSE: The Plaintiff objects to this Request because it seeks documents, communications, and/or information that is or may be protected from disclosure by the attorney-client privilege, and/or 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 State will quantify and qualify its precise damages during the appropriate expert witness phase.**

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.

Loren Doyle  
By: Loren Doyle

Dated: 2/10/26

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

On this 10<sup>th</sup> day of February, 2026, 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.

Myles C. Beltram  
NOTARY PUBLIC  
My commission expires: 5/21/2028  
Notary identification number: 54513



Plaintiff,  
State of Rhode Island,  
By its Attorneys,

/s/ Sarah W. Rice  
Sarah W. Rice, Esq. (#10588)  
Assistant Attorney General  
Rhode Island Office of the Attorney General  
150 S. Main Street  
Providence, RI 02903  
Tel: (401) 274-4400  
[srice@riag.ri.gov](mailto:srice@riag.ri.gov)

/s/ Theodore J. Leopold  
Theodore J. Leopold (admitted *pro hac vice*)  
Leslie M. Kroeger (admitted *pro hac vice*)  
Diana L. Martin (admitted *pro hac vice*)  
Poorad Razavi (admitted *pro hac vice*)  
Takisha Richardson (admitted *pro hac vice*)  
Adnan Toric (admitted *pro hac vice*)  
Cohen Milstein  
11780 U.S. Highway One, Suite N500  
Palm Beach Gardens, FL 33408  
[tleopold@cohenmilstein.com](mailto:tleopold@cohenmilstein.com)  
[lkroeger@cohenmilstein.com](mailto:lkroeger@cohenmilstein.com)  
[dmartin@cohenmilstein.com](mailto:dmartin@cohenmilstein.com)  
[prazavi@cohenmilstein.com](mailto:prazavi@cohenmilstein.com)  
[trichardson@cohenmilstein.com](mailto:trichardson@cohenmilstein.com)  
[atoric@cohenmilstein.com](mailto:atoric@cohenmilstein.com)

/s/ Jonathan N. Savage  
Jonathan N. Savage, Esq. (#3081)  
Michael P. Robinson, Esq. (#6306)  
Edward D. Pare III, Esq. (#9698)  
Savage Law Partners, LLP  
564 South Water Street  
Providence, RI 02903  
Tel: (401) 238-8500  
Fax: (401) 648-6748  
[js@savagelawpartners.com](mailto:js@savagelawpartners.com)  
[mrobinson@savagelawpartners.com](mailto:mrobinson@savagelawpartners.com)  
[epare@savagelawpartners.com](mailto:epare@savagelawpartners.com)

**CERTIFICATE OF SERVICE**

I hereby certify that on the 10th day of February 2026, 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*

Folder	Zip Password	Link
<b>FTP Password</b>	CONaHj0P1nLg=S	<a href="https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14">https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14</a> Defendant Specific Exports
AECOM Tech	.JMcQg*8jV?)F1	<a href="https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14">https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14</a> Defendant Specific Exports
AETNA Bridge	Jj_fxN9Xm~@4+4p	<a href="https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14">https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14</a> Defendant Specific Exports
Aries Support	hcxR^z!iv@if31W	<a href="https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14">https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14</a> Defendant Specific Exports
Barletta Heavy	paLMHK3BkzP>uft	<a href="https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14">https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14</a> Defendant Specific Exports
BarlettaAETNA	Wuhi1Bh]>Z8HYb^	<a href="https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14">https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14</a> Defendant Specific Exports
Cardi Corp	JrwU=zeUgKB,fp7	<a href="https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14">https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14</a> Defendant Specific Exports
Collins Engineers	xp7@3c!z1xRFP:@	<a href="https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14">https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14</a> Defendant Specific Exports
Commonwealth	nDFEb)JVCjA4W2y	<a href="https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14">https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14</a> Defendant Specific Exports
Jacobs Engineer	D19H~,t8mmQd+1%	<a href="https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14">https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14</a> Defendant Specific Exports
Michael Baker	JV4Y8zUYHij*Jjn	<a href="https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14">https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14</a> Defendant Specific Exports
Prime AE	J2LH-Jo5A7uLWZe	<a href="https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14">https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14</a> Defendant Specific Exports
Steere Eng	~!E@~^G^4Y%Lx?J	<a href="https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14">https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14</a> Defendant Specific Exports
Transystems	>B6g*o2]>@5NfCb	<a href="https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14">https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14</a> Defendant Specific Exports
VHB	qdknre4w=FoQ>ha	<a href="https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14">https://ftp.dauntlessdiscovery.com/public/folder/dohk-wmh9uyhapkqk2ms4a/14</a> Defendant Specific Exports
<b>LINK HAS EXPIRED</b>		
<b>BATES RIDOT_00000001-RIDOT_000014962</b>	u85Tf2wT	<a href="https://ftp.dauntlessdiscovery.com/public/file/4_nwiferhkx28jvbmkg8q/RIDOT_PROD001.zip">https://ftp.dauntlessdiscovery.com/public/file/4_nwiferhkx28jvbmkg8q/RIDOT_PROD001.zip</a>
Zip File	Nt51EcaY	<b>LINK HAS EXPIRED</b>
<b>BATES RIDOT_000014963-RIDOT_000022353</b>	zB6bdf3%bq80Oq	<a href="https://ftp.dauntlessdiscovery.com/public/file/qcoavpms60kbtm2spp0_dg/RIDOT_PROD002.zip">https://ftp.dauntlessdiscovery.com/public/file/qcoavpms60kbtm2spp0_dg/RIDOT_PROD002.zip</a>
Zip File	Rm9J&^*(80-jk&(Y^	<b>LINK HAS EXPIRED</b>
<b>BATES RIDOT_000022354 - RIDOT_000049737</b>	fje9J5^4\$HgRjh	<a href="https://ftp.dauntlessdiscovery.com/public/file/ytevvqqevluogragmnu0qbw/RIDOT_PROD003.zip">https://ftp.dauntlessdiscovery.com/public/file/ytevvqqevluogragmnu0qbw/RIDOT_PROD003.zip</a>
Zip File	*YIxLy5r!%Fv*)*F	<b>LINK HAS EXPIRED</b>
<b>BATES RIDOT_000049738 - RIDOT_000049852</b>	nZ+@p8NfulPqYK	<a href="https://ftp.dauntlessdiscovery.com/public/file/cuptknfpq0a77gclcvtn4g/RIDOT_PROD004_Revised.zip">https://ftp.dauntlessdiscovery.com/public/file/cuptknfpq0a77gclcvtn4g/RIDOT_PROD004_Revised.zip</a>
Zip File	vR#(61?p%J&y^	<b>LINK WILL EXPIRE IN 90 DAYS 2/18</b>
<b>BATES RIDOT_000049853 - RIDOT_000050806</b>	f5TvsWP1	<a href="https://ftp.dauntlessdiscovery.com/public/file/gmpnsjq1puu3qxs4u_btoa/RIDOT_PROD005.zip">https://ftp.dauntlessdiscovery.com/public/file/gmpnsjq1puu3qxs4u_btoa/RIDOT_PROD005.zip</a>
Zip File	K7hVq8jc	<b>LINK WILL EXPIRE IN 90 DAYS 12/1</b>
<b>BATES RIDOT_000050807 - RIDOT_000062592</b>	hJymO7^%b5vGN	<a href="https://ftp.dauntlessdiscovery.com/public/file/sxissynkqkwesuedecgkng/RIDOT_PROD006.zip">https://ftp.dauntlessdiscovery.com/public/file/sxissynkqkwesuedecgkng/RIDOT_PROD006.zip</a>
Zip File	~a3W3h4heE)=}3sx.pxq	<b>LINK WILL EXPIRE IN 90 DAYS 1/12</b>
<b>BATES RIDOT_000062593- RIDOT_000064538</b>	-2&8Itlp*%EPFd	<a href="https://ftp.dauntlessdiscovery.com/public/file/qj7tcaha40giyscytod_ka/RIDOT_PROD007.zip">https://ftp.dauntlessdiscovery.com/public/file/qj7tcaha40giyscytod_ka/RIDOT_PROD007.zip</a>
Zip File	qB&#9=\$3fr>k8u	<b>LINK WILL EXPIRE IN 90 DAYS 2/18</b>

<b>RIDOT_PROD001_Unredacted:</b>	683k95Gc	<a href="https://ftp.dauntlessdiscovery.com/public/file/m7ehyqi7ou6ryfevrqxufq/RIDOT_PROD001_Unredacted.zip">https://ftp.dauntlessdiscovery.com/public/file/m7ehyqi7ou6ryfevrqxufq/RIDOT_PROD001_Unredacted.zip</a>	
<b>Zip File</b>	H29iG26v	<b>LINK WILL EXPIRE IN 90 DAYS 2/16</b>	
<b>RIDOT_PROD003_Unredacted:</b>	683k95Ge	<a href="https://ftp.dauntlessdiscovery.com/public/file/fakkn6o04kc1dub-wo_0q/RIDOT_PROD003_Unredacted.zip">https://ftp.dauntlessdiscovery.com/public/file/fakkn6o04kc1dub-wo_0q/RIDOT_PROD003_Unredacted.zip</a>	
<b>Zip File</b>	H29iG26x	<b>LINK WILL EXPIRE IN 90 DAYS 2/16</b>	
<b>RIDOT_PROD005_Unredacted:</b>	683k95Gd	<a href="https://ftp.dauntlessdiscovery.com/public/file/ktryuaorvkkpvmvribfs1na/RIDOT_PROD005_Unredacted.zip">https://ftp.dauntlessdiscovery.com/public/file/ktryuaorvkkpvmvribfs1na/RIDOT_PROD005_Unredacted.zip</a>	
<b>Zip File</b>	H29iG26w	<b>LINK WILL EXPIRE IN 90 DAYS 2/16</b>	
<b>BATES RIDOT_000064539 - RIDOT_000064829</b>	!R1@C97A07#Rrb	<a href="https://ftp.dauntlessdiscovery.com/public/file/6zoshenzzusvppgkb_nbmq/RIDOT_PROD008.zip">https://ftp.dauntlessdiscovery.com/public/file/6zoshenzzusvppgkb_nbmq/RIDOT_PROD008.zip</a>	
<b>Zip File</b>	vv>mxY#9Wv63R)	<b>LINK WILL EXPIRE IN 90 DAYS 3/2</b>	
<b>BATES RIDOT_000064830 - RIDOT_000065256</b>	5t8y9f+17gnM2A	<a href="https://ftp.dauntlessdiscovery.com/public/file/ozz9mqtru0sglnojxchicw/RIDOT_PROD009.zip">https://ftp.dauntlessdiscovery.com/public/file/ozz9mqtru0sglnojxchicw/RIDOT_PROD009.zip</a>	
<b>Zip File</b>	F9Ve)DX8f>8JW%	<b>LINK WILL EXPIRE IN 90 DAYS 3/5</b>	
<b>RIDOT_000065257 - RIDOT_000118538</b>	6Prsy25q	<a href="https://ftp.dauntlessdiscovery.com/public/file/nft6fvlhwkiqusx1jidyiq/RIDOT_PROD010.zip">https://ftp.dauntlessdiscovery.com/public/file/nft6fvlhwkiqusx1jidyiq/RIDOT_PROD010.zip</a>	
<b>Zip File</b>	H2986sC2	<b>LINK WILL EXPIRE IN 90 DAYS 4/5</b>	
<b>RIDOT_PROD001_Unredacted</b>	674tGsV2	<a href="https://ftp.dauntlessdiscovery.com/public/file/8154cisvyeusdbarzkej5g/RIDOT_PROD001_a.zip">https://ftp.dauntlessdiscovery.com/public/file/8154cisvyeusdbarzkej5g/RIDOT_PROD001_a.zip</a>	
<b>Zip File</b>	Y5943Ecx	<b>LINK WILL EXPIRE IN 90 DAYS 4/6</b>	
<b>RIDOT_PROD003_Unredacted</b>	674tGsV3	<a href="https://ftp.dauntlessdiscovery.com/public/file/npmh7ogpjecqcd8gjdkfw/RIDOT_PROD003_a.zip">https://ftp.dauntlessdiscovery.com/public/file/npmh7ogpjecqcd8gjdkfw/RIDOT_PROD003_a.zip</a>	
<b>Zip File</b>	Y5943Ecx	<b>LINK WILL EXPIRE IN 90 DAYS 4/6</b>	
<b>BATES RIDOT_000118539-RIDOT_000134217</b>	\$JD6&+\$EuVfVd	<a href="https://ftp.dauntlessdiscovery.com/public/file/hdth9dmykuae6uaqebczga/RIDOT_PROD011.zip">https://ftp.dauntlessdiscovery.com/public/file/hdth9dmykuae6uaqebczga/RIDOT_PROD011.zip</a>	
<b>Zip File</b>	WJT0F+G_vj),oos+ev=D	<b>LINK WILL EXPIRE IN 90 DAYS 4/16</b>	
<b>BATES RIDOT_000134218 - RIDOT_000134482</b>	pK38gV1x	<a href="https://ftp.dauntlessdiscovery.com/public/file/mrarubk5luy3re_6_jepsq/RIDOT_PROD012.zip">https://ftp.dauntlessdiscovery.com/public/file/mrarubk5luy3re_6_jepsq/RIDOT_PROD012.zip</a>	
<b>Zip File</b>	E29d53Ue	<b>LINK WILL EXPIRE IN 90 DAYS 4/16</b>	
<b>RIDOT_PROD001_Unredacted02:</b>	Uc39piB2	<a href="https://ftp.dauntlessdiscovery.com/public/file/s4cbqljcuaiqxotxgljw/RIDOT_PROD001_Unredacted02.zip">https://ftp.dauntlessdiscovery.com/public/file/s4cbqljcuaiqxotxgljw/RIDOT_PROD001_Unredacted02.zip</a>	
<b>Zip File</b>	5YdpK439	<b>LINK WILL EXPIRE IN 90 DAYS 4/21</b>	
<b>RIDOT_PROD003_Unredacted02:</b>	Uc39piB3	<a href="https://ftp.dauntlessdiscovery.com/public/file/u2dygouwi0stuf23ojb1ka/RIDOT_PROD003_Unredacted02.zip">https://ftp.dauntlessdiscovery.com/public/file/u2dygouwi0stuf23ojb1ka/RIDOT_PROD003_Unredacted02.zip</a>	
<b>Zip File</b>	5YdpK438	<b>LINK WILL EXPIRE IN 90 DAYS 4/21</b>	
<b>RIDOT_PROD006_Unredacted:</b>	N4l\$7QI5zPbxv-	<a href="https://ftp.dauntlessdiscovery.com/public/file/hhk8hknkqkmjjowr2c67-a/RIDOT_PROD006_Unredacted.zip">https://ftp.dauntlessdiscovery.com/public/file/hhk8hknkqkmjjowr2c67-a/RIDOT_PROD006_Unredacted.zip</a>	
<b>Zip File</b>	5YdpK437	<b>LINK WILL EXPIRE IN 90 DAYS 4/21</b>	
<b>BATES RIDOT_000134483-RIDOT_000214339</b>	pK38gV1z	<a href="https://ftp.dauntlessdiscovery.com/public/file/tuqxvsqcuuqmqmaz_47olw/RIDOT_PROD013.zip">https://ftp.dauntlessdiscovery.com/public/file/tuqxvsqcuuqmqmaz_47olw/RIDOT_PROD013.zip</a>	
<b>Zip File</b>	E29d53Ug	<b>LINK WILL EXPIRE IN 90 DAYS 4/21</b>	
<b>BATES RIDOT_000214340 - RIDOT_000225226</b>	4S=vcz-gvw6h!R	<a href="https://ftp.dauntlessdiscovery.com/public/file/3fvdcpovy02epfl-wysaaw/RIDOT_PROD014.zip">https://ftp.dauntlessdiscovery.com/public/file/3fvdcpovy02epfl-wysaaw/RIDOT_PROD014.zip</a>	
<b>Zip File</b>	C!m1ovE~%YJnG8t	<b>LINK WILL EXPIRE IN 90 DAYS 4/30</b>	

BATES RIDOT_000225227 - RIDOT_000228498	729i6Bc2	<a href="https://ftp.dauntlessdiscovery.com/public/file/9rgf5ruoieess3zzjqscnzq/RIDOT_PROD015.zip">https://ftp.dauntlessdiscovery.com/public/file/9rgf5ruoieess3zzjqscnzq/RIDOT_PROD015.zip</a>	
Zip File	6kBc29f5	<b>LINK WILL EXPIRE IN 90 DAYS 4/30</b>	
BATES RIDOT_000228499 - RIDOT_000242007	+sE-a0w8YacR3V	<a href="https://ftp.dauntlessdiscovery.com/public/file/axgn6lw490a5cddc4dftfg/RIDOT_PROD016.zip">https://ftp.dauntlessdiscovery.com/public/file/axgn6lw490a5cddc4dftfg/RIDOT_PROD016.zip</a>	
Zip File	Y#k]ah],]ZnR4H	<b>LINK WILL EXPIRE IN 90 DAYS 5/4</b>	
BATES RIDOT_000242008 - RIDOT_000295177	8265gV39	<a href="https://ftp.dauntlessdiscovery.com/public/file/oroxzyna7kii_ty6xvksmw/RIDOT_PROD017.zip">https://ftp.dauntlessdiscovery.com/public/file/oroxzyna7kii_ty6xvksmw/RIDOT_PROD017.zip</a>	
Zip File	Y29hB3da	<b>LINK WILL EXPIRE IN 90 DAYS 5/6</b>	
BATES RIDOT_000295178 - RIDOT_000299793	P7F=WBvu!XH^G-	<a href="https://ftp.dauntlessdiscovery.com/public/file/4pyerbx-y0mg81fpkydmaa/RIDOT_PROD018.zip">https://ftp.dauntlessdiscovery.com/public/file/4pyerbx-y0mg81fpkydmaa/RIDOT_PROD018.zip</a>	
Zip File	0g+Cq~pjmrAkZ6)	<b>LINK WILL EXPIRE IN 90 DAYS 5/6</b>	
BATES RIDOT_000299794-RIDOT_000304128	298Nb37d	<a href="https://ftp.dauntlessdiscovery.com/public/file/adiv58_vjkeore0p7mzv2a/RIDOT_PROD019.zip">https://ftp.dauntlessdiscovery.com/public/file/adiv58_vjkeore0p7mzv2a/RIDOT_PROD019.zip</a>	
Zip File	]7hbV26f	<b>LINK WILL EXPIRE IN 90 DAYS 5/11</b>	