

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 SUPPLEMENTAL RESPONSES TO DEFENDANT AECOM'S FIRST SET OF INTERROGATORIES DATED SEPTEMBER 5, 2025.

Pursuant to Rules 26 and 33 of the Superior Court Rules of Civil Procedure, now comes the Plaintiff, the State of Rhode Island (the "Plaintiff" or "State"), and hereby submits the following supplemental responses to Defendant AECOM Technical Services, Inc.'s ("AECOM") First Set of Interrogatories dated September 5, 2025.

INTERROGATORY NO. 1:

1. With respect to the State's allegations in paragraph 109(a) and paragraph 127(a) of the Amended Complaint that "*AECOM breached the 2014 [and 2019] AECOM Contract[s] by...failing to conduct a detailed research and review of previous inspection reports, drawings, and plans,*" state and identify with specificity:

- a. each contract provision that the State contends AECOM breached;
- b. how AECOM allegedly failed to comply with, or breach, each such contract provision;
- c. the specific inspection reports, drawings, and plans that the State contends AECOM failed to review;
- d. all facts, acts, or omissions constituting the alleged breach;
- e. how these alleged acts or omissions caused or contributed to the State's alleged damages; and
- f. all Documents and Communications that support, relate to, or refute such allegation.

ANSWER TO INTERROGATORY NO. 1:

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:

- a. **AECOM's failure to conduct a detailed research and review of previous inspection reports, drawings, and plans breached at least the following provisions of Contract No. 2014-EB-003 (the "2014 AECOM Contract"):**
 1. **Article X, Section A(1) of the 2014 AECOM Contract, which provides that "[a]ll the services rendered pursuant to this Contract shall conform to the standards prescribed by the State and the Director of Administration" and, as a result, incorporates, among other things, 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”); see also 2014 AECOM Contract at Art. X, Section A(7) (“The Consultant shall comply with all State, Federal and local statutes, ordinances and regulations applicable to the execution and the performance of this agreement and shall procure all necessary licenses and permits.”);

2. Article X, Section B(1) of the 2014 AECOM Contract, which provides that AECOM “agrees that he/her employees, sub-consultants, or agents possess the experience, knowledge, and character to qualify them for the particular duties they perform”;
3. Section IV of the Request for Proposals entitled “Complete Design Services for the Rehabilitation of the Washington Bridge North No. 700 – Mainline, Approach and Ramp Bridges Provides and East Providence, Rhode Island” (the “RFP”), which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract and provides, in relevant part, that “[t]he existing RIDOT bridge Inspection Reports will be made available to the consultant for information only. The consultant will be responsible for making his own field observations and measurements to gather necessary information. Plans of the existing bridges are available for the Consultant's use”;
4. Section V(10)(q) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract and provides, in relevant part, that “[t]he Consultant will review available NBIS inspection reports in preparation for their own inspection and utilize the information, as appropriate, in the development of repair details”;
5. Addendum #7461338A1 dated April 11, 2013, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract and (a) notes that “[c]ourtesy copies of the projects ‘*Historical Contract Drawings, Inspection Reports and Ratings Reports*’ are available on DVD through RIDOT’s Contract Administration Office Room 108, Two Capitol Hill, Providence, RI”; and (b) in response to a question which asked, “[w]ill the original contract drawings, inspection and ratings reports be made available for review,” stated that “DVDs are currently available at no charge through the RIDOT Contracts Office, Room 108, Two Capitol Hill, Providence, RI”;

6. **Section 1.09.01 of AECOM’s letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract and provide, in relevant part, under the task entitled, “Review of Existing Plans and Reports[,]” that “[t]his task will include researching RIDOT files for construction drawing as-built drawings (if they exist), previous inspection reports, bridge maintenance records, and rating reports for any information relevant to the project. These files will be used in determining what conditions are to be expected during the inspection phase and to understand the bridges [sic] existing design and how that will interact with any proposed improvements. We will use these to validate the existing bridge geometry and features, review previous rehabilitation work and to gain an understanding of the condition of the structure as of the last inspection”;**
7. **Section 1.09.04 of AECOM’s letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract and provide, in relevant part, under the task entitled, “Field Inspection[,]” that “[t]his task will include an in-depth inspection of the bridge to serve as the basis for repairs”; and**
8. **Section 1.09.12 of AECOM’s letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract and provide, in relevant part, under the task entitled, “Evaluation and Final Report[,]” that “AECOM will gather all data, test results, field inspection reports, and calculations and evaluate this information in accordance with current best practices for rehabilitation and repair.”**

Moreover, AECOM’s failure to conduct a detailed research and review of previous inspection reports, drawings, and plans breached at least the following provisions of Purchase Order No. 3362684 for R.I. Contract No. 2014-EB-003, entitled “Notice of Change/Contract Addendum[,]” (the “2019 AECOM Contract”) which, by its terms, was a change order to the 2014 AECOM Contract and “represents work and/or changes contained in the attached Report of Change (ROC) No. 13.” As the 2019 AECOM Contract provides, “[t]his Report of Change/Contract Addendum is necessary to add additional funds to

cover the creation of a Design-Build RFP package for RIDOT, and for Construction Phase Services (Task 5.0).” In entering into the 2019 AECOM Contract, AECOM assumed, and, as set forth above, thereafter breached all of the above-cited provisions of the 2014 AECOM Contract in failing to conduct a detailed research and review of previous inspection reports, drawings, and plans.

- b. **AECOM failed to comply with, or breached, the above-cited provisions by failing to conduct a proper or reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge.**
- c. **AECOM’s 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 made available to all interested bidders in connection with the RFP and would and should have revealed to AECOM 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 made available to all interested bidders in connection with the RFP and would and should have revealed to AECOM 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 AECOM 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 and create professionally sound design plans to completely or adequately rehabilitate the Washington Bridge.**
- d. **See Answers to Interrogatory No. 1(a)-(c), (e).**

- e. **In failing to conduct a proper or reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge, AECOM breached the above-cited provisions of the 2014 AECOM Contract—pursuant to which AECOM agreed that it “shall be liable for all damage caused by its negligent acts, or its errors or omissions in its services under this Agreement or any supplements to this Agreement”—and failed to recognize not only the existence 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 completely rehabilitate the Washington Bridge. AECOM then compounded those breaches and independently breached the 2019 AECOM Contract, pursuant to which AECOM agreed to serve as RIDOT’s Owner’s Representative, in failing to perform those same actions in connection with the preparation of the 2019 Design-Build Solicitation package and the 2021 Best Value Design-Build Procurement for Bridge Group 57T-10: I-195 Washington North Phase 2 Request for Proposals, Bid# 7611889 (the “2021 RFP”)—which included the Base Technical Concepts that AECOM prepared for both solicitations—and oversight of the subsequent rehabilitation project. As a direct and proximate result of AECOM’s failure to conduct a detailed research and review of previous inspection reports, drawings, and plans under the 2014 AECOM Contract and the 2019 AECOM Contract, 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. AECOM’s failure to perform evaluations and report to the State under the 2014 AECOM Contract and the 2019 AECOM Contract 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 2014 forward, the expenditure of money to demolish and replace the Washington Bridge, and the physical wear and tear damage to the Eastbound Washington Bridge.**
- f. **Please see Bates: RIDOT_000062593-RIDOT_000064538.**

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

INTERROGATORY NO. 2:

2. With respect to the State's allegation in paragraphs 109(b) and 127(b) of the Amended Complaint that "*AECOM breached the 2014 [and 2019] AECOM Contract[s] by...failing to conduct an inspection of the Washington Bridge in conformance with the contract,*" state and identify with specificity:

- a. each contract provision that the State contends AECOM breached;
- b. the manner in which AECOM's inspection allegedly deviated from, or breached, those contract requirements;
- c. the dates and scopes of the inspections that the State contends were non-conforming;
- d. all facts, acts, or omissions constituting the alleged breach(es);
- e. how these alleged acts or omissions caused or contributed to the State's alleged damages; and
- f. all Documents and Communications that support, relate to, or refute such allegations.

ANSWER TO INTERROGATORY NO. 2:

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:

- a. **In addition to the provisions of the 2014 AECOM Contract and the 2019 AECOM Contract that are referenced in the State's Answer to Interrogatory No. 1(a), AECOM breached at least the following provisions of the 2014 AECOM Contract in failing to conduct an inspection of the Washington Bridge:**
 1. **Section III of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract and provides, in relevant part, that "[t]he Scope of Work (SOW) shall include bridge inspection and evaluation to confirm the scope of the rehabilitation and development of a study to determine the feasibility of deck joint elimination";**

- 2. Section V of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract and provides, in relevant part, that “[t]he purpose of the study and development phase is to develop and recommend the scope of the necessary bridge rehabilitation. The Consultant will initiate Phase 1 by performing a bridge inspection and developing a bridge inspection/evaluation report, which will include the preparation of a preliminary cost estimate that will be used to help program final design and construction of the bridge rehabilitation”;**
- 3. Section V(5) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract and provides, in relevant part, that “[t]he bridge inspection/evaluation report shall summarize the overall condition of the bridge structure, highlighting areas of major concern. Material testing should be performed as necessary to properly evaluate structural elements in need of rehabilitation. A section of the report shall provide detailed descriptions of the type and extent of deterioration noted during the inspection. Photographs shall be used as a supplement when describing typical areas of significant deterioration. The suitability of the existing elements shall be evaluated. The bridge inspection/evaluation report shall provide a preliminary cost estimate of the anticipated rehabilitation work to aid the Department in the programming of final design and construction of the bridge rehabilitation”;**
- 4. Section V(6) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract and provides, in relevant part, that “[t]he location and results of all tests and surveys performed on the structure shall be presented in a separate section of the report. The consultant shall make recommendations based on his field observations and test results as to the type of repairs necessary to completely rehabilitate the existing structure. When appropriate, the consultant shall discuss construction methods to perform difficult repairs. The field evaluations shall provide sufficient data to enable the consultant to determine the extent of work necessary to adequately rehabilitate the bridge. Areas of significant deterioration shall be documented by photographic means. Inspection observations shall be furnished to the**

Department in summary form showing the extent of deterioration, and shall include recommendations for work to be accomplished. Furnished data shall be sufficient to describe the deterioration areas involved, and to outline the necessary repair work along with any other information required to adequately describe the work”;

5. Section V(10)(e) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract and provides, in relevant part, that “[t]he Consultant will prepare framing plans and elevations with appropriate dimensions to fully describe the prestressed, post-tensioned, and steel spans; elevations of cantilevers and drop-in spans; typical sections; and beam details”;
6. Section V(10)(k) of the RFP, which was entitled, “Cantilever and Drop-in Span Beam Repairs (Spans 1-6 & 8-14),” was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, and provides, in relevant part, that “[b]ased upon existing NBIS inspection data, a majority of the deterioration is concentrated near the beam ends. The deterioration varies from simple spalls and cracks to large spalls with exposed strands/rebars. In some cases, the spalls are accompanied with significant section loss in the prestressing strands. The Consultant will prepare repair schedules of the deterioration location, type and size. The post-tensioned cantilever beams also exhibit random deep spalls and cracks. As part of the repair evaluation, the Consultant will perform structural analyses to evaluate the capacity of the various types of I-beams (drop-in beam types A through K) to determine if the beams require strengthening as a result of section loss in the prestressing strands and concrete deterioration. If it is determined that strengthening (in the form of external post-tensioning) is required, all design associated with the strengthening will be performed by supplemental agreement. Under this scope of work, it is anticipated that in addition to concrete repairs, many beams with dapped ends will require concrete encasement. In order to develop design details for this condition, the Consultant will perform strut & tie analysis to determine loading and the amount of reinforcing steel required. To facilitate the dapped end repairs, it is

anticipated that the existing end diaphragms will need to be replaced”;

7. **Section V(10)(I) of the RFP, which was entitled, “Spans 14 thru 18: Prestressed Concrete I-Beam Repairs,” was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, and provides, in relevant part, that “[b]ased upon existing NBIS inspection data, a majority of the beam deterioration is concentrated at the beam ends. There are deep spalls and cracks and exposed strands and rebars. The Consultant will prepare repair schedules of the deterioration location, type and size. As part of the repair evaluation for I-beams, the Consultant will perform structural analyses to evaluate the capacity of the various types of beams (there may be 16 different strand patterns used in these spans). The Consultant will determine if any beam requires strengthening as a result of section loss in the prestressing strands and/or deteriorated concrete. If it is determined that strengthening in the form of external posttensioning is required, all associated strengthening design will be performed by supplemental agreement”;**
8. **Section 1.09.02 of AECOM’s letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract and provide, in relevant part, under the task entitled, “Prepare Bridge Testing & Inspection Program,” that “AECOM and our subconsultant ARIES Support Services will prepare a plan to scan the entire deck with ground penetrating radar (GPR) and take cores and conduct chloride testing where applicable. AECOM will review the plan with RIDOT and get RIDOT approval prior to performing the work”;**
9. **Section 1.09.04 of AECOM’s letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract and provide, in relevant part, under the task entitled, “Field Inspection,” that “[t]his task will include an in-depth inspection of the bridge to serve as the basis for repairs. The inspection will include**

a visual inspection of the exposed elements of the bridge superstructure and substructure, soundings of the substructures, sounding of the fascia arches, soundings of corbel areas and soundings of the underside of the deck. Areas of deteriorated concrete will be identified on sketches”;

10. Section 1.09.10 of AECOM’s letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract and provide, in relevant part, under the task entitled, “Bridge Ratings,” that “[p]revious bridge ratings will be utilized to identify which beam members appear to need strengthening in the existing condition. Submission of formal bridge ratings are not anticipated as part of the preliminary design, however bridge calculations will be performed to determine if beam strengthening is required, make recommendations on joint elimination and continuity. The RIDOT scope indicated that if it is determined that strengthening in the form of external post tensioning is required due to section loss of prestressing strands, then this work will be performed by supplemental agreement. As indicated in the previous section, we intend on modeling the structure using CSI Bridge. This model will allow us to evaluate the impact if beam continuity has on beam stresses. Secondly, it will allow for a full evaluation of substructure forces for various joint layout scenarios. The model allow [sic] for evaluation of the post tensioned connection between superstructure and pier cap. We do not anticipate modeling or performing analysis of Span 7, simple steel span over the navigation channel. Foundation evaluation and strengthening is assumed outside of the scope of the investigation. It is anticipated that the existing deep pile foundation is adequate to accommodate proposed changes in superstructure joint configuration. The evaluation results and conclusions are documented in a report as part of scope section 1.09.12”; and
11. Section 1.09.12 of AECOM’s letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract and provide, in relevant part,

under the task entitled, “Evaluation and Final Report,” that “AECOM will gather all data, test results, field inspection reports, and calculations and evaluate this information in accordance with current best practices for rehabilitation and repair.”

- b. AECOM deviated from, or breached, the above-cited provisions by failing to conduct an inspection of the Washington Bridge that identified, evaluated, and/or recommended the type of repairs necessary to completely rehabilitate the bridge. This includes AECOM’s failure, in its inspection for the 2014 AECOM Contract, to (1) recognize not only the existence of the tie-down rods and their significance to the stability, integrity, and safety of the structure, but also AECOM’s failure to observe the section loss of the tie-down rods at Pier 6 and Pier 7 and recommend a review or an evaluation of the condition of all the tie-down rods; and (2) perform or recommend an evaluation of the condition of the post-tensioning system, including, without limitation, the condition of the post-tensioned ducts in the cantilever beams.**
- c. Pursuant to Rule 33(d) of the Superior Court Rules of Civil Procedure, please see (1) the “Final Technical Evaluation Report Washington Bridge North No. 700 Providence and East Providence, Rhode Island,” which AECOM transmitted to RIDOT on or about January 21, 2015; (2) the “Washington Bridge No. 700 Bridge Inspection Results,” which AECOM transmitted to RIDOT on or about January 21, 2015; (3) the “Draft Technical Evaluation Report Washington Bridge North No. 700 Providence and East Providence, Rhode Island,” which AECOM transmitted to RIDOT on or about October 14, 2014; and (4) a preliminary report entitled, “1.09.12 Evaluation and Final Report,” which AECOM transmitted to RIDOT on or about August 18, 2014.**
- d. See Answers to Interrogatory No. 1(a)-(c), (e) and Answers to Interrogatory No. 2(a)-(c), (e).**
- e. As a direct and proximate cause of AECOM’s failure to conduct an inspection of the Washington Bridge in conformance with the 2014 AECOM Contract and the 2019 AECOM Contract, 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. AECOM’s failure to perform evaluations and report to the State under the 2014 AECOM Contract and the 2019 AECOM Contract 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 2014 forward, the expenditure of money to demolish and**

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

f. Please see Bates: RIDOT_000062593-RIDOT_000064538.

INTERROGATORY NO. 3:

3. With respect to the State's allegation in paragraphs 109(c) and 127(c) of the Amended Complaint that "AECOM breached the 2014 [and 2019] AECOM Contract[s] by...failing to perform evaluations and report to the State as required by the contract," state and identify with specificity:

- a. each contract provision that the State contends AECOM breached;
- b. how AECOM allegedly failed to comply with, or breached, each such contract provision;
- c. the specific evaluations that the State contends were required under the 2014 and 2019 AECOM Contracts, but that AECOM allegedly failed to perform;
- d. the report(s) that the State contends were required by the contract but not provided or were otherwise allegedly deficient;
- e. the factual basis for asserting that AECOM failed to perform such evaluations or submit such reports and what, if any, alleged deficiencies there were in each such report;
- f. how these alleged acts or omissions caused or contributed to the State's alleged damages; and
- g. all Documents and Communications that support, relate to, or refute such allegations.

ANSWER TO INTERROGATORY NO. 3:

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:

- a. In addition to the provisions of the 2014 AECOM Contract and the 2019 AECOM Contract that are referenced in the State's Answer to Interrogatory No. 1(a) and the provisions of the 2014 AECOM Contract that are referenced in the State's Answer to Interrogatory No. 2(a), AECOM breached at least the following provisions of the 2014 AECOM

Contract in failing to perform evaluations and report to the State as required by the contract:

- 1. Section IV of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract and provides, in relevant part, that “[t]he following requirements shall be undertaken, as applicable, on all bridges in this contract: 1. The bridge work contemplated in this contract shall, in general, consist of preparing the necessary contract documents, plans, specifications, quantities, and estimates for the rehabilitation of the structure”;**
 - 2. Section VI of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract and provides, in relevant part, that “[t]he plans should be accurate and to scale and attain the objective of the bridge rehabilitation as outlined in the approved Bridge Inspection/Evaluation Report and as refined in the approved 30% Submission”; and**
 - 3. Section VII of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract and provides, in relevant part, that “[u]pon completion of PHASE 2 services and award of the Contract, the consultant shall provide construction support, attend meetings, review contractor shop drawings and Requests for Information (RFIs), and monitor construction activities as required.”**
- b. In addition to the failures/breaches identified in the State’s Answers to Interrogatory No. 1(b) and Interrogatory No. 2(b), AECOM also failed to comply with, or breached, the above-cited provisions by failing to evaluate, and report to the State regarding, the conditions of the tie-down rods and the post-tensioning system, including, without limitation, the post-tensioned ducts in the cantilever beams. AECOM also breached the 2019 AECOM Contract in failing to perform its obligations as RIDOT’s Owner’s Representative (a) prior to, and during, AECOM’s preparation of the 2019 Design-Build Solicitation package and the 2021 RFP, and (b) after the issuance of Contract No. 2021-DB-020 Design/Build Services or the I-195 Washington Bridge Phase 2, when AECOM was obligated to provide construction support, attend meetings, review contractor shop drawings and Requests for Information (RFIs), and monitor construction activities.**
- c. See Answers to Interrogatory No. 1(a), Interrogatory No. 2(a), and Interrogatory No. 3(a)-(b).**

- d. **The bridge inspection/evaluation report required under Section V of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, and the Evaluation and Final Report required under Section 1.09.12 of AECOM's letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract.**
- e. **AECOM's Final Technical Evaluation Report Washington Bridge North No. 700 Providence and East Providence, Rhode Island," which AECOM transmitted to RIDOT on or about January 21, 2015 (the "Final Technical Evaluation"), and AECOM's "Washington Bridge No. 700 Bridge Inspection Results," which AECOM transmitted to RIDOT on or about January 21, 2015 (the "Bridge Inspection Results") were deficient because they did not properly advise the State on the repairs necessary to completely or adequately rehabilitate the Washington Bridge. For example, in its Final Technical Evaluation, AECOM provided a list of "major conclusions/recommendations" for the Washington Bridge but, in doing so, neglected to (1) recognize the existence of the tie-down rods and their significance to the stability, integrity, and safety of the structure, (2) recommend any review or evaluation of the condition of the tie-down rods for, among other things, section loss, (3) recommend an evaluation of the condition of the post-tensioning system, including, without limitation, the condition of the post-tensioned ducts in the cantilever beams, and (4) recommend repairs to the post-tensioning system necessary to completely or adequately rehabilitate the Washington Bridge.**
- f. **As a direct and proximate result of AECOM's failure to perform evaluations and report to the State under the 2014 AECOM Contract and the 2019 AECOM Contract, 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. AECOM's failure to perform evaluations and report to the State under the 2014 AECOM Contract and the 2019 AECOM Contract 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 2014 forward, the expenditure of money to demolish and replace the Washington Bridge, and the physical wear and tear damage to the Eastbound Washington Bridge.**
- g. **Please see Bates: RIDOT_000062593-RIDOT_000064538.**

INTERROGATORY NO. 4:

4. With respect to the State's allegation in paragraphs 109(d) and 127(d) of the Amended Complaint that "*AECOM breached the 2014 [and 2019] AECOM Contract[s] by...failing to recommend needed repairs in accordance with the requirements of the contract,*" state and identify with specificity:

- a. each provision of the 2014 and 2019 AECOM Contracts that contains the referenced requirements to recommend repairs;
- b. how AECOM allegedly failed to comply with, or breached, each such contract provision(s);
- c. the specific repairs that that the State contends should have been recommended, but were not;
- d. the factual basis for asserting that AECOM knew or should have known such repairs were necessary;
- e. whether the State 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) and explain how such repairs would have prevented the emergency closure;
- f. whether any other inspection or engineering firms recommend the same repairs the State contends AECOM failed to recommend, and if so, identify the firm, the date of the recommendation, and the State's response thereto;
- g. all facts, acts, or omissions constituting the alleged breaches;
- h. how each alleged acts or omissions caused or contributed to the State's alleged damages; and
- i. all Documents and Communications that support, relate to, or refute such allegations.

ANSWER TO INTERROGATORY NO. 4:

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:

- a. **The following provisions of the 2014 AECOM Contract and the 2019 AECOM Contract contain the requirements to recommend repairs:**

- 1. Section IV of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, provides, in relevant part, that “[t]he following requirements shall be undertaken, as applicable, on all bridges in this contract: 1. The bridge work contemplated in this contract shall, in general, consist of preparing the necessary contract documents, plans, specifications, quantities, and estimates for the rehabilitation of the structure”;**
- 2. Section V of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, provides, in relevant part, that “[t]he purpose of the study and development phase is to develop and recommend the scope of the necessary bridge rehabilitation. The Consultant will initiate Phase 1 by performing a bridge inspection and developing a bridge inspection/evaluation report, which will include the preparation of a preliminary cost estimate that will be used to help program final design and construction of the bridge rehabilitation”;**
- 3. Section V(5) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract and provides, in relevant part, that “[t]he bridge inspection/evaluation report shall summarize the overall condition of the bridge structure, highlighting areas of major concern. Material testing should be performed as necessary to properly evaluate structural elements in need of rehabilitation. A section of the report shall provide detailed descriptions of the type and extent of deterioration noted during the inspection. Photographs shall be used as a supplement when describing typical areas of significant deterioration. The suitability of the existing elements shall be evaluated. The bridge inspection/evaluation report shall provide a preliminary cost estimate of the anticipated rehabilitation work to aid the Department in the programming of final design and construction of the bridge rehabilitation”;**
- 4. Section V(6) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, provides, in relevant part, that “[t]he location and results of all tests and surveys performed on the structure shall be presented in a separate section of the report. The consultant shall make**

recommendations based on his field observations and test results as to the type of repairs necessary to completely rehabilitate the existing structure. When appropriate, the consultant shall discuss construction methods to perform difficult repairs. The field evaluations shall provide sufficient data to enable the consultant to determine the extent of work necessary to adequately rehabilitate the bridge. Areas of significant deterioration shall be documented by photographic means. Inspection observations shall be furnished to the Department in summary form showing the extent of deterioration, and shall include recommendations for work to be accomplished. Furnished data shall be sufficient to describe the deterioration areas involved, and to outline the necessary repair work along with any other information required to adequately describe the work”;

5. Section V(10)(e) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, provides, in relevant part, that “[t]he Consultant will prepare framing plans and elevations with appropriate dimensions to fully describe the prestressed, post-tensioned, and steel spans; elevations of cantilevers and drop-in spans; typical sections; and beam details”;
6. Section V(10)(i) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, provides, in relevant part, that “[t]he Consultant will prepare spandrel wall elevations indicating type and location of deteriorated areas. The Consultant will also prepare repair details for spalls and cracks”;
7. Section V(10)(j) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, provides, in relevant part, that “[t]he Consultant will prepare phase construction details for the proposed rehabilitation work (i.e. corbel drop-in span repairs, AASHTO I-beam end repairs (spans 15-18), deck repairs, end diaphragm replacement (drop-in spans and spans 15-18), Gano Street Ramp box beam flange repairs, etc.). The Consultant will develop the necessary details to define the phase construction limits

in conjunction with the maintenance and protection of traffic plans”;

8. **Section V(10)(k) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, provides, in relevant part, that “[b]ased upon existing NBIS inspection data, a majority of the deterioration is concentrated near the beam ends. The deterioration varies from simple spalls and cracks to large spalls with exposed strands/rebars. In some cases the spalls are accompanied with significant section loss in the prestressing strands. The Consultant will prepare repair schedules of the deterioration location, type and size. The post-tensioned cantilever beams also exhibit random deep spalls and cracks. As part of the repair evaluation, the Consultant will perform structural analyses to evaluate the capacity of the various types of I-beams (drop-in beam types A through K) to determine if the beams require strengthening as a result of section loss in the prestressing strands and concrete deterioration. If it is determined that strengthening (in the form of external post-tensioning) is required, all design associated with the strengthening will be performed by supplemental agreement. Under this scope of work, it is anticipated that in addition to concrete repairs, many beams with dapped ends will require concrete encasement. In order to develop design details for this condition, the Consultant will perform strut & tie analysis to determine loading and the amount of reinforcing steel required. To facilitate the dapped end repairs, it is anticipated that the existing end diaphragms will need to be replaced”;**

9. **Section V(10)(l) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, provides, in relevant part, that “[b]ased upon existing NBIS inspection data, a majority of the beam deterioration is concentrated at the beam ends. There are deep spalls and cracks and exposed strands and rebars. The Consultant will prepare repair schedules of the deterioration location, type and size. As part of the repair evaluation for I-beams, the Consultant will perform structural analyses to evaluate the capacity of the various types of beams (there may be 16 different strand patterns used in these spans). The Consultant will determine if any beam requires**

strengthening as a result of section loss in the prestressing strands and/or deteriorated concrete. If it is determined that strengthening in the form of external posttensioning is required, all associated strengthening design will be performed by supplemental agreement”;

10. Section V(10)(q) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, provides, in relevant part, that “[t]he Consultant will review available NBIS inspection reports in preparation for their own inspection and utilize the information, as appropriate, in the development of repair details”;
11. Section VI of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, provides, in relevant part, that “[t]he plans should be accurate and to scale and attain the objective of the bridge rehabilitation as outlined in the approved Bridge Inspection/Evaluation Report and as refined in the approved 30% Submission”;
12. Section 1.09.02 of AECOM’s letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract, provide, in relevant part, under the task entitled, “Prepare Bridge Testing & Inspection Program,” that “AECOM and our subconsultant ARIES Support Services will prepare a plan to scan the entire deck with ground penetrating radar (GPR) and take cores and conduct chloride testing where applicable. AECOM will review the plan with RIDOT and get RIDOT approval prior to performing the work”;
13. Section 1.09.04 of AECOM’s letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract, provide, in relevant part, under the task entitled, “Field Inspection,” that “[t]his task will include an in-depth inspection of the bridge to serve as the basis for repairs”;
14. Section 1.09.10 of AECOM’s letters of proposal dated August 12, 2013 with revisions dated October 18, 2013

and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract, provide, in relevant part, under the task entitled, "Bridge Ratings," that "[p]revious bridge ratings will be utilized to identify which beam members appear to need strengthening in the existing condition. Submission of formal bridge ratings are not anticipated as part of the preliminary design, however bridge calculations will be performed to determine if beam strengthening is required, make recommendations on joint elimination and continuity. The RIDOT scope indicated that if it is determined that strengthening in the form of external post tensioning is required due to section loss of prestressing strands, then this work will be performed by supplemental agreement. As indicated in the previous section, we intend on modeling the structure using CSI Bridge. This model will allow us to evaluate the impact if beam continuity has on beam stresses. Secondly, it will allow for a full evaluation of substructure forces for various joint layout scenarios. The model allow [sic] for evaluation of the post tensioned connection between superstructure and pier cap. We do not anticipate modeling or performing analysis of Span 7, simple steel span over the navigation channel. Foundation evaluation and strengthening is assumed outside of the scope of the investigation. It is anticipated that the existing deep pile foundation is adequate to accommodate proposed changes in superstructure joint configuration. The evaluation results and conclusions are documented in a report as part of scope section 1.09.12"; and

15. Section 1.09.12 of AECOM's letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract, provide, in relevant part, under the task entitled, "Evaluation and Final Report," that "AECOM will gather all data, test results, field inspection reports, and calculations and evaluate this information in accordance with current best practices for rehabilitation and repair."

Moreover, under Section III of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, RIDOT made clear that it was "anticipated that, as a

minimum, the following bridge components will be included in the Rehabilitation of Washington Bridge North No. 700:

- **Corbels, dapped ends of prestressed concrete I-beams and diaphragms at spans 1-6 & 8-14. Consideration should be given to bonding reinforced polymer fabric over repaired spalled areas to increase the live load carrying capacity of the bridge and to prolong the life of the bridge.**
- **Post-tensioned cantilever beams**
- **Concrete deck at all joints, including elimination of joints as determined feasible per a deck joint elimination study**
- **I-beam ends & diaphragms at spans 15-18**
- **Pier columns & cap beams at piers 15-18**
- **Spandrel Walls**
- **Gano Street Ramp box beam flange repairs**
- **Gouges in light pole**
- **Cleaning and flushing of bridge drainage scuppers**
- **Sign structure grout pad repairs**
- **Replacement of deck waterproofing membrane and bituminous pavement resurfacing**
- **Repointing of lead wool (or other) masonry pointing**
- **Bird guano removal**

The Scope of Work (SOW) shall include bridge inspection and evaluation to confirm the scope of the rehabilitation and development of a study to determine the feasibility of deck joint elimination.”

- b. AECOM failed to comply with, or breached, the above-cited contract provisions by failing to recommend the repairs necessary to completely or adequately rehabilitate the Washington Bridge, which included AECOM’s failure to (1) recognize the existence of the tie-down rods and their significance to the stability, integrity, and safety of the structure, (2) recommend any review or evaluation of the condition of the tie-down rods for, among other things, section loss, (3) recommend an evaluation of the condition of the post-tensioning system, including, without limitation, the condition of the post-tensioned ducts in the cantilever beams, and (4) recommend repairs to the post-tensioning system necessary to completely or adequately rehabilitate the Washington Bridge.**
- c. AECOM should have recommended, but did not recommend, repairs to strengthen, minimize, or address section loss to the tie-down rods on the Washington Bridge and repairs to strengthen, minimize, or address corrosion, cracking, and other issues later discovered with the post-tensioning system.**

- d. AECOM knew or should have known that these repairs were necessary to completely rehabilitate the Washington Bridge based on the standard of care owed by professional engineering firms, licensed engineers, and bridge inspectors and designers, and because the bridge structure file could and should have revealed to AECOM, among other things, (1) the Original Design Plans, which should have revealed to AECOM not only the existence of the tie-down rods, but also their significance to the stability, integrity, and safety of the Washington Bridge, (2) the design plans and drawings for the 1996-1998 rehabilitation of the Washington Bridge under R.I. Contract No. 9603, which should have revealed to AECOM 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 formed the basis for additional repairs. AECOM did not abide by its contractual obligation to design plans to completely rehabilitate the Washington Bridge.**
- e. Yes, the State contends that AECOM's failure to implement repairs could and should have prevented the emergency closure of the Washington Bridge in December of 2023. If AECOM—which not only inspected the Washington Bridge as part of the 2014 AECOM Contract, but also conducted routine and special inspections of the Washington Bridge in 2015, 2017, 2019, 2020, and 2023—had (1) known of the existence of the tie-down rods, and/or (2) recognized their significance to the stability, integrity, and safety of the Washington Bridge, then in the decade prior to the emergency closure of the Washington Bridge, AECOM could and should have alerted the State to conduct a review or an evaluation of the condition of the tie-down rods for, among other things, section loss. This, at a minimum, could and should have formed the basis for repairs to the tie-down rods or the implementation of additional, external post-tensioning for the Washington Bridge and prevented the emergency closure in December of 2023.**
- f. No other inspection or engineering firms recommended the same repairs that the State contends AECOM failed to recommend.**
- g. See Answers to Interrogatory No. 1(a)-(c), (e), Answers to Interrogatory No. 2(a)-(c), (e), Answers to Interrogatory No. 3(a)-(e), and Answers to Interrogatory No. 4(a)-(f). AECOM also breached the 2014 AECOM Contract when, on or about September 23, 2016, AECOM transmitted to RIDOT its final construction plans (the "2016 Construction Plans") for the rehabilitation of the Washington Bridge. In those 2016 Construction Plans—which AECOM, along with others, stamped with its seal—AECOM made no reference to or mention of the**

tie-down rods, despite the fact that some of the tie-down rods were visibly depicted in the photographs submitted in connection with AECOM's Bridge Inspection Results. AECOM's 2016 Construction Plans also lacked any recommended repairs to address the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams.

- h. As a direct and proximate result of AECOM's failure to recommend needed repairs in accordance with the requirements of the 2014 AECOM Contract and the 2019 AECOM Contract, 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. AECOM's failure to perform evaluations and report to the State under the 2014 AECOM Contract and the 2019 AECOM Contract 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 2014 forward, the expenditure of money to demolish and replace the Washington Bridge, and the physical wear and tear damage to the Eastbound Washington Bridge.
- i. Please see Bates: RIDOT_000062593-RIDOT_000064538.

5. With respect to the State's allegation in paragraphs 107(e) and 127(e) of the Amended Complaint that "AECOM breached the 2014 [and 2019] AECOM Contract[s] by...failing to otherwise comply with its contractual obligations," state and identify with specificity:

- a. each contract provision that the State contends AECOM breached;
- b. how AECOM allegedly failed to comply with, or breached, each such contract provision;
- c. all facts, acts, or omissions constituting the alleged breaches; and
- d. how these alleged acts or omissions caused or contributed to the State's alleged damages; and
- e. all Documents and Communications that support, relate to, or refute such allegations.

ANSWER TO INTERROGATORY NO. 5:

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:

- a. In addition to the provisions of the 2014 AECOM Contract and the 2019 AECOM Contract that are referenced in the State’s Answers to Interrogatory No. 1(a), Interrogatory No. 2(a), Interrogatory No. 3(a), and Interrogatory No. 4(a), AECOM breached Article X, Section A(7) of the 2014 AECOM Contract, which provides, in relevant part, that “[t]he Consultant shall comply with all State, Federal and local statutes, ordinances and regulations applicable to the execution and the performance of this agreement and shall procure all necessary licenses and permits.” This incorporated and included the following obligations:**
 - 1. 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);**
 - 2. 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);**
 - 3. 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);**
 - 4. The duty to “approve and seal only those design documents that conform to accepted engineering standards and safeguard the life, health, property, and welfare of the public,” see 2014 Professional Engineering Regulations at § 120.62.3.2; see also 430-RICR-00-00-1.7(C)(2);**
 - 5. 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);**

6. 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);
7. 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);
8. 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” AECOM, see State of Rhode Island Procurement Regulations: Section 12 Rhode Island Department of Transportation Projects at § 12.104.14; and
9. 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 [AECOM’s] 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.

Under the 2014 AECOM Contract, AECOM further agreed that AECOM “shall be liable for all damage caused by its negligent acts, or its errors or omissions in its services under this Agreement or any supplements to this Agreement[.]” See 2014 AECOM Contract at Art. X, § B(2). As a change order, and therefore supplement to, the 2014 AECOM Contract, AECOM also agreed to “be liable for all damage caused by its negligent acts, or its errors or omissions in its services” under the 2019 AECOM Contract.

- b. AECOM failed to comply with, or breached, the above-cited contract provisions by, among other things, representing that AECOM was familiar with the needs of the Washington Bridge; that AECOM had the competence and experience necessary to rehabilitate and improve the Washington Bridge’s structural performance; that AECOM would

undertake a thorough hands-on inspection of the structure before making any recommendations for the repairs and rehabilitation for the Washington Bridge; that AECOM would ensure its inspectors will have reviewed recent inspection reports and structure orientation plans to familiarize themselves with the areas of the Washington Bridge recommended for repairs; that AECOM could use industry standard concrete repair techniques to restore the Washington Bridge to its original or near original condition; and that AECOM would be liable for all damage caused by its negligent acts, errors, or omissions.

- c. See Answers to Interrogatory No. 1(a)-(c), (e), Answers to Interrogatory No. 2(a)-(c), (e), Answers to Interrogatory No. 3(a)-(e), Answers to Interrogatory No. 4(a)-(f), and Answers to Interrogatory No. 4(a)-(b), (d).**
- d. As a direct and proximate result of AECOM's failure to otherwise comply with these contractual obligations under the 2014 AECOM Contract and the 2019 AECOM Contract, 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. AECOM's failure to perform evaluations and report to the State under the 2014 AECOM Contract and the 2019 AECOM Contract 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 2014 forward, the expenditure of money to demolish and replace the Washington Bridge, and the physical wear and tear damage to the Eastbound Washington Bridge.**
- e. Please see Bates: RIDOT_000062593-RIDOT_000064538.**

6. With respect to the State's allegation in paragraph 114(a) of the Amended Complaint that "*AECOM...breached [its] duty of care by...negligently failing to conduct a reasonably adequate detailed research and review of previous inspection reports, drawings, and plans,*" state and identify with specificity:

- a. the specific reports, drawings, and plans that the State contends AECOM failed to review;
- b. the duty of care that was allegedly breached and the source of such duty;
- c. the basis for the State's assertions or allegations that such review was required under applicable standards or contract terms;
- d. each act or omission by AECOM that the State contends constitutes negligence;
- e. how these alleged acts or omissions caused or contributed to the State's alleged damages;
- f. whether such alleged acts or omissions by AECOM are also alleged to

- constitute a breach of any contract between AECOM and the State; and
- g. all Documents and Communications that support, relate to, or refute such allegation.

ANSWER TO INTERROGATORY NO. 6:

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:

- a. The State contends that AECOM failed 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.
- b. For the allegation referenced in this Interrogatory, the duties of care that AECOM owed to the State have several sources. First, AECOM 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. Second, AECOM, as a professional engineering firm, has specific duties imposed by law, which include:
 1. 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);
 2. 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);

3. 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);
4. The duty to “approve and seal only those design documents that conform to accepted engineering standards and safeguard the life, health, property, and welfare of the public,” see 2014 Professional Engineering Regulations at § 120.62.3.2; see *also* 430-RICR-00-00-1.7(C)(2);
5. 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);
6. 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); and
7. 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).

Third, AECOM owed the State duties of care under the 2014 AECOM Contract, its respective inspection contracts, and the 2019 AECOM Contract. In connection with, and pursuant to, the 2014 AECOM Contract, AECOM:

1. Agreed that “[a]ll the services rendered pursuant to this Contract shall conform to the standards prescribed by the State and the Director of Administration,” which incorporated and included, among other things, RIDOT’s *Bridge Inspection Manual*. As the *Bridge Inspection Manual* provides, in relevant part, “[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 and 2.3.1;

- 2. Agreed that its “employees, sub-consultants, or agents possess the experience, knowledge, and character to qualify them for the particular duties they perform,” see 2014 AECOM Contract at Art. X, § B(1);**
- 3. Had the opportunity to “review available NBIS inspection reports in preparation for their own inspection and utilize the information, as appropriate, in the development of repair details” in connection with the preparation of its proposal to the RFP, see RFP at § V(10)(q);**
- 4. Had the opportunity to review “original contract drawings, inspection and ratings reports” for the Washington Bridge in connection with the preparation of its proposal to the RFP, see Addendum #7461338A1 dated April 11, 2013;**
- 5. Agreed and represented to RIDOT in Section 1.09.01 of AECOM’s letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, that the task entitled, “Review of Existing Plans and Reports[,]” “will include researching RIDOT files for construction drawing as-built drawings (if they exist), previous inspection reports, bridge maintenance records, and rating reports for any information relevant to the project. These files will be used in determining what conditions are to be expected during the inspection phase and to understand the bridges [*sic*] existing design and how that will interact with any proposed improvements. We will use these to validate the existing bridge geometry and features, review previous rehabilitation work and to gain an understanding of the condition of the structure as of the last inspection”;**
- 6. Agreed and represented to RIDOT in Section 1.09.12 of AECOM’s letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, that in connection with the task entitled, “Evaluation and Final Report[,]” AECOM will gather all data, test results,**

field inspection reports, and calculations and evaluate this information in accordance with best practices for rehabilitation and repair.”

Fourth, in connection with the 2014 AECOM Contract and, again, under the 2019 AECOM Contract, AECOM assumed and owed to the State fiduciary duties. In connection with the 2014 AECOM Contract, AECOM held itself out to the State as a trusted expert in professional engineering, consulting, construction, and design. As AECOM represented to the State:

- 1. “AECOM is currently the number 1 ranked pure design firm by Engineering News-Record and we are also ranked number 1 in Transportation”;**
- 2. “Our services cover the gambit [*sic*] of transportation engineering including structural, traffic, railroad, environmental, planning, utilities and drainage, architecture and geotechnical engineering”;**
- 3. “Our Structural Group is comprised of over 30 professionals in the Northeast. Structural engineering is part of our core business and we have worked with RIDOT on many projects and have seen firsthand the effect of deterioration on important structures. We would value the opportunity to inspect and prepare design plans to assist RIDOT in restoring the structural capacity of Bridge 700”;**
- 4. “We have made ourselves familiar with the needs of the [Washington Bridge] and are confident that the AECOM team has the experience to rehabilitate and improve the structural performance of Bridge No. 700 in a timely, cost effective and efficient manner”;**
- 5. “In order to ensure we have the latest condition assessment of the structure AECOM will undertake a thorough hands-on inspection of the structure before making any recommendations for the repairs and rehabilitation”;**
- 6. “To ensure our inspectors efficiently undertake the field activities they will have reviewed the recent Biennial and Special Inspection reports and structure orientation plans to familiarize themselves with the areas of the bridge recommended for repairs”; and**

7. **“Depending on the type, size, and location of the concrete deteriorations in need of repair, various industry standard concrete repair techniques will be used to restore the bridge elements back to original or near original condition.”**

The State reasonably and justifiably relied on AECOM’s purported expertise in the professional engineering, consulting, construction, and design industry, and AECOM’s representations about its expertise, in selecting AECOM as the consultant tasked with completely rehabilitating the Washington Bridge.

The State similarly, and reasonably and justifiably, relied upon AECOM’s purported expertise in engaging AECOM to serve as RIDOT’s Owner’s Representative under the 2019 AECOM Contract. As that contract notes, in relevant part, “AECOM understands and complies with industry best practices to protect RIDOT’s interest on the project.”

- c. **See Answers to Interrogatory No. 1(a) and Interrogatory No. 6(b).**
- d. **For the allegation referenced in this Interrogatory, the State contends that AECOM 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, AECOM should have first discovered (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 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 sufficient to completely rehabilitate the Washington Bridge under the 2014 AECOM Contract and in preparing the 2019 Design-Build Solicitation package and the 2021 RFP to extend the life of the Washington Bridge by an additional twenty-five years.**
- e. **As a direct and proximate result of AECOM’s failure to conduct a reasonably adequate detailed research and review of previous**

inspection reports, drawings, and plans, AECOM breached its duty to, among other things, inform or advise the State of the work or repairs necessary to completely or adequately rehabilitate the Washington Bridge and the Washington Bridge was not completely or adequately rehabilitated. AECOM's negligence 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 2014 forward, the expenditure of money to demolish and replace the Washington Bridge, and the physical wear and tear damage to the Eastbound Washington Bridge.

- f. **Yes; provided, however, that AECOM also assumed and owed the State other duties of care.**
- g. **Please see Bates: RIDOT_000062593-RIDOT_000064538.**

7. With respect to the State's allegation in paragraph 114(b) of the Amended Complaint that "*AECOM...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,*" state and identify with specificity:

- a. the factual basis for asserting that AECOM failed to recognize the importance or significance of the tie-down rods;
- b. the duty of care that was allegedly breached and the source of such duty;
- c. when and how you contend AECOM should have recognized the importance or significance of the tie-down rods;
- d. the specific inspections, reports, or communications in which you contend this alleged failure should have been addressed;
- e. 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;
- f. how these alleged acts or omissions caused or contributed to the State's alleged damages;
- g. whether the State contends that AECOM's alleged failure also constitutes a breach of any contract between AECOM and the State; and
- h. all Documents and Communications that support, relate to, or refute such allegation.

ANSWER TO INTERROGATORY NO. 7:

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:

- a. The factual basis for the allegation that AECOM failed to recognize the importance or significance of the tie-down rods stems from AECOM's failure, in any of its inspection reports, to identify their existence, much less their significance to the stability of the Washington Bridge. AECOM's inspection reports made no reference to or mention of the tie-down rods, despite the fact that some of the tie-down rods were visibly depicted in the photographs AECOM took in connection with its inspections.
- b. See Bates: RIDOT_000062593-RIDOT_000064538.
- c. AECOM should have recognized the importance or significance of the tie-down rods when it purportedly reviewed the Original Design Plans prior to submitting its response to the RFP in 2013; when it purportedly reviewed the Original Design Plans in 2014; prior to its inspection of the Washington Bridge in connection with the transmission to RIDOT of the preliminary report entitled, "1.09.12 Evaluation and Final Report,"; prior to its inspection of the Washington Bridge in connection with the transmission to RIDOT of the Draft Technical Evaluation Report Washington Bridge North No. 700 Providence and East Providence, Rhode Island; prior to its inspection of the Washington Bridge in connection with the transmission to RIDOT of the Bridge Inspection Results; prior to its inspection of the Washington Bridge in connection with the transmission to RIDOT of the Final Technical Report; prior to its routine inspection of the Washington Bridge and transmission of the inspection report dated July 28, 2015; prior to stamping with its seal and transmitting to RIDOT the 2016 Construction Plans; prior to its special inspection of the Washington Bridge and transmission of the inspection report dated October 27, 2017; prior to its routine and special inspection of the Washington Bridge and transmission of the inspection report dated July 24, 2019; prior to preparing and transmitting to RIDOT the 2019 Design-Build Solicitation package; prior to preparing and transmitting to RIDOT the solicitation package for the 2021 RFP; prior to its special inspection of the Washington Bridge and transmission of the inspection report dated July 22, 2020; and prior to its routine inspection of the Washington Bridge and transmission of the inspection report dated July 21, 2023.

- d. **At a minimum, AECOM 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 referenced in the State's Answer to Interrogatory No. 7(c).**
- e. **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 prior to December 2023. From 1967 through December 8, 2023, no RIDOT personnel appears to have identified the tie-down rods at Piers 6 and 7 as critical to the Washington Bridge's stability, but through that time, RIDOT reasonably and justifiability relied on the bridge inspectors, designers, and consultants, including AECOM, to provide RIDOT with that information. None did so.**
- f. **As a direct and proximate result of AECOM's negligent failure to recognize the importance and significance of the tie-down rods as critical to the stability of the Washington Bridge, 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. This failure directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money under the subsequent emergency repair contract, and physical wear and tear damage to the Eastbound Washington Bridge.**
- g. **Yes.**
- h. **Please see Bates: RIDOT_000062593-RIDOT_000064538.**

8. With respect to the State's allegation in paragraph 114(c) of the Amended Complaint that "*AECOM...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,*" state and identify with specificity:

- a. the date(s), location(s), and scope of each inspection during which the State contends such cracking was present and should have been investigated or evaluated by AECOM;
- b. the duty of care that was allegedly breached and the source of such duty;
- c. the factual basis for asserting that AECOM failed to investigate or evaluate the cracking during those inspections;
- d. each act or omission by AECOM that the State contends was a breach of the applicable standard of care;

- e. whether the State 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;
- f. how the alleged failure caused or contributed to the State's alleged damages;
- g. whether the State contends that AECOM's alleged failure also constitutes a breach of any contract between AECOM and the State; and
- h. all Documents and Communications that support, relate to, or refute such allegation.

ANSWER TO INTERROGATORY NO. 8:

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, AECOM 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”).

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 8:

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:

- a. Cracking in the post-tensioned cantilever beams was noted as early as the A.G. Lichtenstein & Associates, Inc. report dated January 27, 1992. Efforts were also made in connection with the 1996 rehabilitation project to address web cracks in the post-tensioned concrete. AECOM conducted routine and/or special inspections in 2015, 2017, 2019, 2020, and 2023, and despite noting the existence (and in some cases growth) of cracking in the

post-tensioned cantilever beams, AECOM failed to evaluate, investigate or recommend any further investigation into or evaluation of the cause of the cracking 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; and failed to develop a professionally sound understanding of the Washington Bridge's post-tensioning system, structural elements, and unique design sufficient to completely rehabilitate the Washington Bridge.

- b. See response to Interrogatory No. 6(b).**
- c. See response to Interrogatory No. 8(a).**
- d. For the allegation referenced in this Interrogatory, the State contends that AECOM was negligent in failing to conduct an investigation into, or evaluation of the cracking in the post-tensioned cantilever beams. AECOM failed to conduct a proper, reasonably adequate, or professionally sound review of the bridge structure file for the Washington Bridge, which 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, AECOM should have first discovered 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 condition of the post-tensioning system sufficient to completely rehabilitate the Washington Bridge under the 2014 AECOM Contract and in preparing the 2019 Design-Build Solicitation package and the 2021 RFP to extend the life of the Washington Bridge by an additional twenty-five years. Although AECOM identified the existence of cracking in the post-tensioned concrete beams, it failed to evaluate, investigate or recommend further investigation into the cause of such cracking and its importance as a sign of active distress on the system.**
- e. No other inspection firm identified the significance of the cracking, or the growth of the cracking, in the post-tensioned cantilever beams as indicative of signs of active distress on the system critical to the Washington Bridge's stability prior to December 2023. From 1967 through the emergency closure of the bridge, no RIDOT personnel appears to have identified the cracking as indicative of a critical issue with the Washington Bridge's stability, but through that time, RIDOT reasonably and justifiably relied on the bridge inspectors, designers, and consultants, including AECOM, to provide RIDOT with that information. None did so.**

- f. **As a direct and proximate result of AECOM's negligent failure to recognize the importance and significance of the cracking in the PT system as critical to the stability of the Washington Bridge, 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. This failure directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money under the subsequent emergency repair contract, and physical wear and tear damage to the Eastbound Washington Bridge.**
- g. **Yes.**
- h. **See response to Interrogatory No. 1(f).**

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

- 9. With respect to the State's allegation in paragraph 114(d) of the Amended Complaint that "*AECOM...breached [its] duty of care by...negligently failing to recommend repairs to address the cracking discovered along the post-tensioned cables,*" state and identify with specificity:
 - a. When and by whom you contend the alleged cracking was first discovered;
 - b. the specific repairs that you contend AECOM should have recommended;
 - c. whether the State would have carried out such repairs had they been recommended by AECOM;
 - d. whether the State 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 State would have carried out and when they would have been carried out;
 - e. how AECOM's alleged failure caused or contributed to the State's alleged damages;
 - f. whether the State contends that AECOM's alleged failure also constitutes a breach of any contract between AECOM and the State; and
 - g. all Documents and Communications that support, relate to, or refute such allegation.

ANSWER TO INTERROGATORY NO. 9:

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, AECOM 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”).

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 9:

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:

- a. Cracking in the post-tensioned cantilever beams was noted as early as the A.G. Lichtenstein & Associates, Inc. report dated January 27, 1992. Efforts were also made as part of the 1996 rehabilitation project to address web cracks in the post-tensioned concrete. AECOM conducted routine and/or special inspections in 2015, 2017, 2019, 2020, and 2023, and despite noting the existence (and in some cases growth) of cracking in the post-tensioned cantilever beams, AECOM failed to evaluate, investigate or recommend any further investigation into or evaluation of the cause of the cracking 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; and failed to develop a professionally sound understanding of the Washington Bridge’s post-tensioning system, structural elements, and unique design sufficient to completely rehabilitate the Washington Bridge.
- b. At a minimum, AECOM should have recognized the significance of the existence of cracking as a sign of active distress on the system and informed the state of the same, so that the state could be fully and completely informed and advised of the work or repairs necessary to completely or adequately rehabilitate the Washington Bridge, if in fact it was possible to do so.

- c. **AECOM's failure to evaluate, investigate or recommend any further investigation into or evaluation of the cause of the cracking and/or the previous issues with and deterioration of the post-tensioning system deprived the state of an opportunity to meaningfully evaluate options that might have been available for a complete rehabilitation of the Washington Bridge, or at the very least to have avoided the emergency closure of the bridge in December of 2023.**
- d. **See response to Interrogatory No. 9(c).**
- e. **As a direct and proximate result of AECOM's negligent failure to recognize the importance and significance of the cracking in the PT system as critical to the stability of the Washington Bridge, and to recommend repairs to address the same, 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. This failure directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money under the subsequent emergency repair contract, and physical wear and tear damage to the Eastbound Washington Bridge.**
- f. **Yes.**
- g. **See response to Interrogatory No. 1(f).**

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

- 10. With respect to the State's allegation in paragraph 115 of the Amended Complaint that "*AECOM was negligent in its inspections...on April 2014, July 28, 2015, October 27, 2017, July 24, 2019, July 22, 2020, and July 21, 2023,*" state and identify with specificity:
 - a. the factual basis for asserting that each such inspection failed to conform to the applicable standard of care, including the specific standard of care that the State contends applied to each such inspection;
 - b. whether the State or RIDOT notified AECOM of any alleged deficiencies in any of the listed inspections, and if so, identify the date, method, and substance of each such notification;
 - c. each act or omission by AECOM that the State contends constitutes negligence in connection with each such inspection;
 - d. how these alleged acts or omissions caused or contributed to the State's alleged damages;
 - e. whether the State contends that AECOM's alleged failure also

- constitutes a breach of any contract between AECOM and the State;
and
- f. all Documents and Communications that support, relate to, or refute such allegations.

ANSWER TO INTERROGATORY NO. 10:

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, AECOM 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”).

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 10:

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:

- a. See response to Interrogatory Nos. 6(a)-6(b). AECOM also owed the State duties of care associated with its inspection contracts with the State, which incorporated and included, among other things, RIDOT’s *Bridge Inspection Manual*. As the *Bridge Inspection Manual* provides, in relevant part, “[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 and 2.3.1.

AECOM also assumed and owed to the State fiduciary duties based on its responses to the State of Rhode Island’s Request for Proposal—Bid #7540369 (“2014 RFP”), which sought to establish a Master Price Agreement with qualified firms to provide On-Call Statewide Bridge Inspection Services and other related tasks (“2014 MPA 359”), and its responses 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”).

In its January 8, 2014 response to the 2014 RFP, AECOM stated, among other things, that:

- 1. “The first step in performing an efficient bridge inspection is to gather as much historical information (past inspections and live load ratings) about the assigned structures as possible. The Team Leader and Project Manager then familiarize themselves with the structures in order to streamline the inspection’s man-hour and equipment estimates. The knowledge of historically significant problem areas, their locations, and details, as well as recent repairs significantly helps to accurately estimate both the work time and the general and specialty equipment required. We strongly feel that AECOM has a distinct advantage in this area as we are already familiar with the vast majority of the structures in the state and are aware of the special requirements for access, expected site conditions, and overall inspection times required to efficiently perform the work.”**
- 2. “At the core of our technical expertise is our corporate commitment to provide our clients with a quality product based upon a corporate devotion to excellence.”**
- 3. “Within the Quality Assurance Program, a Quality Control Policy has been developed which defines the identification and implementation of quality control measures to carefully plan, check, and review all work before it is delivered to the client. This is particularly important for this project due to its direct connection to public safety.”**
- 4. “The AECOM Team fully understands that public safety is of paramount importance in all aspects of this contract. That said it is important that any and all safety related concerns be brought to RIDOT’s attention as soon as possible. Following the RIDOT Bridge Inspection Manual, if any critical deficiencies are discovered during the inspection, the inspection team leader will contact the AECOM project leadership immediately from the field via cell phone. * * * Calls will be followed by written notification, which will include detailed sketches, the exact location on the structure, and recommendations for repair.”**

In its September 10, 2019 response to the 2019 RFP, AECOM stated, among other things, that:

1. “There are many key aspects to performing a successful bridge inspection including:
 - Planning and Preparation
 - Maintaining the Inspection Schedule
 - Maintaining Worker Safety • Quality Control/Quality Assurance
 - Performing Accurate Inspections
 - Staff Experience and Qualifications
 - Special Access Methods and Equipment
 - Timely communication to RIDOT for Emergency Conditions and Recommendations
 - Submitting Reports in accordance with FHWA, NBIS, and RIDOT requirements; on time and within budget”
2. “The knowledge of historically significant problem areas, their locations, and details, as well as recent repairs significantly helps to accurately estimate both the work time and the general and specialty equipment required. We strongly feel that AECOM has a distinct advantage in this area as we are already familiar with the vast majority of the structures in the state and are aware of the special requirements for access, expected site conditions, and overall inspection times required to efficiently perform the work.”
3. “Field observations may reveal safety concerns or advanced deteriorations that pose a threat to public safety or a bridge’s capacity to carry live loads. These observations, have resulted in notifications to RIDOT through the Critical Findings protocol.”

The State contends that AECOM 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. And through a proper, reasonably adequate, or professionally sound review of the bridge structure file for the Washington Bridge, AECOM should have identified in its 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.

- b. The State relied upon the professional advice, findings, and recommendations of its experts, including AECOM, with respect to structural deficiencies in the Washington Bridge.
- c. See response to Interrogatory No. 10(a).
- d. As a direct and proximate result of AECOM's negligence as described herein, 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. This failure directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money under the subsequent emergency repair contract, and physical wear and tear damage to the Eastbound Washington Bridge.
- e. Yes.
- f. See response to Interrogatory No. 1(f).

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

- 11. With respect to the State's allegation in paragraph 132 of the Amended Complaint that "*[i]n agreeing to serve as the Consultant in connection with the 2014 Contract, AECOM assumed and, therefore, owed the State fiduciary duties,*" state and identify with specificity:
 - a. How the state defines "fiduciary duty;
 - b. the specific fiduciary duties the State contends AECOM assumed under the 2014 Contract;
 - c. the contractual or legal basis for asserting that such fiduciary duties were created or owed to the State; and
 - d. the factual and legal basis for asserting that AECOM agreed to serve in a fiduciary capacity.

ANSWER TO INTERROGATORY NO. 11:

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, AECOM 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”).

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 11:

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:

- a. The Plaintiff objects on the basis that this is a purely legal term. Without waiving said objection, a fiduciary duty is believed to be one of trust and confidence, imposing on the fiduciary the obligation to act with the utmost good faith.
 - b-d. See response to Interrogatory No. 6(b).
12. With respect to the State’s allegation in paragraph 133 of the Amended Complaint that “[i]n agreeing to serve as RIDOT’s Owner’s Representative in connection with the 2019 Design-Build Proposal, AECOM assumed and, therefore, owed the State fiduciary duties,” state and identify with specificity:
- a. the specific fiduciary duties the State contends AECOM assumed in serving as RIDOT’s Owner’s Representative; and
 - b. the contractual or legal basis for asserting that such fiduciary duties were created; and

ANSWER TO INTERROGATORY NO. 12:

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, AECOM 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”).

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 12:

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:

a-b. See response to Interrogatory No. 6(b).

13. With respect to the State’s allegation in paragraph 134 of the Amended Complaint that “AECOM breached its fiduciary duties to the State,” state and identify with specificity:
- a. each specific fiduciary duty the State contends AECOM breached;
 - b. all facts, acts or omissions supporting the allegation;
 - c. the manner in which each alleged breach caused or contributed to the damages claimed by the State; and
 - d. all Documents and Communications that support, relate to, or refute the allegation.

ANSWER TO INTERROGATORY NO. 13:

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, AECOM 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”).

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 13:

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:

a-b. See response to Interrogatory No. 6(b)-(d).

c. As a direct and proximate result of AECOM’s failure to conduct a reasonably adequate detailed research and review of previous inspection reports, drawings, and plans, AECOM breached its duty to, among other things, inform or advise the State of the work or repairs necessary to completely or adequately rehabilitate the Washington Bridge and the Washington Bridge was not completely or adequately rehabilitated. AECOM’s breach of fiduciary duty 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 2014 forward, the expenditure of money to demolish and replace the Washington Bridge, and the physical wear and tear damage to the Eastbound Washington Bridge.

d. See response to Interrogatory No. 1(f).

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

14. State with specificity whether the State relied on AECOM for discretionary decision-making regarding bridge design, inspection, or rehabilitation; and if so, describe the nature and scope of such reliance and what decisions AECOM made or was expected to make in such context.

ANSWER TO INTERROGATORY NO. 14:

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, AECOM 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”).

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 14:

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:

AECOM should have (a) identified (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 (b) 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. AECOM neither identified those issues nor recommended repairs, including repairs to strengthen, minimize, or address section loss to the tie-down rods on the Washington Bridge and repairs to strengthen, minimize, or address corrosion, cracking, and other issues later discovered with the post-tensioning system. AECOM's obligation to advise the State with regard to these deficiencies, the significance of which it could and should have appreciated, was not discretionary, even if it was expected to perform its professional obligations independently.

The State relied upon AECOM, as its hired expert, to comply with its contractual and other obligations to conduct a proper or reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to a detailed research and review of:

- 1. The Original Design Plans, which were made available to all interested bidders in connection with the RFP and would and should have revealed to AECOM 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 made available to all interested bidders in connection with the RFP and would and should have revealed to AECOM 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 AECOM 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 and create professionally sound design plans to completely or adequately rehabilitate the Washington Bridge.**

AECOM's competent and professional performance of its obligations, as set forth in detail in these interrogatory responses, was not discretionary. AECOM failed to comply with its obligations pursuant to the 2014 AECOM Contract by failing to recognize not only the existence of the tie-down rods,

but also their significance to the stability, integrity, and safety of the structure; it 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; it 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 it failed to develop a professionally sound understanding of the Washington Bridge's post-tensioning system, structural elements, and unique design sufficient to completely rehabilitate the Washington Bridge. AECOM then compounded those breaches and independently breached its obligations pursuant to the 2019 AECOM Contract, wherein it agreed to serve as RIDOT's Owner's Representative, in failing to perform those same actions in connection with the preparation of the 2020 Design-Build Solicitation package and the 2021 Best Value Design-Build Procurement for Bridge Group 57T-10: I-195 Washington North Phase 2 Request for Proposals, Bid# 7611889—which included the Base Technical Concepts that AECOM prepared for both solicitations—and oversight of the subsequent rehabilitation project.

AECOM also failed to comply with its obligations to conduct competent and professional inspections of the Washington Bridge that identified, evaluated, and/or recommended the type of repairs necessary to completely rehabilitate the bridge and/or ensure its safety for the motoring public. This included AECOM's failure to (1) recognize not only the existence of the tie-down rods and their significance to the stability, integrity, and safety of the structure, but also AECOM's failure to observe the section loss of the tie-down rods at Pier 6 and Pier 7 and recommend a review or an evaluation of the condition of all the tie-down rods; and (2) perform or recommend an evaluation of the condition of the post-tensioning system, including, without limitation, the condition of the post-tensioned ducts in the cantilever beams.

As a direct and proximate result of AECOM's failure to recommend needed repairs in accordance with the requirements of the 2014 AECOM Contract and the 2019 AECOM Contract and pursuant to its inspection obligations, the State was not properly informed or advised of the work or repairs necessary to ensure safety, or to completely or adequately rehabilitate the Washington Bridge, and the Washington Bridge was not completely or adequately rehabilitated. AECOM's failure to perform evaluations and report to the State under the 2014 AECOM Contract, the 2019 AECOM Contract, or pursuant to the various inspections it performed, 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 2014 forward, the expenditure of money to demolish and replace the Washington Bridge, and the physical wear and tear damage to the

Eastbound Washington Bridge.

AECOM's competent and professional performance of its duties, including its duty to inform the State of the existence and significance of serious deficiencies it should have been aware of, was not discretionary, even if AECOM was expected to perform its professional obligations independently, and the State relied on AECOM's purported competent and professional performance of its obligations to its significant detriment.

15. With respect to the State's allegation in paragraph 157(a) of the Amended Complaint that "*AECOM breached its inspections contracts by, inter alia, failing to conduct a detailed research and review of the bridge structure file for the Washington Bridge,*" state and identify with specificity:
- a. each contract provision that the State contends AECOM breached;
 - b. how AECOM allegedly failed to comply with, or breached, each such contract provision;
 - c. the specific documents, reports, or materials the State contends AECOM failed to research and review;
 - d. all facts, acts or omissions constituting the alleged breach(es);
 - e. the manner in which AECOM's alleged failure impacted its inspections and caused or contributed to the State's alleged damages; and
 - f. all Documents and Communications that support, relate to, or refute each such allegation.

ANSWER TO INTERROGATORY NO. 15:

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, AECOM 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").

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 15:

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:

a. AECOM breached at least the following contractual provisions:

- 1. On or about January 8, 2014, AECOM submitted a response to the State of Rhode Island's Request for Proposal—Bid #7540369 ("2014 RFP"), which sought to establish a Master Price Agreement with qualified firms to provide On-Call Statewide Bridge Inspection Services and other related tasks ("2014 MPA 359"). AECOM's response to the 2014 RFP indicated that "[t]his solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts."**

The 2014 RFP provides that successful bidders "assume full responsibility for all aspects of the services to be provided under the Scope of Work." The Scope of Work, in turn, provides that all inspections are to be performed in accordance with "the RI Bridge Inspection Manual, and all other applicable Federal and State Regulations." The 2014 RFP also provides that successful bidders agree to perform all inspections, and all required reporting, as required by National Bridge Inspection Standards and the Rhode Island Bridge Inspection Manual. The 2014 RFP also requires successful bidders to notify RIDOT of any areas that are a threat to public safety so that appropriate measures can be taken.

The 2014 RFP further provides that the following standards and references shall be utilized for the work performed by the successful bidder:

- *AASHTO Guide Manual for Bridge Element Inspection*, American Association of State Highway and Transportation Officials, 2011**

- **AASHTO *LRFD Bridge Design Specifications*, American Association of State Highway and Transportation Officials, 2012**
- **AASHTO *Manual for Bridge Evaluation*, American Association of State Highway and Transportation Officials, 2011**
- ***Bridge Inspector's Reference Manual*, Federal Highway Administration & National Highway Institute, Publication No. FHWA NHI 12-049 and FHWA NHI 12-050, Revised February 2012**
- ***Evaluating Scour at Bridges*, FHWA Technical Advisory, Federal Highway Administration, Publication No. T 5140.23, October 1991**
- ***Inspection of Fracture Critical Bridge Members*, Federal Highway Administration, Publication No. FHWA IP 86-26, September 1986**
- ***Manual on Uniform Traffic Control Devices for Streets and Highways*, Federal Highway Administration, 2009 Edition**
- **National Bridge Inspection Standards, *Code of Federal Regulations*, Title 23 (Highways), Part 650, Subpart C, United States Department of Transportation (available at www.ecfr.gov).**
- ***Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges*, Report No. FHWA-PD-96-001, Federal Highway Administration, December 1995**
- **Rhode Island Department of Transportation *Bridge Critical Findings Procedures*, Rhode Island Department of Transportation**
- **Rhode Island Department of Transportation Contact and Distribution Matrix (to be distributed by RIDOT to the Consultant upon the award of bridge inspection contract)**
- **Rhode Island Department of Transportation *LRFR Guidelines*, Rhode Island Department of Transportation, Latest Edition**
- **Rhode Island Department of Transportation *Traffic Design Manual*, Rhode Island Department of Transportation, Traffic Design Section, Latest Edition**
- **Rhode Island Department of Transportation, *Standard Specifications for Road & Bridge Construction*, Latest Edition.**
- **Rhode Island Department of Transportation, *Bridge Design Manual*, Latest Edition.**
- **Rhode Island Department of Transportation, *Bridge Inspection Manual*, Latest Edition**
- **Rhode Island Department of Transportation, *Bridge Standard Details*, Latest Edition.**

- ***Underwater Bridge Inspection, Federal Highway Administration & National Highway Institute, Publication No. FHWA NHI 10-027, June 2010.***

AECOM was selected for inclusion in the 2014 MPA 359 on or about July 1, 2014, with a contract term through June 30, 2017, with two one-year renewal options.

2. **On or about September 10, 2019, AECOM 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”). AECOM’s response to the 2019 RFP indicated that it “will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island”, and that it “acknowledges that the terms and conditions of this solicitation and the bid proposal will be incorporated into any contract awarded to the Bidder pursuant to this solicitation and the bid proposal.”**

AECOM’s response to the 2019 RFP also stated:

“The first step in performing an efficient bridge inspection is to gather as much historical information (past inspections and live load ratings) about the assigned structures as possible. The Team Leader and Project Manager then familiarize themselves with the structures in order to streamline the inspection’s man-hour and equipment estimates. The knowledge of historically significant problem areas, their locations, and details, as well as recent repairs significantly helps to accurately estimate both the work time and the general and specialty equipment required. We strongly feel that AECOM has a distinct advantage in this area as we are already familiar with the vast majority of the structures in the state and are aware of the special requirements for access, expected site conditions, and overall inspection times required to efficiently perform the work.”

AECOM also stated: “The AECOM Team fully understands that public safety is of paramount importance in all aspects of this contract. That said it is important that any and all safety related concerns be brought to RIDOT’s attention as soon as possible...Field observations may reveal safety concerns or advanced deteriorations that pose a threat to public safety or a bridge’s capacity to carry live loads. These observations, have resulted in notifications to RIDOT through the Critical Findings protocol.”

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.”

AECOM was selected for inclusion in the 2019 MPA 359 with an effective period of April 1, 2020 through December 31, 2022.

3. The Notice of Contract Purchase Agreement forms issued to AECOM as successful bidder in connection with the 2014 RFP and 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 (2) 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.
4. Pursuant to the foregoing, AECOM 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”).
5. AECOM’s obligations pursuant to the 2014 RFP and 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” AECOM, 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 [AECOM] 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. AECOM 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. AECOM failed to conduct a proper or reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to a detailed research and review of:**

 - 1. The Original Design Plans for the Washington Bridge, which would and should have revealed to AECOM 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 would and should have revealed to AECOM 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 AECOM to fully develop an understanding of the Washington Bridge's post-tensioning system, structural elements, and unique design.**
- d. See response to Interrogatory No. 15(a)-(c) and (e).**
- e. In failing to conduct a proper or reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge, AECOM 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 AECOM's 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. AECOM's 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.

f. See response to Interrogatory No. 1(f).

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

16. With respect to the State's allegation in paragraph 157(b) of the Amended Complaint that "*AECOM breached its inspections contracts by, inter alia, failing to...conduct inspections of the Washington Bridge in conformance with the inspection contracts,*" state and identify with specificity:
- a. the inspection standards or protocols the State contends were required by the inspection contracts;
 - b. the factual basis for asserting that the inspections were non-conforming with such contracts;
 - c. each contract provision with which the State contends AECOM failed to comply;
 - d. how AECOM allegedly failed to comply with each such contract provision;
 - e. all facts, acts or omissions constituting the alleged breach; all notices from the State identifying and stating that a given report was somehow deficient;
 - f. how these alleged breaches caused or contributed to the State's alleged damages; and
 - g. all Documents and Communications that support, relate to, or refute each such allegation.

ANSWER TO INTERROGATORY NO. 16:

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, AECOM 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”).

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 16:

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:

- a. See response to Interrogatory No. 15(a).
- b. See response to Interrogatory No. 15(b).
- c. see response to Interrogatory No. 15(a).
- d. See response to Interrogatory No. 15(a)-(c) and (e).
- e. See response to Interrogatory No. 15(a)-(c) and (e).
- f. See response to Interrogatory No. 15(e).
- g. See response to Interrogatory No. 1(f).

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

17. With respect to the State's allegation in paragraph 157(e) of the Amended Complaint that "*AECOM breached its inspections contracts by, inter alia, failing to...otherwise comply with its contractual obligations,*" state and identify with specificity:
- a. each contract provision that the State contends AECOM breached;
 - b. how AECOM allegedly failed to comply with each such contract provision;
 - c. all facts, acts, or omissions constituting the alleged breach;
 - d. how the alleged breach contributed to the State's alleged damages; and
 - e. all Documents and Communications that support, relate to, or refute each such allegation.

ANSWER TO INTERROGATORY NO. 17:

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, AECOM 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").

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 17:

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:

- a. See response to Interrogatory No. 15(a). In addition, the State contends that AECOM breached the implied covenant of good faith and fair dealing by failing to conduct a proper or reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge, failing 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; failing 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; failing 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; failing 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; and failing to conduct or perform a professionally sound inspection of the Washington Bridge.
- b. See response to Interrogatory No. 15(b).
- c. see response to Interrogatory No. 15(c)-(d).
- d. See response to Interrogatory No. 15(e).
- e. See response to Interrogatory No. 1(f).

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

18. With respect to the State's allegation in paragraph 209 of the Amended Complaint that "*AECOM made misrepresentations of material fact to RIDOT,*" state and identify with specificity:
 - a. each specific statement the State contends was a misrepresentation of material fact;
 - b. the date, context, and manner in which each statement was made;
 - c. the individual(s) who made each statement on behalf of AECOM;
 - d. the individual(s) to whom each statement was made; and
 - e. all Documents and Communications that support, relate to, or refute these allegations.

ANSWER TO INTERROGATORY NO. 18:

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, AECOM 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”).

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 18:

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:

a. As set forth in response to Interrogatory Nos. 1, 2 and 5, AECOM misrepresented that it was familiar with the needs of the Washington Bridge; that it had the competence and experience necessary to rehabilitate and improve the Washington Bridge’s structural performance; that it would undertake a thorough hands-on inspection of the structure before making any recommendations for the repair and rehabilitation of the Washington Bridge; that it would ensure its inspectors will have reviewed recent inspection reports and structure orientation plans to familiarize themselves with the areas of the Washington Bridge recommended for repairs; that it would use industry standard concrete repair techniques to restore the Washington Bridge to its original or near original condition; and that it would be liable for all damage caused by its negligent acts, errors, or omissions. AECOM misrepresented that it was competent to serve as RIDOT’s Owner’s Representative in connection with the 2019 Design-Build Proposal, as set forth in detail in response to Interrogatory Nos. 1 and 6. AECOM misrepresented that it was competent to conduct a reasonably adequate detailed research and review of previous inspection reports, drawings, and plans, as set forth in detail in response to Interrogatory No. 6. AECOM also misrepresented that

it was able to perform professional and competent inspections of the Washington Bridge as set forth in detail in response to Interrogatory Nos. 10 and 15.

b. See responses to Interrogatory Nos. 1, 2, 5, 6, 10 and 15.

c-d. Discovery is ongoing, and the State reserves the right to supplement this response as additional information is obtained.

e. See response to Interrogatory No. 1(f).

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

19. With respect to the State's allegation in paragraph 210 of the Amended Complaint that "AECOM knew or reasonably should have known the representations were false," state and identify with specificity for each statement or representation made by AECOM:
- f. the factual basis for asserting that AECOM had actual or constructive knowledge of the falsity of each representation or statement; and
 - g. all Documents and Communications that support, relate to, or refute these allegations.

ANSWER TO INTERROGATORY NO. 19:

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, AECOM 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").

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 19:

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:

a. Discovery is ongoing, and the State reserves the right to supplement this response as additional information becomes available. Without waiving its objections, AECOM failed to comply with its obligations pursuant to the 2014 AECOM Contract by failing to recognize not only the existence of the tie-down rods, but also their significance to the stability, integrity, and safety of the structure; it 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; it 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 it failed to develop a professionally sound understanding of the Washington Bridge's post-tensioning system, structural elements, and unique design sufficient to completely rehabilitate the Washington Bridge. AECOM then compounded those breaches and independently breached its obligations pursuant to the 2019 AECOM Contract, wherein it agreed to serve as RIDOT's Owner's Representative, in failing to perform those same actions in connection with the preparation of the 2020 Design-Build Solicitation package and the 2021 Best Value Design-Build Procurement for Bridge Group 57T-10: I-195 Washington North Phase 2 Request for Proposals, Bid# 7611889—which included the Base Technical Concepts that AECOM prepared for both solicitations—and oversight of the subsequent rehabilitation project.

AECOM also failed to comply with its obligations to conduct competent and professional inspections of the Washington Bridge that identified, evaluated, and/or recommended the type of repairs necessary to completely rehabilitate the bridge and/or ensure its safety for the motoring public. This included AECOM's failure to (1) recognize not only the existence of the tie-down rods and their significance to the stability, integrity, and safety of the structure, but also AECOM's failure to observe the section loss of the tie-down rods at Pier 6 and Pier 7 and recommend a review or an evaluation of the condition of all the tie-down rods; and (2) perform or recommend an evaluation of the condition of the post-tensioning system, including, without limitation, the condition of the post-tensioned ducts in the cantilever beams.

As a direct and proximate result of AECOM's failure to recommend needed repairs in accordance with the requirements of the 2014 AECOM Contract and the 2019 AECOM Contract and pursuant to its inspection obligations, the State was not properly informed or advised of the work or repairs necessary to ensure safety, or to completely or adequately rehabilitate the Washington Bridge, and the Washington Bridge was not completely or adequately rehabilitated. AECOM's failure to perform evaluations and report to the State under the 2014 AECOM Contract, the 2019 AECOM Contract, or pursuant to the various inspections it performed, 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 2014 forward, the expenditure of money to demolish and replace the Washington Bridge, and the physical wear and tear damage to the Eastbound Washington Bridge.

The State of Rhode Island relied on the representations of AECOM as detailed in response to Interrogatory No. 18 (and the interrogatory responses referenced therein), with respect to AECOM's ability to competently and professionally perform the various obligations it undertook. AECOM's lack of understanding of the significance of various critical components of the bridge, and its failure to perform its various obligations in a competent and professional manner, became clear upon the emergency closure of the bridge. AECOM should have known of the falsity of the representations made to the State as identified herein.

b. See response to Interrogatory No. 1(f).

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

20. With respect to the State's allegation in paragraph 212 of the Amended Complaint that "*RIDOT justifiably relied on one or more of AECOM's misrepresentations when it chose AECOM to perform inspections of the Washington Bridge, perform design services for the rehabilitation of the Washington Bridge, and/or perform the 2019 Design-Build and construction phase services[,]*" state and identify with specificity:
- a. the specific actions RIDOT took in reliance on each alleged misrepresentation;
 - b. the factual basis for asserting that such reliance was reasonable and justified;
 - c. the criteria or standards RIDOT used in the selection process;
 - d. all internal RIDOT or State evaluations of AECOM's qualifications,

- experience, or representations prior to choosing AECOM to perform services on the Washington Bridge;
- e. how those evaluations influenced the State and/or RIDOT's decision to engage AECOM;
 - f. who for the State and/or RIDOT was involved in those evaluations and determinations; and
 - g. all Documents and Communications that support, relate to, or refute these allegations.

ANSWER TO INTERROGATORY NO. 20:

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, AECOM 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”).

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 20:

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:

- a. In selecting AECOM as the successful bidder in response to the RFP, RIDOT relied upon the representations that AECOM made in its May 1, 2013 Technical Proposal, as more fully described in response to Interrogatory Nos. 1, 2, 4, and 6. RIDOT also relied upon the representations made by AECOM in its letters of proposal dated August 12, 2013, with revisions dated October 18, 2013 and November 6, 2013, as described more fully in

response to Interrogatory Nos. 1, 2, 4, and 6. RIDOT further relied upon AECOM's January 8, 2014 response to the State of Rhode Island's Request for Proposal—Bid #7540369 ("2014 RFP"), which sought to establish a Master Price Agreement with qualified firms to provide On-Call Statewide Bridge Inspection Services and other related tasks ("2014 MPA 359"), and its September 10, 2019 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"), when it selected AECOM for inclusion in the 2014 MPA 359 and the 2019 MPA 359, as described more fully in response to Interrogatory No. 15.

- b. See responses to Interrogatory Nos. 1 and 15 for a full description of the representations of AECOM that led to its selection as a successful bidder for the 2014 and 2019 contracts, as well as the 2014 MPA 359 and the 2019 MPA 359.
- c. Pursuant to Rule 33(d) of the Superior Court Rules of Civil Procedure, please see the Inter-Office Memoranda prepared on behalf of the Technical Evaluation Committee that evaluated the proposals submitted in response to the RFP, which have been produced and Bates-labeled as RIDOT_000122197 – RIDOT_000122224 and RIDOT_000122226 – RIDOT_000122262.
- d. Pursuant to Rule 33(d) of the Superior Court Rules of Civil Procedure, please see the Inter-Office Memoranda prepared on behalf of the Technical Evaluation Committee that evaluated the proposals submitted in response to the RFP, which have been produced and Bates-labeled as RIDOT_000122197 – RIDOT_000122224 and RIDOT_000122226 – RIDOT_000122262; and the meeting minutes of the June 20, 2013 Advisory Consultant Selection Panel, which have been produced and Bates-labeled as RIDOT_000063598 – RIDOT_000063603.
- e. Pursuant to Rule 33(d) of the Superior Court Rules of Civil Procedure, please see the Inter-Office Memoranda prepared on behalf of the Technical Evaluation Committee that evaluated the proposals submitted in response to the RFP, which have been produced and Bates-labeled as RIDOT_000122197 – RIDOT_000122224 and RIDOT_000122226 – RIDOT_000122262; and the meeting minutes of the June 20, 2013 Advisory Consultant Selection Panel, which have been produced and Bates-labeled as RIDOT_000063598 – RIDOT_000063603.

- f. Pursuant to Rule 33(d) of the Superior Court Rules of Civil Procedure, please see the Inter-Office Memoranda prepared on behalf of the Technical Evaluation Committee that evaluated the proposals submitted in response to the RFP, which have been produced and Bates-labeled as RIDOT_000122197 – RIDOT_000122224 and RIDOT_000122226 – RIDOT_000122262; and the meeting minutes of the June 20, 2013 Advisory Consultant Selection Panel, which have been produced and Bates-labeled as RIDOT_000063598 – RIDOT_000063603.
- g. Pursuant to Rule 33(d) of the Superior Court Rules of Civil Procedure, please see the Inter-Office Memoranda prepared on behalf of the Technical Evaluation Committee that evaluated the proposals submitted in response to the RFP, which have been produced and Bates-labeled as RIDOT_000122197 – RIDOT_000122224 and RIDOT_000122226 – RIDOT_000122262; and the meeting minutes of the June 20, 2013 Advisory Consultant Selection Panel, which have been produced and Bates-labeled as RIDOT_000063598 – RIDOT_000063603.

Discovery remains ongoing, and the State reserves the right to supplement this response as additional information is obtained.

- 21. For each category of damages the State claims against AECOM 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 and/or economic damage allegedly suffered;
 - c. the specific act(s) or omission(s) by AECOM that the State contends caused each item of damage;
 - d. the date(s) on which the State incurred or discovered each category of damage;
 - e. the legal or contractual 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. whether the item is claimed as a direct or consequential damage;
 - h. any measures undertaken by the State to mitigate such damages;
 - i. any allocation of the State's damages performed as among the defendants or other parties; and
 - j. whether the State has claimed or recovered all or any portion of such damage from another source.

ANSWER TO INTERROGATORY NO. 21:

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, AECOM 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”).

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 21:

The Plaintiff objects to this Interrogatory as prematurely seeking the Plaintiff's experts' opinion(s) and because discovery is ongoing and investigation continues. The Plaintiff further objects to subpart (j) of this Interrogatory because it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence consistent with the collateral source rule, which holds “that evidence of payments made to an injured party from sources independent of a tort-feasor are inadmissible and shall not diminish the tort-feasor’s liability to the plaintiff.” *Votolato v. Merandi*, 747 A.2d 455, 463 (R.I. 2000) (quoting *Gelsomino v. Mendonca*, 723 A.2d 300, 301 (R.I. 1999)); see also *Colvin v. Goldenberg*, 108 R.I. 198, 202, 273 A.2d 663, 666 (1971) (explaining that the collateral source rule “requires a tort-feasor to pay in full the damages suffered by the injured person without credit for any amounts received by the injured person from sources independent of the defendant”); *Ins. Co. of N. Am. v. Kayser-Roth Corp.*, 1999 WL 813661, at *43 (R.I. Super. July 29, 1999) (Hurst, J.) (stating that the collateral source “doctrine applies to contract as well as tort cases”) (collecting cases), *aff'd in part and vacated in part*, 770 A.2d 403 (R.I. 2001). Subject to said objections and without waiving same, the Plaintiff will supplement this response as required by the Superior Court Rules of Civil Procedure and the Court’s Scheduling Order.

22. Identify all alternative causes, contributing factors, or persons/entities (other than AECOM) that the State 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; and
 - c. all supporting facts, Documents and Communications.

ANSWER TO INTERROGATORY NO. 22:

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, AECOM 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”).

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 22:

The Plaintiff objects to this Interrogatory because it seeks information that is protected by the attorney-client 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 said objections and without waiving same, the State responds as follows:

Pursuant to Rule 33(d) of the Superior Court Rules of Civil Procedure, please see the Draft Report entitled “Forensic Evaluation and Procedural Audit Related to PT Tie-Down Failures,” which was prepared by Wiss, Janney, Elstner Associates, Inc. at the request of RIDOT.

Moreover, as set forth in the Amended Complaint filed in this case, the Plaintiff has alleged that in addition to AECOM, twelve other defendants are responsible for the failure of the Washington Bridge.

23. From 2010 to December 2023, did AECOM or any other inspection company request authorization from RIDOT to perform, or recommend that RIDOT perform, nondestructive or subsurface testing of the Washington Bridge? If so:
- a. Identify the firm that made the request or recommendation;
 - b. Describe the basis and substance of the request or recommendation;
 - c. State whether RIDOT approved or implemented the request or recommendation, and if not, explain why.

ANSWER TO INTERROGATORY NO. 23:

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, AECOM 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”).

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 23:

AECOM, as part of its evaluation of the Washington Bridge pursuant to the 2014 AECOM Contract, and Prime AE Group, Inc. performed a special in-depth inspection of the Washington Bridge, which, as AECOM reported in its Final Technical Evaluation, “included the assessment of all bridge elements and utilized hands-on techniques, destructive testing and non-destructive testing to document existing conditions. Particular attention was paid to accurately locating and quantifying areas of deterioration for subsequent bridge analyses/ratings and for the development of repair designs and rehabilitation plans.” The Final Technical Evaluation also incorporates a Nondestructive GPR Testing report prepared for Aries Support Services, Inc. Pursuant to Rule 33(d), please see the Final Technical Evaluation, which has been produced and Bates-labeled as RIDOT_000063199 – RIDOT_000063429.

For additional information responsive to this Interrogatory, please see Answer No. Interrogatory No. 28.

24. Identify all individuals employed by the State or RIDOT who were responsible for overseeing, supervising, reviewing, analyzing, evaluating, performing engineering reviews or analyses; designing or otherwise managing the services AECOM 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 AECOM'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 AECOM's work; and
 - g. the internal procedures or standards used to evaluate AECOM's deliverables.

ANSWER TO INTERROGATORY NO. 24:

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, AECOM 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”).

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 24:

The Plaintiff objects to this Interrogatory on the grounds that it attempts to characterize or otherwise imposes responsibilities on individuals employed by the State or RIDOT, all of which concern questions of law that are governed by contract, principles of negligence, and fiduciary duties. Subject to said objections and without waiving same, and without agreeing, in any way to the characterization of the information requested in this Interrogatory, the State responds as follows:

Pursuant to Rule 33(d) of the Superior Court Rules of Civil Procedure, the information requested in this Interrogatory may be derived or ascertained from the Plaintiff's document production. Upon the completion of said production, the Plaintiff will identify the documents from which that information may be derived or ascertained. Notwithstanding the foregoing, for a list of individuals that have knowledge relating to the work that AECOM and or entities performed in connection with the Washington Bridge from 2010 through 2023, please see Answer No. 6 to VHB's First Set of Interrogatories, which is incorporated as if fully set forth herein.

25. Identify all physical components of the Washington Bridge (e.g., tie-down rods, tendons, beams, columns, foundations, cables, etc.) that were removed, altered, or destroyed after the December 2023 closure, and explain whether they were preserved for inspection or litigation and if so, where they are preserved or stored.

ANSWER TO INTERROGATORY NO. 25:

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, AECOM 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").

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 25:

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. Subject to said objections and without waiving same, the State responds as follows:

Following the emergency closure of the Washington Bridge, Wiss, Janney, Elstner Associates, Inc. (“WJE”) obtained two exposed broken tie-rods from locations on Pier 7 outside the fascia girders (Cantilever A and Cantilever F). The tie-rods were shipped to WJE’s labs in Northbrook, Illinois, where they were subdivided and evaluated. The methods and details of evaluation are documented in WJE’s report to RIDOT dated February 19, 2024, which WJE produced to AECOM in response to a subpoena. The remaining portions of those rods are in WJE’s possession.

In addition, Bridge Diagnostics, Inc. (“BDI”) possesses an inventory of certain material sampling, which are currently stored at BDI’s office. A copy of that inventory was produced to AECOM’s counsel via email on November 17, 2025.

To the Plaintiff’s knowledge, and as of today, there are no other physical components of the Washington Bridge that are being preserved. However, on April 19, 2024, the Plaintiff, by and through its counsel, sent letters to AECOM and others inviting them to inspect the Washington Bridge prior to its demolition. AECOM availed itself of that opportunity and on July 16, 2024, AECOM, by and through its agents or representatives, performed an inspection of the Washington Bridge.

26. Identify all decisions, budgetary actions, or funding limitations considered or implemented by the State 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 inspection methods;
 - c. the date and amount of funding affected;
 - d. whether the funding was approved, denied, or modified, and by whom;
 - e. the rationale for the decision; and
 - f. all Documents or Communications relating to such decisions.

ANSWER TO INTERROGATORY NO. 26:

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, AECOM 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”).

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 26:

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. Subject to said objections and without waiving same, the State responds as follows:

To date, the Plaintiff is not aware of any budgetary actions or funding limitations considered or implemented by the State or RIDOT between 2010 and December 2023 that affected the scope, frequency, or method of inspections, maintenance, rehabilitation, or replacement of the Washington Bridge.

With respect to inspections, from 2007 forward, RIDOT commissioned routine inspections of the Washington Bridge every two years. In addition, because of the known deteriorating condition of the Washington Bridge—which did not include the issues relating to the tie-down rods or the integrity of the post-tensioning system—RIDOT also commissioned special inspections of the Washington Bridge, which began in 2016.

The decisions considered or implemented by the State or RIDOT that affected the scope, frequency, or method of maintenance, rehabilitation, or replacement of the Washington Bridge were based on the advice, guidance, and recommendations of the consultants it hired between 2010 and December 2023. Although the information responsive to this portion of this Interrogatory can be derived or ascertained from the Plaintiff’s document production, consistent with Rule 33(d) of the Superior Court Rules of Civil Procedure, those decisions include:

- The decision to rehabilitate the Washington Bridge in 2013, which was based on the results of an inspection conducted by Michael Baker International, Inc. (“MBI”) in 2011, as well as MBI’s 2012 Bridge Load Rating report. At that time, the Washington Bridge was well within its expected, seventy-five-year lifespan and no one—from prior inspectors, consultants, or engineers—had**

recommended that the Bridge needed a full replacement because it was suffering from unfixable issues with its posttensioning system, beyond its service life, presented an imminent threat to public safety, or otherwise was unsafe. Based on the information, reports, and advice provided at the time, RIDOT embarked on an effort to rehabilitate the Bridge and on or about March 21, 2013, issued the RFP;

- The decision to engage AECOM, based on the representations it made in response to the RFP;
- The decision to terminate the contract agreement with Cardi Corporation as a result of unacceptable levels of traffic, congestion, and delays;
- The decision to engage AECOM as RIDOT's owner's representative in 2019;
- The decision to proceed with a second attempt to rehabilitate the Washington Bridge in 2019 and, later, in 2021, which resulted in the retention of the JV; and
- The decision to close the Washington Bridge on an emergency basis in December of 2023, based on the discovery of the fractured tie-down rods.

27. Identify each instance between 2010 and December 2023 in which the State 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.

ANSWER TO INTERROGATORY NO. 27:

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, AECOM 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”).

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 27:

To date, the Plaintiff is not aware of any instance between 2010 and December 2023 in which the State or RIDOT chose not to perform inspections, maintenance, or testing on the Washington Bridge.

In connection with the 2014 AECOM Contract, AECOM prepared and submitted the Final Technical Evaluation, which evaluated several different rehabilitation options for the Washington Bridge and provided a recommended option: the proposed removal of 65% of the existing bridge joints. RIDOT approved the option that AECOM recommended. To date, the Plaintiff is not aware of any other instances between 2010 and December 2023 in which the State or RIDOT chose not to perform rehabilitation of the Washington Bridge.

Between 2010 and December 2023, RIDOT did not choose to replace the Washington Bridge because none of the consultants that were retained during that timeframe reported to RIDOT any issues that warranted replacing the Washington Bridge or otherwise recommended that the Washington Bridge needed to be replaced. To the contrary, as Section V(6) of the RFP—which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract—provides, in relevant part, AECOM was required to “*make recommendations based on [its] field observations and test results as to the type of repairs necessary to completely rehabilitate the existing structure*”; as AECOM represented to RIDOT in the lead-up to its selection as the successful respondent to the RFP and the execution of the 2014 AECOM Contract, “[d]epending on the type, size, and location of the concrete deteriorations in need of repair, *various industry standard concrete repair techniques will be used to restore the bridge elements back to original or near original condition*”; and as the 2021 RFP—which AECOM was retained to develop—included a provision stating that “[t]he overall goal of this project is to provide a 25-year design life for the rehabilitated structure; therefore, the DB Entity shall design and construct the bridge strengthening and rehabilitation with a minimum design life of 25 years.” If AECOM did not believe that it was feasible to rehabilitate the Washington Bridge for any reason, then it was incumbent upon AECOM to inform RIDOT of that. The same is true for other

defendants tasked with rehabilitating the Washington Bridge, including Barletta/Aetna I-195 Washington Bridge North Phase 2 JV (the “JV”) and its designer, Vanasse Hangen Brustlin, Inc. As the 2021 RFP made clear, “[t]he Design Build Team is responsible for any required retrofit or strengthening required by their proposal to achieve the 25-year design life. The DB Entity shall develop models and prepare design calculations as necessary to show their proposed method or rehabilitation will achieve this requirement.”

Notwithstanding the foregoing, in 2019, AECOM and Steere Engineering, Inc. prepared a memorandum for RIDOT concerning the reuse of the substructure of the Washington Bridge. That memorandum, however, was not related to demolishing and replacing the Washington Bridge; instead, it was intended to assess the feasibility of replacing the superstructure with a wider superstructure to accommodate a fifth lane of traffic for the purpose of mitigating congestion early in the 25 year design life, which was expected based on the representations of the State’s experts as a result of the planned rehabilitation.

28. 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 State 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 State or RIDOT’s response.

ANSWER TO INTERROGATORY NO. 28:

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, AECOM 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”).

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 28:

In publishing the RFP, RIDOT included a provision stating that “[m]aterial testing should be performed as necessary to properly evaluate structural elements in need of rehabilitation.” See Section V(5) of the RFP.

In response to the RFP, two respondents—PARE Corporation and Parsons Brinckerhoff—proposed non-destructive testing. Pursuant to Rule 33(d) of the Superior Court Rules of Civil Procedure, the information requested in this Interrogatory may be derived or ascertained from each of their respective proposals, which have been produced and Bates-labeled as RIDOT_000118980 – RIDOT_000119229 and RIDOT_000119577 – RIDOT_000119811. The specific references to non-destructive testing in those documents are available at RIDOT_000119021 and RIDOT_000119609 – RIDOT_000119610. For additional information responsive to this Interrogatory, and also pursuant to Rule 33(d), please see the Inter-Office Memoranda prepared on behalf of the Technical Evaluation Committee that evaluated the proposals submitted in response to the RFP, which have been produced and Bates-labeled as RIDOT_000122197 – RIDOT_000122224 and RIDOT_000122226 – RIDOT_000122262.

Moreover, AECOM, as part of its evaluation of the Washington Bridge pursuant to the 2014 AECOM Contract, and Prime AE Group, Inc. performed a special in-depth inspection of the Washington Bridge, which, as AECOM reported in its Final Technical Evaluation, “included the assessment of all bridge elements and utilized hands-on techniques, destructive testing and non-destructive testing to document existing conditions. Particular attention was paid to accurately locating and quantifying areas of deterioration for subsequent bridge analyses/ratings and for the development of repair designs and rehabilitation plans.” The Final Technical Evaluation also incorporates a Nondestructive GPR Testing report prepared for Aries Support Services, Inc. Pursuant to Rule 33(d), please see the Final Technical Evaluation, which has been produced and Bates-labeled as RIDOT_000063199 – RIDOT_000063429.

For additional testing performed on the Washington Bridge, including during the period between 2010 and December 2023, please see Answer No. 6 to the Plaintiff’s Answers to the JV’s First Set of Interrogatories, which is incorporated as if fully set forth herein.

Aside from that, the Plaintiff is not aware, to date, of any other instance between 2010 and December 2023 in which any individual, consultant, contractor or firm recommended the use of non-destructive testing on the Washington Bridge.

29. Provide a complete and detailed timeline of all maintenance, cleaning, servicing, inspection, rehabilitation, or other work performed by or on behalf of the State 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.

ANSWER TO INTERROGATORY NO. 29:

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, AECOM 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”).

SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 29:

The Plaintiff objects to this Interrogatory on the grounds that it is overly broad and unduly burdensome because it asks for the creation of a timeline of all cleaning or servicing work by *or* on behalf of the State or RIDOT on the Washington Bridge over a twenty year period when that information bears no relevance to the claims or defenses at issue in this case. The Plaintiff further objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, and vague because it asks for the creation of a timeline of so-called “other work” by *or* on behalf of the State or RIDOT on the Washington Bridge without defining what AECOM means by the phrase “other work.” Subject to said objections and without waiving same, the State responds as follows:

Pursuant to Rule 33(d) of the Superior Court Rules of Civil Procedure, information relating to all maintenance, inspection, rehabilitation, and construction work performed by or on behalf of the State or RIDOT on the

Washington Bridge from January 1, 2005 through the present can be derived or ascertained from the Plaintiff's document production. Upon the completion of said production, the Plaintiff will identify the documents from which that information may be derived or ascertained.

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: 2/2/26

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On this 2nd 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.

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



As to Objections,
Respectfully Submitted,
Plaintiff,
State of Rhode Island,
By its Attorneys,

/s/ Sarah W. Rice

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CERTIFICATE OF SERVICE

I hereby certify that on the 2nd 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