

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

STATE OF RHODE ISLAND)
)
VS.)
)
AECOM TECHNICAL SERVICES, INC.,)
AETNI BRIDGE COMPANY,)
ARIES SUPPORT SERVICES, INC)
BARLETTA HEAVY DIVISION, INC.,)
BARLETTA/AETNI I-195 WASHINGTON)
BRIDGE NORTH PHASE 2 JV,)
COLLINS ENGINEERS &)
CONSULTANTS, INC.)
JACOBS ENGINEERING GROUP, INC.)
MICHAEL BAKER INTERNATIONAL INC.)
PRIME AE GROUP, INC.)
STEERE ENGINEERING, INC.)
TRANSYSTEMS CORPORATION, and)
VANISSE HANGEN BRUSTLIN, INC.)

C.A. No. PC-2024-4526

**DEFENDANT, ARIES SUPPORT SERVICES, INC.’S FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS PROPOUNDED TO PLAINTIFF**

Defendant, Aries Support Services, Inc. (“Defendant”), pursuant to Rule 34 of the Rhode Island Rules of Civil Procedure, requests that the plaintiff, State of Rhode Island, produce the documents listed below for inspection and copying within forty (40) days at the offices of LaSalle & Kelleher, P.C., One Turks Head Place, Suite 450, Providence, Rhode Island 02903.

1. All documents analyzing Defendant’s qualifications and/or competence as a subcontractor to AECOM in connection with Contract Number 2014-EB-003 generated on or before January 21, 2015.

2. All documents which describe Defendant's role in connection with Contract Number 2014-EB-003.

3. All documents constituting or documenting communications between the plaintiff and the Defendant regarding Contract Number 2014-EB-003.

4. All documents constituting or documenting communications between the plaintiff and any party regarding Contract Number 2014-EB-003.

5. All reports submitted by Defendant to any party in connection with Contract Number 2014-EB-003.

6. All documents constituting or documenting statements made by Defendant relating in any way to Contract Number 2014-EB-003.

7. All photographic, digital or other representations depicting the elements of the bridge inspected by Defendant as it existed during the period January 19, 2014 and January 21, 2020.

8. All documents identifying deficiencies in the inspections performed by Aries Support Services in connection with Contract Number 2014-EB-003.

9. All documents regarding deficiencies in the inspections performed by Defendant in connection with Contract Number 2014-EB-003.

10. All documents upon which you rely in alleging that the inspections performed by Defendant in connection with Contract Number 2014-EB-003 were deficient.

11. All documents identifying deficiencies in the Defendant's reporting of the inspections performed by Aries Support Services in connection with Contract Number 2014-EB-003.

12.. All documents regarding deficiencies in the Defendant's reporting of the inspections performed by it in connection with Contract Number 2014-EB-003.

13. All documents upon which you rely in alleging that the Defendant's reporting of inspections performed by it in connection with Contract Number 2014-EB-003 were deficient.

14. All documents upon which you rely in alleging that Defendant should have reviewed AECOM's January 21, 2025 Final Technical Evaluation prior to its submission to plaintiff.

15. All documents upon which you rely in alleging through paragraph 69 of the Amended Complaint that Defendant failed to adequately recognize or address critical elements of the bridge's structural safety and integrity."

16. All documents upon which plaintiff relies on alleging that Defendant was obligated to" recognize or address critical elements of the bridge' structural safety and integrity" beyond the work set forth in its subcontract with AECOM.

17. All documents constituting "existing National Bridge Inspection Standards Inspection report and data" which you claim should have been reviewed by Defendant.

18. All documents upon which you rely in alleging that Washington Bridge North No. 700 was constructed to avoid structural deterioration on the "Eastbound Washington Bridge."

19. All documents upon which you rely in claiming that due to increased wear and tear, repairs to the physical aspects of the Eastbound Washington Bridge are required on a much more frequent basis than if the Westbound Bridge traffic had not been diverted.

20. All documents upon which you rely in claiming that due to increased wear and tear, physical maintenance to the physical aspects of the Eastbound Washington Bridge are required on a much more frequent basis than if the Westbound Bridge traffic had not been diverted.

21. All documents upon which you rely in alleging that Defendant owed a duty to the state “to conform to the standard of skill, care and diligence exercised by the average professional engineering, consulting, construction, inspection and design firm.”

22. All documents upon which you rely in alleging that Defendant is a professional engineering firm.

23. All documents upon which you rely in alleging that Defendant is a consulting firm.

24. All documents upon which you rely in alleging that Defendant is a construction firm.

25. All documents upon which you rely in alleging that Defendant is an inspection firm.

26. All documents upon which you rely in alleging that Defendant is a design firm.

27. All documents which set forth the standard of skill, care and diligence of the average professional engineering firm.

28. All documents which set forth the standard of skill, care and diligence of the average consulting firm.

29. All documents which set forth the standard of skill, care and diligence of the average construction firm.

30. All documents which set forth the standard of skill, care and diligence of the average inspection firm.

31. All documents which set forth the standard of skill, care and diligence of the average design firm.

32. All documents upon which you rely in alleging through paragraph 114 of the Amended Complaint that Defendant had a duty to research and review previous inspection reports, drawings and plans in the course of its work.

33. All documents upon which you rely in alleging through paragraph 114 of the Amended Complaint that Defendant had a duty to recognize the importance and significance of the tie down rods.

34. All documents upon which you rely in alleging through paragraph 114 of the Amended Complaint that Defendant had a duty to perform an investigation into or evaluation of the cracking discovered along the post tensioned cables.

35. All documents upon which you rely in alleging through paragraph 114 of the Amended Complaint that Defendant had a duty to recommend repairs to address cracking discovered along the post tensioned cables in the post tensioned cantilever beams.

36. All documents establishing that Defendant agreed to assume AECOM's alleged contractual duties as set forth in paragraph 116 of plaintiff's complaint.

37. All documents upon which you rely in alleging has suffered and will continue to suffer both physical damage to its property and economic damages as a direct and proximate result of the negligence of the Defendant.

38. All documents in your possession which purport to assess your culpability in connection your claimed damages.

Defendant, Aries Support Services, Inc.,
By its attorneys,

/s/ John F. Kelleher
John F. Kelleher, Esq. (3854)
Brent S. Davis, Esq. (9081)
LASALLE & KELLEHER, P.C.
One Turks Head Place, Suite 450
Providence, RI 02903
(401) 421-8080
jkelleher@lasallekelleher.com
bdavis@lasallekelleher.com

CERTIFICATION

I hereby certify that on January 23, 2026, the within document was served upon all counsel of record through the Court's electronic filing system.

/s/ John F. Kelleher