

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/AETNA I-195 :
 WASHINGTONN 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, :

CIVIL ACTION No. PC-2024-04526

DEFENDANT PRIME AE GROUP, INC.’S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO PLAINTIFF STATE OF RHODE ISLAND

Pursuant to Rule 34 of the Rhode Island Superior Court Rules of Civil Procedure and the Court’s Scheduling Order, Defendant Prime AE Group, Inc. (“Prime”), by its undersigned counsel, hereby requests that Plaintiff State of Rhode Island (“Plaintiff” or the “State”) produce the documents requested herein to Prime’s undersigned counsel, Sloane and Walsh, LLP, at 652 George Washington Highway, Suite 302, Lincoln, RI 02865, or in such other format, place or manner as may be agreed upon by Prime and the State or ordered by the Court by all applicable Rules and the Definitions and Instructions set forth below within forty (40) days of service.

INSTRUCTIONS

1. These Requests seek the disclosure of information, if any, which supports the Plaintiff’s

allegations in this Action.

2. These Requests are deemed to be continuing so as to require the filing of supplemental responses in the event Plaintiff or their representatives (including counsel) obtain additional documents not previously produced in response to the Requests set forth herein. Such supplemental responses may be filed from time to time but not later than thirty days after such further documents are received.

3. Plaintiff is requested to furnish all documents which are available to Plaintiff, including information in the possession of Plaintiff's attorney, accountant, agents, investigators, representatives, officers, employees, directors or anyone acting in cooperation or concert with the Plaintiff, including experts consulted or retained by Plaintiff. If Plaintiff cannot produce any document in full after exercising due diligence to secure the documentation, please so state and provide any documents to the extent possible, specifying any inability to provide the remainder of such documents to the extent possible and stating all information and knowledge presently available to Plaintiff concerning the documents which Plaintiff failed to provide.

4. Each request for a document or documents shall be deemed a call for the production of the original document or documents. In addition, each request should be considered as including all copies, and to the extent applicable, preliminary drafts of documents which as to content, differ in any respect from the original or final draft, or from each other (e.g., by reason of hand-written notes or comments having been added to one copy of the document but not on the original or other copies thereto).

5. Each Request is to be responded to separately and as completely as possible. The fact that an investigation is continuing or that discovery is not complete shall not be used as an excuse for failure to respond as fully as possible.

6. If plaintiff claims that any source of information responsive to any Request herein has been lost or destroyed, describe and identify each such document by stating in writing: (a) the name of the author, the names of the persons who received the original and all copies, and the date and subject matter; (b) the circumstances under which each document was lost or destroyed; and (c) defendant's efforts to locate each such document.

7. As to any information or document which plaintiff refuses to produce under a claim of privilege, identify, set forth and describe: (a) each person who prepared or participated in the preparation of the original document of the communication at issue; (b) each person shown on the document as a recipient of the original or a copy and each person who actually received the original or copy of the document or who was present or participated in the communication at issue; (c) each person present at a meeting, conference, telephone conference, or other communication for which the document constitutes, in whole or in part, a summary, minutes or other records; (d) the date of the document or communication; (e) a brief description of the nature and subject matter of the document or communication; (f) the nature of the privileged claim; (g) the statute, rule or decision which is claimed to give rise to the privilege; (h) the last known custodian of the document and the present location of the document; (i) attachments to the document; (j) the number of pages comprising the document; and (k) whether the document is handwritten, typewritten or otherwise prepared.

DEFINITIONS

1. "Action" means the above-captioned lawsuit in the State of Rhode Island, Providence County Superior Court, docketed as The State of Rhode Island v. AECOM Technical Services, Inc. et al, Case No. PC-2024-04526.

2. "Amended Complaint" or "Complaint" refers to the operative and/or most recent

Complaint filed by The State of Rhode Island in the above-captioned lawsuit pending in the State of Rhode Island, Providence County Superior Court, docketed as *The State of Rhode Island v. AECOM Technical Services, Inc. et al*, Case No. PC-2024-04526.

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

4. “Document” or “Documents” refers to any printed, written, taped, recorded, graphic, computerized print-out or other tangible matters, from whatever source, however produced or reproduced, whether in draft or otherwise, whether sent or received, or neither, including, but not limited to, the original, a copy (if the original is not available) and all non-identical copies (whether different from the original because of notes made on or attached to such copy or otherwise), of any and all writings, correspondence, drawings, site plans, letters, telegrams, e-mails, cables, adjusting entries, subsidiary documents and schedules, contracts, proposals, agreements, minutes, notes, memoranda, analyses, projections, work papers, books, papers, records, reports, diaries, vouchers, acknowledgements, confirmatory memoranda, statements, questionnaires, books of account, calendars, graphs, charts, transcripts, ledgers, registers, work sheets, summaries, digests, financial statements, messages including, but not limited to, reports of telephone conversations or telephone calls), other communications (including, but not limited to, inter-and-intra-office communications), purchase orders, bills of lading, bid tabulations, options to purchase, memoranda of agreements, assignments, licenses, checks, notebooks, data sheets, data processing cards, photographs, tape recordings, transcripts of records, drawings, catalogs, brochures, manuals, and all other information or data, records or compilations, including all underlying supporting or preparatory material, and all other written or printed matter of any kind, or any other and all data, compilation from which information can be obtained and translated if necessary, however

produced or reproduced, now in your possession, custody or control, or available to you, your counsel, accountants, agents, representatives or associates, within or outside the State of Rhode Island.

5. When asked to “identify” or “disclose the identity” of a document, you are required to furnish a copy of each such document in lieu of identifying the same, in the manner set forth in the preceding instructions. When furnishing a copy of a document, specify the Request being answered in this manner, and identify the document so supplied to show the Request to which the document relates. If a copy of a particular document is not available, then set forth its date and general type of category; the identity of its author, and each person who aided or assisted in its preparation, including persons who contributed information contained in or submitted for use in such document; the identity of each addressee and other distribute to whom the document was directed, distributed, and by whom it was received, read, or both, the identity of its last known location or custodian; the reason or reasons for the inability to locate such document, and the circumstances of its unavailability; if the document is no longer in your possession or control, and the circumstances of its disposition are known, set forth the date and circumstances of its disposition thereof, as well as the identity of the person or entity to whom custody or possession was given; and its subject matter or substance.

6. The terms “evidencing,” “relate,” “relates,” “related to,” “relation to,” and “relating to” mean concerning, constituting, dealing with, describing, disclosing, discussing, explaining, pertaining to, referring to, reflecting, regarding, setting forth, showing, or summarizing in any way either directly or indirectly, and either in whole or in part.

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

8. “RIDOT” means the Rhode Island Department of Transportation and includes any departments, segments, divisions, subdivisions, administrative entities and bodies, and other related entities both presently existing and those which previously existed, of any of the foregoing entities, and any present or former officers, directors, employees, consultants, contractors, attorneys, and agents of the foregoing entity.
9. “Washington Bridge” shall refer to the Westbound Washington Bridge formally known as Rhode Island Bridge No. 700, as described in the Introduction of the Amended Complaint.
10. “Eastbound Washington Bridge” shall refer to the Eastbound Washington Bridge formally known as Rhode Island Bridge No. 200, as described in Paragraph 96 of the Amended Complaint.
11. Capitalized terms not defined herein have the meanings given to them in the Amended Complaint.

REQUESTS

1. All documents upon which Plaintiff relies upon in support of the claims and allegations made in the Amended Complaint.
2. Any and all documents Plaintiff relied upon and/or referenced in its answers to Prime’s First Set of interrogatories to Plaintiff.
3. Any and all documents which evidence, reflect or reference any communications, including, without limitation, reports, tape recordings, minutes, transcripts, correspondence, memoranda, notes, or transmittals, and emails by and between Plaintiff and any other person, entity, or governmental organization concerning the events referred to in the Amended Complaint.
4. Any and all written statements or reports, of any and all witnesses to the events alleged in the Amended Complaint, and copies of all written transcriptions of any statements of such witnesses taken on a recording instrument.
5. Any and all documents relating to, referring to, or evidencing communications between Plaintiff and Prime concerning the allegations in the Amended Complaint.
6. Any and all documents relating to, referring to, or evidencing communications between Plaintiff and RIDOT concerning the allegations in the Amended Complaint.

7. Any and all documents relating to, referring to, or evidencing communications between Plaintiff and any other defendant concerning the allegations in the Amended Complaint.
8. Any and all documents which Plaintiff has received from any person, entity, or governmental agency regarding the allegations in the Amended Complaint.
9. Any and all documents concerning the damages that you have allegedly sustained as a result of the allegations contained in the Amended Complaint.
10. Any and all documents concerning any allegations of negligence directed at Prime.
11. Any and all documents concerning the decision in or around 2013 to rehabilitate the westbound side of the Washington Bridge, rather than demolish and rebuild the westbound side of the Washington Bridge.
12. Any and all documents concerning inspections of the Washington Bridge's post-tensioned cantilever beams and/or tie down rods from the time of the Washington Bridge's original construction to the present.
13. Any and all documents related to and/or documenting inspections completed by Plaintiff's Bridge Maintenance Division from the Washington Bridge's original construction to present.
14. Any and all documents concerning RIDOT's conclusion that the Washington Bridge was in need of major repair, as alleged in paragraph 45 of the Complaint.
15. Any and all documents concerning the Request for Proposals for the "Complete Design Services for the Rehabilitation of the Washington Bridge North No. 700 – Mainline, Approach and Ramp Bridges Providence and East Providence, Rhode Island" that RIDOT issued on March 21, 2013 referenced in Paragraph 46 of the Amended Complaint.
16. Any and all documents concerning "AECOM'S Letter of Interest/Technical Proposal"
17. Any and all documents concerning the "2014 AECOM Contract" referenced in Paragraph 59 of the Amended Complaint.
18. Any and all documents concerning AECOM'S "Final Technical Evaluation" referenced in Paragraph 61 of the Amended Complaint.
19. Any and all documents concerning the "2016 Construction Plans" referenced in Paragraph 63 of the Amended Complaint.
20. Any and all documents concerning the "2019 AECOM Contract" referenced in Paragraph 76 of the Amended Complaint.
21. Any and all documents concerning the RFP/Bid No. 7611889 for the "Best Value Design-Build Procurement for Bridge Group 57T-10: I-95 Washington South Phase 2" that RIDOT issued on March 17, 2021 referenced in Paragraph 78 of the Amended Complaint.

22. Any and all documents concerning the “Design-Build proposal” the Joint Venture submitted on July 2, 2021 referenced in Paragraph 82 of the Amended Complaint.
23. Any and all documents concerning the “rehabilitation plans” issued by the Joint Venture referenced in Paragraph 91 of the Amended Complaint.
24. Any and all documents concerning any and all agreements entered into between Plaintiff and any other party or third party relating to inspections or evaluations of the Washington Bridge during the time period of January 1, 1990 to present.
25. Any and all documents concerning any and all agreements entered into between Plaintiff and any other party or third-party relating to the “1996-1998 Rehabilitation of the Washington Bridge” as referenced in Paragraph 40 of the Amended Complaint.
26. Any and all bidding documents and proposals Plaintiff received relating to the “1996-1998 Rehabilitation of the Washington Bridge” as referenced in Paragraph 40 of the Amended Complaint.
27. Any and all plans, specifications, blueprints, schematics, drawings, and any other design or engineering documents relating to the “1996-1998 Rehabilitation of the Washington Bridge” as referenced in Paragraph 40 of the Amended Complaint.
28. Any and all bidding documents and proposals Plaintiff received relating to the Request for Proposals that RIDOT issued on March 21, 2013 as referenced in Paragraph 46 of the Amended Complaint.
29. Any and all Documents relating to RIDOT’s evaluation of the proposals and bids received in response to the March 21, 2013 Request for Proposals and all award decision-related documents.
30. Any and all agreements entered into between Plaintiff and any other party or third-party relating to the “2016 Rehabilitation Project” as referenced and described in Paragraph 66 of the Amended Complaint.
31. Any and all bidding and proposal documents Plaintiff received relating to the “2021 RFP” as referenced and described in Paragraph 78 of the Amended Complaint.
32. All and all plans, specifications, blueprints, schematics, drawings, and any other design or engineering documents relating to the “2021 RFP” as referenced and described in Paragraph 78 of the Amended Complaint.
33. Any and all Documents and Communications relating to the Request for Proposals (Solicitation # TRFP24004167) that RIDOT issued on April 26, 2024 for the Washington Bridge Demolition Project.
34. Any and all bidding documents and proposals Plaintiff received relating to the Request for Proposals (Solicitation # TRFP24004195) that RIDOT issued on April 26, 2024 for the Washington Bridge Demolition Project.

35. Any and all contracts, subcontracts, and agreements entered into between Plaintiff and Prime.
36. All documents relating to RIDOT's evaluation of the proposals and bids received in response to the April 26, 2024 Request for Proposals and all award decision-related documents.
37. Any and all Communications between You and any contractor, subcontractor, or consultant regarding the demolition of the Washington Bridge.
38. Any and all internal Communications and Documents concerning the decision to demolish the Washington Bridge, including risk assessments, engineering evaluations, and cost-benefit analyses.
39. Any and all Communications and Documents between the Plaintiff, RIDOT and any third-parties, including consultants, concerning the decision to demolish the Washington Bridge, including risk assessments, engineering evaluations, and cost-benefit analyses.
40. Any and all invoices, payment records, and financial documents reflecting costs incurred or anticipated costs for the demolition of the Washington Bridge, including the demolition itself, the design and planning of that demolition and all other work related thereto.
41. Any and all Documents and Communications relating to the Request for Proposals (Solicitation # TRFP24004195) that RIDOT issued on April 30, 2024 for the Washington Bridge Replacement Project.
42. Any and all bidding documents and proposals You received relating to the Request for Proposals (Solicitation # TRFP24004195) that RIDOT issued on April 30, 2024 for the Washington Bridge Replacement Project.
43. Any and all Documents and Communications discussing or analyzing the lack of response to Request for Proposals (Solicitation # TRFP24004195) that RIDOT issued on April 30, 2024 for the Washington Bridge Replacement Project.
44. Any and all Documents and Communications relating to revisions, re-scoping or reissuance of Request for Proposals for the Washington Bridge Replacement Project after Solicitation # TRFP24004195 did not receive any bids.
45. Any and all Documents and Communications relating to the Request for Proposals (Solicitation # TRFP25005022) that RIDOT issued on December 18, 2024 for the Washington Bridge Replacement Project.
46. Any and all bidding documents and proposals You received relating to the Request for Proposals (Solicitation # TRFP25005022) that RIDOT issued on December 18, 2024 for the Washington Bridge Replacement Project.

47. Any and all internal Communications and Documents concerning the decision to rebuild the Washington Bridge, including risk assessments, engineering evaluations, and cost-benefit analyses.
48. Any and all versions of the Request for Proposals issued by RIDOT for the Washington Bridge Replacement Project, including drafts, amendments, addenda, clarifications and final versions.
49. Any and all Communications between You and any potential or actual bidder regarding the Request for Proposals issued by RIDOT for the Washington Bridge Replacement Project, including pre-bid questions, clarifications, and post-submission discussions.
50. Any and all cost estimates, budget projections, and financial analyses prepared by or for RIDOT in connection with the Washington Bridge Replacement Project.
51. Any and all Communications between Plaintiff and consultants, engineers, or financial advisors regarding projected or estimated costs for the Washington Bridge Replacement Project.
52. Any and all Documents and Communications related to funding sources, grant applications, or federal/state appropriations for the Washington Bridge Replacement Project.
53. To the extent not produced, any and all agreements entered into by Plaintiff and any other party or third-party relating to work performed on the Washington Bridge during the period of January 1, 1990 to the present.
54. Any and all Documents and Communications relating to inspections of the Washington Bridge performed by any other party or third-party from January 1, 2013 to the present, including all draft and final reports, all notes, and all videos, scans, samples and photographs.
55. Any and all reports prepared by or for the State of Rhode Island, RIDOT, or any agency of the State of Rhode Island, whether in draft or final form and all appendices thereto, in relation to the Washington Bridge, including, without limitation, the forensic analysis report WJE prepared in 2024.
56. Any and all Documents and Communications, including reports, prepared by or for the State of Rhode Island, RIDOT or any agency of the State of Rhode Island, by WJE, MBI, VN Engineers, Inc., VHB Engineers, Inc., Consor Engineers or Bridge Diagnostics, Inc. (collectively, individually or otherwise), whether in draft or final form, and all appendices thereto in relation to the Washington Bridge.
57. Any and all Documents and Communications related to Michael Culmo and/or CHA Consulting, Inc.'s assessment, evaluation, inspection, analysis or rating of the Washington Bridge.

58. Any and all Documents and Communications, including reports, records, notes, correspondence, photographs, scans and videos, relating to, or depicting any beam tie-downs or tension rods at the beam seats on piers 6 and 7 of the Washington Bridge during the time period of January 1, 2013 to the present.
59. All Documents describing or showing any work performed on the beam seats or tie-down rods on piers 6 and 7 of the Washington Bridge during the time period of January 1, 2013 to the present.
60. Any and all Documents and Communications relating to recommendations for major repair work on the Washington Bridge during the period of January 1, 2013 to the present.
61. Any and all Documents and Communications relating to recommendations to replace and/or demolish the Washington Bridge from January 1, 2013 to the present.
62. Any and all Documents and Communications relating to RIDOT's decision to issue "an emergency declaration on December 11, 2023...closing the Washington Bridge" as alleged in Paragraph 94 of the Amended Complaint.
63. Any and all Documents and Communications relating to the investigation, evaluation, rehabilitation, design or closure of the Washington Bridge from December 11, 2023 to the present.
64. Any and all Documents and Communications relating to the Plaintiff's and RIDOT's efforts to preserve the allegedly damaged elements of the Washington Bridge, including any Documents relating to the removal of any elements of the Washington Bridge after the alleged discovery of the damaged tie-rods on or about December 8, 2023.
65. Any and all Documents and Communications relating to materials removed from the Washington Bridge, including, but not limited to, materials removed from the Washington Bridge by WJE, from December 1, 2023 to the present.
66. All Documents and Communications relating to the Plaintiff's and/or RIDOT's plans and decision to demolish and replace the Washington Bridge, including any and all Documents and Communications considering other options. The relevant time frame for this request is January 1, 1990 to the present.
67. Any and all Documents and Communications relating to the Plaintiff's and/or RIDOT's decision to pause demolition of the Washington Bridge in September 2024, including, but not limited to, Documents and Communications related to materials that were removed from the Washington Bridge.
68. Any and all documents concerning the "Routine inspections of the Washington Bridge [that] were conducted every two years" referenced in Paragraph 70 of the Amended Complaint.

69. Any and all Documents and Communications relating to the “known deteriorating condition of the Washington Bridge” as referenced in Paragraph 71 of the Amended Complaint.
70. Any and All Documents and Communications relating to the Plaintiff’s allegation in Paragraph 103 of the Amended Complaint that there has been an increase in “traffic volume on the Eastbound Washington Bridge since the emergency closure of the Washington Bridge[.]”
71. Any and all Documents and Communications identifying, supporting and/or quantifying the “physical wear and tear damage to the bridge[.]” alleged by the Plaintiff in Paragraph 103 of the Amended Complaint.
72. Any and all Documents, Communications, reports or opinions regarding causes for the alleged increase in traffic volume on the Eastbound Washington Bridge since the emergency closure of the Washington Bridge on December 8, 2023.
73. Any and all Documents and Communications relating to maintenance and repair work performed on the Eastbound Washington Bridge during the time period of January 1, 1990 to the present.
74. Any and all Documents and Communications related the Plaintiff’s decision to install equipment, sensors and/or monitoring systems relating to traffic volume on the Eastbound Washinton Bridge during the time period of January 1, 1990 to the present.
75. Any and all agreements entered into between You and any other party or third party relating to inspections, evaluations or construction of the Eastbound Washington Bridge during the time period of January 1, 1990 to the present.
76. Any and all Documents and Communications relating to traffic data, including but not limited to traffic counts, flow analyses, and congestion reports for the Eastbound Washington Bridge during the time period of January 1, 1990 to the present.
77. Any and all Documents and Communications relating to any alternative measures considered or implemented to mitigate the alleged increase in traffic volume on the Eastbound Washington Bridge following the emergency closure of the Washington Bridge on December 8, 2023.
78. Any and all Documents and Communications evidencing the Plaintiff’s allegation in Paragraph 114 of the Amended Complaint that “AECOM, Steere, Prime, and Aries Support Services breached their duty of care.”
79. Any and all Documents and Communications evidencing the Plaintiff’s allegation in Paragraph 117 of the Amended Complaint that “as a direct and proximate result of the negligence of AECOM, Steere, Prime, and Aries Support Services, the State has suffered and will continue to suffer both physical damages to its property and economic damages...”

80. Any and all Documents and Communications relating to inspections, analyses, inspection reviews and reports performed by or on behalf of RIDOT or the State of Rhode Island relating to the Washington Bridge and Eastbound Washington Bridge.
81. All Documents and Communications related to the decision-making process by RIDOT in selecting AECOM to perform services on the Washington Bridge, including evaluation criteria, scoring sheets, and decision memorandums.
82. All Documents and Communications with the Kistler Group (and/or its affiliated entities) relating to monitoring the Washington Bridge and Eastbound Washington Bridge.
83. Any and all documents that Plaintiff intends to introduce as exhibits at the trial of this Action.
84. The resume or curriculum vitae of each expert witness whom Plaintiff intends to call at the trial of this Action.
85. Any and all documents provided to, to be provided to, prepared by and/or relied upon by Plaintiff's expert(s) in this Action.
86. Any and all written statements and/or reports, signed or unsigned, of any and all expert witnesses, retained by Plaintiff, with regard to the allegations contained in the Amended Complaint.
87. To the extent not produced in response to these Requests, all Documents and Communications Plaintiff may use to support the Plaintiff's claims, causes of Action, allegations and defenses in this Action.
88. To the extent not produced in response to these Requests, all Documents supporting, identifying and quantifying with specificity the damages Plaintiff seeks in connection with this Action.

Respectfully submitted,
Defendant,
Prime AE Group Inc.
By its attorneys,

/s/ John A. Donovan, III
John A. Donovan, III, #5707
Samuel E. Cote, #10874
SLOANE AND WALSH, LLP
652 George Washington Highway, Suite 302
Lincoln, RI 02865
P: 401-495-6796
jdovnan@sloanewalsh.com
scote@sloanewalsh.com

DATED: January 28, 2026

CERTIFICATE OF SERVICE

I hereby certify that on January 28, 2026, I filed and served this document through the electronic filing system on all registered parties. The document electronically filed is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ John A. Donovan, III
John A. Donovan, III