

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

STATE OF RHODE ISLAND :

Plaintiff, :

v. :

CIVIL ACTION No. PC-2024-04526

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, :

**DEFENDANT PRIME AE GROUP, INC.’S FIRST SET OF INTERROGATORIES TO
PLAINTIFF STATE OF RHODE ISLAND**

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

INSTRUCTIONS

1. The State shall answer each question separately and fully in writing and under oath.
2. Answers to these interrogatories must include information known to the State. If the person or persons answering these interrogatories does not have enough information to answer

any of the interrogatories, it is his or her duty to make a reasonable effort to obtain such information.

3. These interrogatories require supplemental or amended answers to the extent required by Rule 33 of the Rhode Island Rules of Civil Procedure.
4. When an objection is made to any interrogatory or subpart thereof, it shall state with specificity all grounds upon which the objecting party relies. If an interrogatory is objected to on the ground of attorney-client privilege or on the ground of attorney-work product or that the information requested was obtained to prepare in anticipation of litigation or for trial, sufficient information must be provided (i) to permit the subject matter, but not content, of the allegedly privileged information to be identified with sufficient specificity to allow a party to determine whether a motion to compel is warranted; and (ii) to explain the basis for the claim of privilege in order that a court can properly determine its propriety.

DEFINITIONS

1. “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. “Complaint” or “Amended 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 Plaintiff's possession, custody or control, or available to Plaintiff, Plaintiff's 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 term “Interrogatories” refers to the below Interrogatories.

7. 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.

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

9. “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.

10. “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.
11. “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.
12. Capitalized terms not defined herein have the meanings given to them in the Amended Complaint.

INTERROGATORIES

1. For each individual(s) who assisted in preparing the answers to these interrogatories, identify each individual and following the identity of each individual, list the number of each interrogatory for which that individual provided assistance.
2. Identify each person whom Plaintiff expects to call as an expert witness at trial; setting forth in your answer the identity of such expert witness, the subject matter in which the expert is expected to testify, the substance of the facts and opinions to which the expert is expected to testify and a summary of the grounds for each opinion.
3. Identify each and every person known to you, or whom you have reason to believe may have knowledge of facts or information relevant to the allegations, defenses, or issues in this action, including but not limited to the events alleged in the Complaint, the claimed injuries, damages, liability, and any statements made by or on behalf of any party.
4. If Plaintiff has obtained any signed or unsigned statements, whether recorded or written, of any witnesses or other persons who have (or may have) knowledge of any facts in the Amended Complaint, please state:
 - a. the name, address and telephone number of each such person;
 - b. the date the statement was made/given;
 - c. to whom the statement was made/given;
 - d. the persons present when the statement was made/given or any witnesses to any signed, written statement;
 - e. whether the statement is written or verbal (and recorded or transcribed in some manner);
 - f. the person(s) with possession, custody or control of the written statement(s) or any notes, recording(s) or transcription(s) of any verbal statement(s); and
5. Set forth all facts upon which you rely in alleging that Prime was negligent, as alleged in the Complaint.
6. Describe in full and complete detail the substance of any and all conversations Plaintiff has had with any of the defendants named in the Amended Complaint relative to any alleged

- wrongdoing set forth in the Amended Complaint or upon which the Amended Complaint is founded.
7. Describe in full and complete detail Plaintiff's inspection protocol for the Washington Bridge relative to its post-tensioned cantilever beams from the time the Washington Bridge was first opened to traffic to the present, including but not limited to by identifying any and all contracts which set forth the scopes of services of others relative to inspection of the post-tensioned cantilever beams.
 8. Describe in full and complete detail the decision in or around 2013 to rehabilitate the Washington Bridge. Include in your answer whether you considered demolishing and rebuilding the Washington Bridge, and what factors you considered when deciding whether to rehabilitate or rebuild the Washington Bridge.
 9. For each category of damages the Plaintiff claims in this Litigation, provide an itemized list of damages stating and identifying with specificity:
 - a. the amount of each claimed item of damage and the method by which it was calculated;
 - b. a description of the actual physical damage allegedly suffered;
 - c. the specific act(s) or omission(s) by Prime that the Plaintiff contends caused each item of damage;
 - d. the date(s) on which the Plaintiff incurred or discovered each category of damage;
 - e. the legal basis for asserting each item of damage;
 - f. the documentary support for each item of damage, including contracts, purchase orders, invoices, and proof of payment;
 - g. any measures undertaken by the Plaintiff to mitigate such damages;
 - h. any allocation of the Plaintiff's damages performed as among the defendants or other parties; and
 - i. whether the Plaintiff has claimed or recovered all or any portion of such damage from another source.
 10. If Plaintiff alleges damages based on the increased use of the Eastbound Washington Bridge, state with specificity how much increased traffic Plaintiff alleges resulted from the closure of the westbound side of the Washington Bridge, and how Plaintiff quantified such number.
 11. Describe in full and complete detail any and all Federal monies, funding and/or grants that Plaintiff has received and/or expects to receive relative to the demolition and reconstruction of the Washington Bridge, including but not limited to the entity providing the monies, funding and/or grant, the amount of the monies, funding and/or grant and the date the monies, funding and/or grant was received.
 12. Identify all alternative causes, contributing factors, or persons/entities that the Plaintiff considered or investigated in connection with the structural deterioration or failure of the Washington Bridge. For each, state and identify:

- a. Who performed that consideration or investigation;
 - b. the conclusions reached;
 - c. all supporting facts, Documents and Communications.
13. Identify all individuals employed by the Plaintiff or RIDOT who were responsible for overseeing, supervising, reviewing, analyzing, evaluating, performing engineering reviews or analyses; designing or otherwise managing the services Prime or any other entity or individual provided in connection with the Washington Bridge from 2010 through 2023. For these individuals, state:
 - a. their job title(s) and dates of service;
 - b. a description of their responsibilities with respect to Prime's work;
 - c. their educational background, including degrees earned and institutions attended;
 - d. their professional licenses, certifications, or registrations;
 - e. their prior experience in bridge design, inspection, construction, or rehabilitation projects;
 - f. whether they exercised independent judgment in evaluating Prime's work; and
 - g. the internal procedures or standards used to evaluate Prime's deliverables.
14. Identify all decisions, budgetary actions, or funding limitations considered or implemented by the Plaintiff or RIDOT between 2010 and December 2023 that affected the scope, frequency, or method of inspections, maintenance, rehabilitation, or replacement of the Washington Bridge, regardless of whether such inspections, maintenance, rehabilitation or replacement was ultimately carried out. For each, describe:
 - a. the nature and scope of the decision, action or limitation;
 - b. the specific Washington Bridge work impacted, including any changes to
 - c. inspection methods;
 - d. the date and amount of funding affected;
 - e. whether the funding was approved, denied, or modified, and by whom;
 - f. the rationale for the decision; and
 - g. all Documents or Communications relating to such decisions.
15. Identify each instance between 2010 and December 2023 in which the Plaintiff or RIDOT chose not to perform inspections, maintenance, rehabilitation, replacement, or testing (including but not limited to non-destructive testing) on the Washington Bridge due to any reason. For each instance, state:
 - a. the specific work or testing that was deferred, reduced, or not performed;
 - b. the date of the decision and the individuals or entities involved in making it;
 - c. the amount of funding that was considered, requested or denied;

- d. whether the funding was approved, denied, or modified, and by whom;
 - e. the rationale for the decision, including any cost-benefit or risk analysis performed; and
 - f. all Documents and Communications relating to such decision.
16. Identify all instances between 2010 and December 2023 in which any individual, consultant, contactor or firm recommended the use of non-destructive testing (NDT) on the Washington Bridge. For each instance, state:
 - a. the identity of the person or entity making the recommendation;
 - b. the date and nature of the recommended NDT method(s);
 - c. the rationale for recommending NDT;
 - d. whether the Plaintiff or RIDOT approved, denied, or deferred the recommendation and reason for doing so; and
 - e. all Documents and Communications relating to such recommendation and the Plaintiff or RIDOT's response.
17. Provide a complete and detailed timeline of all maintenance, cleaning, servicing, inspection, rehabilitation, or other work performed by or on behalf of the Plaintiff or RIDOT on the Washington Bridge from January 1, 2005 to the present. For each activity, state:
 - a. the date(s) the work was performed;
 - b. the nature and scope of the work;
 - c. the entity or personnel who performed the work;
 - d. the reason or triggering event for the work (e.g., scheduled maintenance, inspection finding, emergency response);
 - e. identify related contracts or agreements; and
 - f. all Documents and Communications relating to such work.
18. State with specificity all work and/or service that you allege Prime was contracted to perform regarding the Washington Bridge.
19. State with specificity whether the Plaintiff relied on Prime for discretionary decision-making regarding bridge design, inspection, or rehabilitation; and if so, describe the nature and scope of such reliance and what decisions Prime made or was expected to make in such context.
20. Describe in complete detail any and all inspections between 2010 to December 2023 of the Washington Bridge that you or RIDOT requested, authorized, or requested.
21. Describe in complete detail any recommended repairs, additional testing or inspections, that you received as a result of the inspections identified in your answer to the previous interrogatory. Include in your answer:
 - a. Identify the firm that made the request or recommendation;

- b. Describe the basis and substance of the request or recommendation; and
 - c. State whether you or RIDOT approved or implemented the request or recommendation, and if not, explain why.
22. State the basis for Plaintiff's allegation in paragraph 114(a) of the Amended Complaint that "Prime...breached [its] duty of care by...negligently failing to...conduct a reasonably adequate detailed research and review of previous inspection reports, drawings, and plans," including in your answer:
 - a. the specific reports, drawings, and plans that the Plaintiff contends Prime failed to review;
 - b. the basis for the Plaintiff's allegations that such review was required under applicable standards or contract terms;
 - c. each act or omission by Prime that the Plaintiff contends constitutes negligence;
 - d. how these alleged acts or omissions caused or contributed to the Plaintiff's alleged damages;
 - e. all Documents and Communications that support, relate to, or refute such allegation.
23. State the basis for Plaintiff's allegation in paragraph 114(b) of the Amended Complaint that "Prime...breached [its] duty of care by...negligently failing to...recognize the importance and significance of the tie-down rods as critical to the stability of the Washington Bridge," including in your answer:
 - a. the factual basis for asserting that Prime failed to recognize the importance or significance of the tie-down rods;
 - b. when and how Plaintiff contends Prime should have recognized the importance or significance of the tie-down rods;
 - c. the specific inspections, reports, or communications in which Plaintiff contends this alleged failure should have been addressed;
 - d. whether any other inspection firm or RIDOT personnel identified the tie-down rods as critical to the Washington Bridge's stability prior to December 2023, and if so, identify the firm or individuals, the date, and the substance of the identification;
 - e. how these alleged acts or omissions caused or contributed to the Plaintiff's alleged damages;
 - f. all Documents and Communications that support, relate to, or refute such allegation.
24. State the basis for Plaintiff's allegation in paragraph 114(c) of the Amended Complaint that "Prime...breached [its] duty of care by...negligently failing to...perform an investigation into or evaluation of the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams," including in your answer:

- a. the date(s), location(s), and scope of each inspection during which the Plaintiff contends such cracking was present and should have been investigated or evaluated by Prime;
 - b. the factual basis for asserting that Prime failed to investigate or evaluate the cracking during those inspections;
 - c. each act or omission by Prime that the Plaintiff contends was a breach of the applicable standard of care;
 - d. whether the Plaintiff contends that any other inspection firm or RIDOT personnel identified or evaluated the same cracking, and if so, identify the firm or individual, and the date and the substance of the evaluation;
 - e. how the alleged failure caused or contributed to the Plaintiff's alleged damages;
 - f. all Documents and Communications that support, relate to, or refute such allegation.
25. State the basis for Plaintiff's allegation in paragraph 114(d) of the Amended Complaint that "Prime...breached [its] duty of care by...negligently failing to... recommend repairs to address the cracking discovered along the post-tensioned cables," including in your answer:
- a. When and by whom Plaintiff contends the alleged cracking was first discovered;
 - b. the specific repairs that Plaintiff contends Prime should have recommended;
 - c. whether the Plaintiff would have carried out such repairs had they been recommended by Prime;
 - d. whether the Plaintiff contends that implementation of any such repair would have prevented the emergency closure of the Washington Bridge in December 2023, and if so, identify which repair(s) the Plaintiff would have carried out and when they would have been carried out;
 - e. how Prime's alleged failure caused or contributed to the Plaintiff's alleged damages;
 - f. all Documents and Communications that support, relate to, or refute such allegation.
26. State the basis Plaintiff's allegation in paragraph 114(e) of the Amended Complaint that "Prime...breached [its] duty of care by...negligently failing to... ensure they possessed adequate technical competence, experience, and skill to perform the work," including in your answer:
- a. what technical competence, experience, and/or skill Plaintiff alleges Prime did not possess to perform the work;
 - b. the specific work Plaintiff alleges Prime lacked the technical competence, experience, and/or skill to perform;
 - c. when and how Plaintiff discovered Prime lacked such technical competence, experience, and/or skill did not possess to perform the work;

- d. each act or omission by Prime that Plaintiff contends constitutes negligence;
 - e. how these alleged acts or omissions caused or contributed to the Plaintiff's alleged damages.
27. State the basis for Plaintiff's allegation in paragraph 114(f) of the Amended Complaint that "Prime...breached [its] duty of care by...negligently failing to... honestly convey their past experience and competence when soliciting to be chosen by the Plaintiff to perform the work," including in your answer
- a. what technical competence, experience, and/or skill Plaintiff alleges Prime did not possess to perform the work;
 - b. the specific work Plaintiff alleges Prime lacked the technical competence, experience, and/or skill to perform;
 - c. when and how Plaintiff discovered Prime lacked such technical competence, experience, and/or skill did not possess to perform the work;
 - d. each act or omission by Prime that the Plaintiff contends constitutes negligence;
 - e. how these alleged acts or omissions caused or contributed to the Plaintiff's alleged damages.

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
jdonovan@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