

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 SET OF
INTERROGATORIES TO PLAINTIFF**

DEFINITIONS

Aries: Defendant, Aries Support Services Inc.

Subcontract: Executed proposal between Aries and AECOM Technical Services, Inc dated March 14, 2014, attached as Exhibit A.

Washington Bridge: The former westbound portion of the Washington Bridge designated Bridge 700.

INTERROGATORIES

1. State whether you have knowledge of any photographs depicting the areas of Bridge 700 (the Bridge”) inspected and/or tested by Aries Support Services, Inc.(“Aries”) as they existed during the period January 1, 2009 through January 1, 2020. If so, with respect to each, state what it depicts, the date taken, the name and address of the photographer and the name and address of the person having present custody of it.
2. State whether you or your agents have knowledge of any statements, reports, voice recordings or other transcriptions of any kind given by you or other witnesses or individuals having knowledge concerning the work Aries performed on the bridge pursuant to the Subcontract. If so, with respect to each, state the name and address of the person giving it, the date taken, the name and address of the person taking it and the name and address of the person having present custody of it.
3. Identify each and every piece of the Washington Bridge preserved by the State since December 1, 2023, including in your answer:
 - (a) a description of each piece;
 - (b) the date it was removed;
 - (b) the precise location from which it was removed;
 - (c) the identity of the individual or entity having current possession;
 - (d) its current location;
 - (e) whether any testing has been performed upon it;
4. State whether any person, firm or corporation other than Aries has made any inspection or tests of the portions of the bridge allegedly covered by Aries’s scope of work as defined in its Subcontract during the period January 1, 2009 through January 1, 2019 and if so, with respect to each such inspection or test please state the following:
 - (a) the name and address of each person, firm or corporation who or which performed each inspection and/or test;
 - (b) if each was performed by a firm or corporation, state the exact name, address and occupation of the person of each such firm or corporation who performed each such inspection and/or test;
 - (c) the approximate date of each such inspection and/or test;
 - (d) the exact nature or description of each such inspection and/or test by describing the step by step procedure or procedures of each such inspection and/or test on each such occasion;
 - (e) the name and address of each person, firm or corporation known or believed by you to have present custody or control of any report, report or memoranda of each such inspection and/or test; and
 - (f) a description of the substance of each such record, report or memoranda.
5. State whether any person, firm or corporation has made any inspection or tests of the portions of the bridge covered by Aries’s scope of work as defined in its Subcontract for the purpose of determining any alleged deficiencies in Aries’s work as alleged in

plaintiff's complaint and, if so, with respect to each such inspection or test please state the following:

- (a) the name and address of each person, firm or corporation who or which performed each inspection and/or test;
 - (b) if each was performed by a firm or corporation, state the exact name, address and occupation of the person of each such firm or corporation who performed each such inspection and/or test;
 - (c) the approximate date of each such inspection and/or test;
 - (d) the exact nature or description of each such inspection and/or test by describing the step by step procedure or procedures of each such inspection and/or test on each such occasion;
 - (e) the name and address of each person, firm or corporation known or believed by you to have present custody or control of any report, report or memoranda of each such inspection and/or test; and
 - (f) a description of the substance of each such record, report or memoranda.
6. Identify with specificity each and every regulation, statute or standard which plaintiff claims provides a standard not met by the Aries in the performance of its Subcontract.
7. Identify each and every document you claim defines the relationship between AECOM Technical Services, Inc. and Aries in connection with the Design-Bid-Build Project as identified in paragraphs 46 through 60 of the Amended Complaint.
8. Set forth all facts upon which you rely in alleging that Aries owed the State a duty to conform to the standard of skill, care, and diligence exercised by the average professional engineering, consulting, construction, inspection, and design firm.
9. Set forth all facts upon which you rely in alleging that Aries, in the performance of its Subcontract, had a duty to "conduct a reasonably adequate detailed research and review of previous inspection reports, drawings, and plans – including, but not limited to, the original Design plans, and the plans for the 1996-1998 rehabilitation project."
10. Set forth all facts upon which you rely in alleging that Aries, in the performance of its Subcontract, had a duty to "recognize the importance and significance of the tie-down rods as critical to the stability of the Washington Bridge."
11. Set forth all facts upon which you rely in alleging that Aries, in the performance of its Subcontract, had a duty to "perform an investigation into or evaluation of the cracking discovered along the post-tensioned cables in the post tensioned cantilever beams."
12. Set forth all facts upon which you rely in alleging that Aries, in the performance of its Subcontract, had a duty to "recommend repairs to address the cracking discovered along the post tensioned cables in the post tensioned cantilever beams."
13. Set forth all facts upon which you rely in alleging that Aries, as it relates to the performance

- of its Subcontract, had a duty to “ensure they possessed adequate technical competence, experience and skill to perform the work.”
14. Set forth all facts upon which you rely in alleging that Aries, as it relates to the performance of its Subcontract, had a duty to “honestly convey their past experience and competence when soliciting to be chosen by the State to perform the work.”
 15. Set forth all facts upon which you rely in alleging that Aries, in the performance of its Subcontract, had breached its duty to “honestly convey their past experience and competence when soliciting to be chosen by the State to perform the work.”
 16. Set forth all facts upon which you rely in alleging that Aries, in the performance of its Subcontract, had breached its duty to “ensure they possessed adequate technical competence, experience and skill to perform the work.”
 17. Identify all documents upon which you rely in claiming that Aries, in its Subcontract, assumed the responsibilities of AECOM Technical Services, Inc. as set forth in the 2014 Contract between the State and AECOM Technical Services, Inc.
 18. Identify in detail all physical damage to its property and economic damages suffered by the Sate as a proximate result of the negligence of Aries.
 19. Set forth all facts upon which you rely in alleging that “AECOM, Steere, Prime and Aries Support Services are joint tortfeasors.”
 20. Set forth all facts upon which you rely in claiming that the State is free from blame in connection with the alleged need to demolish the Washington Bridge.
 21. Set forth all facts upon which you rely in alleging that Aries is liable in tort for damages the State claims in connection with the demolition and reconstruction of the Washington Bridge.

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

/s/ John F. Kelleher

John F. Kelleher, Esq. (3854)
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CERTIFICATION

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

/s/ Brent S. Davis _____

EXHIBIT A



ARIES **SUPPORT SERVICES INC.**

**876 East Road
Tiverton, Rhode Island 02878**

**401-625-9879
Fax 401-625-5319**

August 6, 2013
Revised October 7, 2013
Revised November 6, 2013

Mr. Robert Wright, P.E.
AECOM
10 Orms Street, Suite 405
Providence, Rhode Island 02904

Re: Engineering Support Services
Washington Bridge Inspection
East Providence/Providence, Rhode Island
Quotation No. 130802-2, revision 1

Dear Mr. Wright:

At your request, we are pleased to provide our price quotation for the Engineering Support Services associated with your upcoming inspection of the Washington Bridge in East Providence/Providence, Rhode Island.

ARIES Support Services Inc. (ARIES) will provide qualified personnel to obtain concrete samples and perform field and laboratory testing. Work will be in accordance with your request and the attached Scope of Work. Invoicing will be according to the Fee Schedule and will reflect only actual quantities.

Additionally, ARIES will provide a qualified field crew to install, maintain and remove the equipment necessary for the required lane closures. All work will be in accordance with the latest revision of the Manual of Uniform Traffic Control Devices and performed in a manner imposing the least disruption of the flow of traffic as possible.

Lane closure equipment will include, but not be limited to, reflective cones, temporary signs, portable sign stands, flashing arrowboards and truck-mounted attenuators, as necessary. The attached Fee Schedule provides a per day cost for lane closures and additional MPOT equipment. Unit pricing for MPOT does not include the scheduling and cost of police detail officers and cruisers.

ARIES will proceed with the scope of work on verbal authorization. However, please confirm your acceptance of this agreement by signing and returning this proposal, intact, retaining a copy for your records.

We appreciate the opportunity to provide this price quotation and look forward to contributing to the successful completion of this project. Please call with any questions or concerns.

Respectfully submitted,
ARIES SUPPORT SERVICES INC.

Pamela Olsen
President

August 6, 2013
Revised October 7, 2013
Revised November 6, 2013

Washington Bridge

Quotation No. 130802-2, r1

SCOPE OF WORK

General

Test locations will be under the direction of AECOM personnel. All concrete test locations will be patched with non-shrink grout.

Concrete Cores will be extracted and tested for compressive strength in accordance with ASTM C42.

Chloride Content will be determined in accordance with AASHTO T260 for Total Chloride Ion Content. Tests will be performed at two depths from the top surface of the concrete per location to provide a means of determining the chloride intrusion.

Petrographic Examination will be performed in accordance with ASTM C856. Thin sections will be prepared for the determination of air content, mixture proportions, presence of chemical attack, freeze-thaw damage, durability and probable future performance of the concrete represented by the sample. This method also includes the determination whether alkali-silica reactions (ASR) are present in the concrete.

Ground Penetrating Radar of the deck will be performed by NDT Corporation. Total square footage for GPR cover is will be approximately 140,000SF. Two technicians will be on site to obtain longitudinal lines of data in each lane the length of the bridge, including curb lines, with cross lines at the joints between spans. The report will have a discussion of the GPR testing method and the results for the deck, transverse deck joints and along curbs. A deck plan will be incorporated in the report with GPR lines of coverage and locations that the GPR results indicate delamination, water infiltration and accumulation into the deck concrete and areas of cracked fractured and deteriorating concrete.

Lead Paint Testing will be performed by Alpha Environmental in accordance with Rhode Island Regulations for Lead Poisoning Prevention (R23-24.6-PB), DEM and all inspections shall include XRF testing and collection of 6 paint chip samples for laboratory analysis of lead. Written work specifications shall be provided based on findings.

FEE SCHEDULE

MPOT I-195	10 nights @ \$3,250/night	\$32,500
MPOT Secondary Roadways	6 days @ \$1,950/day	\$ 7,800
Field Coring Crew	5 nights @ \$1,650/night	\$ 8,250
Field Coring Crew	2 day @ \$1,500/day	\$ 3,000
Chloride Ion Content	68 each @ \$90/each	\$ 6,120
Compressive Strength	34 each @ \$90/each	\$ 3,060
GPR Survey	1 each @ \$20,560/each	\$20,950
Lead Paint Testing	1 each @ \$650/each	\$ 650
Petrographic Examination	6 each @ \$1,650/each	\$ 9,900
Towable Light Tower	10 nights@ \$475/night	\$ 4,750

TOTAL ESTIMATED COST \$ 96,980

ADDITIONAL INFORMATION

- 1) Unit rates are inclusive of travel time and mileage.
- 2) Access to beams for paint sampling to be provided by others.
- 3) Cost for site inspections and project monitoring of paint removal, if necessary, will be provided upon request.
- 4) Cancellation of services must be received a minimum of 4 hours prior to scheduled services and during our normal business hours (7 a.m. – 5 p.m.) or be subject to a minimum charge equal to half of the daily rate.
- 5) Rates for additional services shall be quoted upon request.

August 6, 2013
Revised October 7, 2013

Washington Bridge

Quotation No. 130802-2, r1

AUTHORIZATION

Please acknowledge your acceptance of the unit pricing and terms of ARIES Quotation No. 130802-2, r1 (revised October 7, 2013) by signing below and returning to our office. Please allow two weeks for scheduling of services.

Accepted this 17 day of MARCH, 2013~~4~~

By: 

Firm: AECOM