

HEARING DATE: JANUARY 26, 2026 at 10:00 A.M.

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.,)
TRANSYSSTMS CORPORATION, and)
VANASSE HANGEN BRUSTLIN, INC.)
)
Defendants.)

C.A. No. PC-2024-04526

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF’S CONSOLIDATED
OBJECTION TO (1) DEFENDANT/COUNTERCLAIMANT BARLETTA/AETNA I-195
WASHINGTON BRIDGE NORTH PHASE 2 JV’S MOTION TO COMPEL,
(2) DEFENDANT AECOM TECHNICAL SERVICES, INC.’S MOTION TO COMPEL
RESPONSES TO DOCUMENT REQUESTS AND PRIVILEGE LOG, (3) DEFENDANT
AECOM TECHNICAL SERVICES, INC.’S MOTION TO COMPEL ANSWERS TO
INTERROGATORIES AND REQUEST TO REMOVE THE INTERROGATORY CAP
UNDER RULE 33(b), (4) DEFENDANT VANASSE HANGEN BRUSTLIN, INC.’S
JOINDER TO MOTIONS TO COMPEL, AND
(5) DEFENDANT/COUNTERCLAIMANT BARLETTA/AETNA I-195 WASHINGTON
BRIDGE NORTH PHASE 2 JV’S SECOND MOTION TO COMPEL**

Now comes the Plaintiff, the State of Rhode Island (the “State”), by and through its counsel, and, hereby submits this Objection to (1) Defendant/Counterclaimant Barletta/Aetna I-195 Washington Bridge North Phase 2 JV’s (the “JV”) Motion to Compel, which was filed on December 12, 2025, (2) Defendant AECOM Technical Services, Inc.’s (“AECOM”) Motion to

Compel Plaintiff's Responses to Document Requests and Privilege Log, which was filed on December 15, 2025, (3) AECOM's Motion to Compel Answers to Interrogatories and Request to Remove the Interrogatory Cap Under Rule 33(b), which was filed on December 18, 2025, (4) Defendant Vanasse Hangen Brustlin, Inc.'s ("VHB") Joinder to Motions to Compel Filed by AECOM and the JV, which VHB filed on December 19, 2025, and (5) the JV's Second Motion to Compel, which was filed on December 22, 2025 (together, the "Motions to Compel").

These Motions involve two primary issues: first, whether the State may withhold and log deliberative process privileged documents and information; and second, whether AECOM and the JV may serve interrogatories in excess of the limits imposed by Rule 33(b) of the Superior Court Rules of Civil Procedure. However, as discussed during the Court's January 6, 2026 Status Conference, the State has produced all documents previously withheld or redacted as deliberative process privilege and there is no live, justiciable dispute on this issue. Similarly, the State has offered to expand the number of Interrogatories that AECOM, the JV, and the State can issue to each other from 30 to 50 and provide answers to all outstanding interrogatories regardless of whether they include impermissible subparts.

Additionally, AECOM and the JV have raised a handful of more targeted issues, which have been resolved through the conferral process.

For the reasons set forth below—and because there are, at this time, no justiciable issues for the Court to resolve—the Court should deny the Motions to Compel.

BACKGROUND

This case arises out of a series of claims that AECOM, the JV, and VHB (together, the "Moving Defendants")—among other defendants—failed to comply with their respective obligations to the State in performing inspection, design, construction, and other services on the I-

195 westbound Washington Bridge, formally known as the Washington Bridge North No. 700 (the “Washington Bridge”). Those failures generally focus on two overarching issues: the defendants’ failure to recognize the significance of certain tie-down rods to the stability, integrity, and safety of the Washington Bridge; and the defendants’ failure to evaluate, investigate, or even recommend an investigation into the condition of the post-tensioning system of the Washington Bridge. And much of the factual predicate supporting the State’s claims has been laid out for the defendants in the discovery that the State has produced thus far.

To that end, through its rolling production to date, the State has produced over 150,000 pages of documents to the defendants. The State has also answered dozens of interrogatories and responded to several sets of requests for admission. In the midst of this process—and before the State has completed its document production—the Moving Defendants filed these Motions to Compel.¹

First, the JV and AECOM ask the Court to overrule the State’s invocation of the deliberative process privilege and compel the State to produce all documents that had been redacted on that basis. VHB has also joined in that request. On a related note, the JV and AECOM—joined, again, by VHB—then ask the Court to go a step further, requesting an Order

¹ In responding to these Motions to Compel, the State does not accept or otherwise agree with many of the JV and AECOM’s characterizations of their efforts to satisfy their obligations to confer, in good faith, under Rule 37(a)(2) of the Superior Court Rules of Civil Procedure. For example, during conferrals neither AECOM nor the JV requested a specific number of interrogatories prior to filing their Motions. It also bears noting that despite all the ink that the JV and AECOM spilt in filing their motions, neither party on either motion included a separate certification that they had in good faith conferred or attempted to confer with the State’s counsel before moving. *See* Super. R. Civ. P. 37(a)(2) (mandating that a motion brought pursuant to Rule 37 “*must* include a certification that the movant has in good faith conferred or attempted to confer with the person or party failing to make the discovery in an effort to secure the information or material without court action”) (emphasis added).

that applies prospectively to documents that the State *may* redact or withhold as protected from disclosure by the deliberative process privilege.

Second, the JV and AECOM ask the Court for leave to exceed or expand the limit on the number of interrogatories allowed under Rule 33(b) of the Superior Court Rules of Civil Procedure. They ask for a cap not of thirty interrogatories, as that rule provides, but instead for a limit of seventy-five interrogatories each. For its part, AECOM also argues that its First Set of Interrogatories does not exceed Rule 33(b)'s thirty-interrogatory limit, despite all the subparts AECOM included.

Finally, the JV and AECOM each raise targeted issues with the State's responses to some of their respective discovery requests.²

Following the Court's direction at the conference held on January 6, 2026, counsel for the State and counsel for AECOM and the JV met and conferred, virtually, on January 9, 2026. During that meeting, the State, through its counsel, agreed to the following:

- To produce the targeted discovery materials identified in Section I(B) of the Memorandum of Law submitted in support of the JV's Second Motion to Compel;
- To serve supplemental answers to the JV's Interrogatories Nos. 7 and 8 as requested in their motion on or before January 16, 2026;
- To serve supplemental responses to the JV's Requests for Admission Nos. 2, 3, 4, 11, 12, 14, 15, 16, 17, 18, 19, and 21 as requested in their motion;

² AECOM also seeks sanctions through an award of its reasonable costs and attorneys' fees, pursuant to Rule 37(a)(5) of the Superior Court Rules of Civil Procedure. For the reasons discussed below, and in light of the State's ongoing, good faith efforts to resolve the issues that AECOM has raised, that request is entirely unjustified.

- To produce all documents previously withheld and logged on the State’s privilege logs as “non-responsive”; and
- To serve an amended privilege log to the JV and AECOM.

The State, through its counsel, also represented that the State anticipates substantially completing its custodial production of Electronically Stored Information, in accordance with the ESI Protocol adopted through the Court’s October 31, 2025 Order, by the end of January 2026. And the State, through its counsel, made a good-faith offer to resolve the interrogatory-cap dispute.

Moreover, and of equal importance—as the State, through its counsel, informed counsel for the JV and AECOM during their meeting—on January 6, 2026, the State supplemented its document production and, in doing so, produced unredacted versions of the documents it had previously redacted or withheld based on the deliberative process privilege. As a result, there are currently *zero* documents being withheld or redacted as deliberative.

Through these efforts, the only issues that remain are: (1) the extent to which the JV and AECOM can exceed Rule 33(b)’s thirty-interrogatory limit—*i.e.*, whether the JV and AECOM, as well as the State, can propound up to seventy-five interrogatories, irrespective of subparts, or whether a different number, inclusive of subparts, is more appropriate; and (2) whether there is a justiciable and ripe controversy over the State’s potential invocation of the deliberative process privilege in the future. The State is optimistic that the interrogatory-cap dispute can be resolved in short order. And as for the deliberative process, because the State has already produced the documents it previously redacted on that basis, there is, now, nothing to compel and no need for judicial intervention; the deliberative process question is not now—if ever—ripe. The Court should deny these Motions to Compel.

STANDARD OF REVIEW

“[I]n granting or denying discovery motions, a Superior Court justice has broad discretion” *Sandy Point Farms, Inc. v. Sandy Point Vill., LLC*, 200 A.3d 659, 662 (R.I. 2019) (quoting *State v. Lead Industries Association, Inc.*, 64 A.3d 1183, 1191 (R.I. 2013)). That discretion, however, is guided by the scope of discovery set forth in Rule 26(b) of the Superior Court Rules of Civil Procedure. Under that rule, “[t]he scope of discovery includes ‘any matter, *not privileged*, which is relevant to the subject matter involved in the pending action.’” *Heritage Healthcare Services, Inc. v. Beacon Mut. Ins. Co.*, No. PC02-7016, 2007 WL 1234481 (R.I. Super. Apr. 17, 2007) (Silverstein, J.) (quoting Super. R. Civ. P. Rule 26(b)(1)). Put another way, “discoverable matter must be both relevant and not privileged.” *Fireman’s Fund Ins. Co. v. McAlpine*, 120 R.I. 744, 747, 391 A.2d 84, 86 (1978).

ARGUMENT

The Court should deny the Motions to Compel. First, because the State has agreed to produce all the documents that it had previously redacted as protected from disclosure pursuant to the deliberative process privilege (the “Privilege”), the Court is confronted with no live controversy to decide and no production to compel. In that way, the JV and AECOM’s arguments concerning the Privilege are both moot and not ripe, and, therefore, they are not justiciable. In short, at this juncture, the Court need not offer what would amount to an advisory opinion on when the State can, in the future, assert the Privilege or the extent to which the State’s deliberations have been put into issue in this case.

Second, if the State and the JV and AECOM are unable to reach an agreement on how to resolve the interrogatory-cap dispute, then the State offers the following solution. For the sake of judicial efficiency, the State will agree to answer up to fifty interrogatories per defendant, including

all outstanding interrogatories, as long as the State, too, can serve up to fifty interrogatories on the JV and AECOM and all the parties reserve the right to request additional interrogatories, for good cause, in the future. The State will—as it already has—entertain those additional requests and requests from other defendants, should they be made, in good faith.

I. Future and Potential Disputes Over the State’s Ability to Assert or Invoke the Privilege are Not Justiciable Because They are Not Ripe.

As noted above, the State’s January 6, 2026 supplemental production resolved disputes over documents previously withheld or redacted because they contained information protected by the deliberative process privilege. Because there are no documents to compel, any dispute over the State’s assertion of the Privilege in the past is now moot. *Cf. City of Cranston v. Rhode Island Laborers’ Dist. Council Loc. 1033*, 960 A.2d 529, 533–36 (R.I. 2008) (quoting *Morris v. D’Amario*, 416 A.2d 137, 139 (R.I. 1980), for the proposition that “[a]s a general rule we only consider cases involving issues in dispute; we shall not address moot, abstract, academic, or hypothetical questions”).³ That leaves only a hypothetical dispute over the State’s right to assert the Privilege over documents, in the future, to extent that they even exist. But the Court need not resolve that purely academic issue now. The issue is not justiciable because it not yet—and may never be—ripe.

As this Court has explained, “[t]he concept of justiciability concerns both a court’s power to ‘entertain disputes,’ as well as the ‘wisdom of their doing so.’” *St. Joseph Health Services of Rhode Island, Inc. v. St. Josephs Health Services of Rhode Island Retirement Plan*, No. PC-2017-

³ See also *Fin. Guar. Ins. Co. v. Putnam Advisory Co., LLC*, 314 F.R.D. 85, 88 (S.D.N.Y. 2016) (“Where the party responding to the motion agrees to provide the discovery requested, a motion to compel becomes moot.”); *Gallipeau v. Moran*, No. P.C. 86-1807, 1987 WL 859862, at *1 (R.I. Super. Apr. 21, 1987) (Campanella, J.) (“The Court finds the issues relative to the plaintiff’s motion to produce and motion to compel answers moot and so rules, considering all productions and answers having been supplied.”).

3856, 2018 WL 5792151, at *6 (R.I. Super. Oct. 29, 2018) (Stern, J.) (quoting *Renne v. Geary*, 501 U.S. 312, 315 (1991)). One “well-known justiciability doctrine[]” recognized in Rhode Island, and elsewhere, is the concept of “ripeness.” *Id.*; see also *Vose v. Rhode Island Bhd. of Corr. Officers*, 587 A.2d 913, 915 n.2 (R.I. 1991) (explaining that although the Rhode Island Constitution does not expressly “confine[] the exercise [the Rhode Island Court’s] judicial power to actual ‘cases and controversies[,]’” “the court will not issue advisory opinions or rule on abstract questions”) (quoting *Rhode Island Ophthalmological Society v. Cannon*, 113 R.I. 16, 28, 317 A.2d 124, 130 (1974)). “[R]ipeness requires that a party present a dispute evidencing ‘a real adverseness.’” *St. Joseph Health Services of Rhode Island, Inc.*, 2018 WL 5792151, at *7 (quoting *Vose*, 587 A.2d at 915 n.2). It “is ‘peculiarly a question of timing.’” *Id.* (quoting *Reg’l Rail Reorganization Act Cases*, 419 U.S. 102, 140 (1974)).

In determining whether an issue is ripe, “courts must assess if the ‘harm asserted has matured sufficient to warrant judicial intervention.’” *Id.* at *6 (quoting *Warth v. Seldin*, 422 U.S. 490, 499 n.10 (1975)). “A claim is not ripe[,]” however, “when it ‘rests upon contingent future events that may not occur as anticipated, or indeed may not occur at all.’” *Id.* at *7 (quoting *State v. Gaylor*, 971 A.2d 611, 614-15 (R.I. 2009)). “Nor is a claim ripe where it would require a court to engage in ‘premature adjudication.’” *Id.* (quoting *Faerber v. City of Newport*, 51 F. Supp. 2d 115, 124 (D.R.I. 1999)). And that is the case here.

The State is not actively asserting the deliberative process privilege over any documents. All that remains is the mere possibility that the State may, in the future, assert the Privilege over documents that have not yet been reviewed and produced. In that way, the JV and AECOM’s

request for a finding of blanket waiver—when the State has not yet asserted the Privilege—is not yet ripe.⁴ And it may never be.

“As Chief Justice Roberts has aptly stated, ‘the cardinal principle of judicial restraint’ is that ‘if it is not necessary to decide more, it is necessary not to decide more [.]’” *Tempest v. State*, 141 A.3d 677, 687 n.15 (R.I. 2016) (quoting *PDK Labs., Inc. v. Drug Enforcement Administration*, 362 F.3d 786, 799 (C.A.D.C.2004) (Roberts, J., concurring in part and concurring in judgment)). Consistent with that, and for the reasons set forth above, the Court should deny the Motions to Compel.

II. The State Did Not Waive The Privilege by Filing this Suit.

It is well-established that the deliberative process privilege “protects the internal deliberations of an agency in order to safeguard the quality of agency decisions.” *See In re Comm’n on Jud. Tenure & Discipline*, 670 A.2d 1232, 1235 (R.I. 1996). “The deliberative process privilege rests on the obvious realization that officials will not communicate candidly among themselves if each remark is a potential item of discovery and front-page news, and its object is to enhance the quality of agency decisions . . . by protecting open and frank discussion among those who make them within the Government” *See, e.g., Am. Trucking Associations, Inc. v. Alviti*,

⁴ As an example of the academic nature of this issue, because there is not a document over which the Privilege is asserted, the State is unable to provide—and the Court, therefore, cannot assess—the reason for preserving the confidentiality and a specific description of the information that may be privileged. *See, e.g., St. Joseph Health Servs. of R.I., Inc. v. St. Joseph Health Servs. of R.I. Retirement Plan*, No. PC-2017-3856 at 4, ¶ 4 (R.I. Super. June 5, 2018) (Stern, J.) (finding that a state agency had “failed to ‘provide precise and certain reasons for preserving the confidentiality of the information’ and ha[d] failed to ‘specifically describe the information that is purportedly privileged’” (quoting *Woodland Manor III Assocs., LP. v. Keeny*, 1995 WL 941473, at *3 (R.I. Super. Aug. 31, 1995))). This shows the problem with attempting to resolve issues relating to the Privilege in the abstract: unless and until the State actually asserts the Privilege over a document and then provides a corresponding privilege log, neither the parties nor the Court has anything to assess.

496 F. Supp. 3d 699, 715 (D.R.I. 2020) (quoting *Dep't of Interior v. Klamath Water Users Protective Ass'n*, 532 U.S. 1, 8-9 (2001)); *Heritage Healthcare Services, Inc. v. Beacon Mut. Ins. Co.*, No. PC02-7016, 2007 WL 1234481 (R.I. Super. Apr. 17, 2007) (Silverstein, J.) (observing that “[o]ne purpose of this privilege is to enhance the quality of agency decision making by encouraging persons within an agency to make comments and recommendations without concern that those deliberations will become public” and that it “also ‘protect[s] against premature disclosure of proposed policies before they have been finally formulated or adopted’ and prevents ‘confusing the issues and misleading the public by dissemination of documents suggesting reasons and rationales for a course of action which were not in fact the ultimate reasons for the agency’s action’”) (quoting *Grand Cent. P’ship., Inc. v. Cuomo*, 166 F.3d 473, 481 (2d Cir. 1999)). The privilege is intended to protect not only the documents created during the process, but the integrity of the deliberative process itself. *See Davidson v. U.S. Dep’t of State*, 264 F. Supp. 3d 97 (D.D.C. 2017) (finding that communications generated before adoption of agency policy on litigation at time when the agency was actively formulating litigation strategy reflected “the give-and-take of the consultative process” (internal quotations omitted)). It is in the public interest that the Rhode Island Department of Transportation (“RIDOT”) maintains its ability to assert the privilege.

As an initial matter, although it is not entirely clear what AECOM and the JV seek from the Court at this point, they appear to be asking for an order that the privilege cannot be asserted at all in this lawsuit. *See, e.g.*, AECOM’s Mot. to Compel Pl.’s Responses to Documents Requests and Privilege Log at 1; Mem. of Law in Support of the JV’s Mot. to Compel at 7 (asserting that “[t]he deliberative process does not apply in this case”). As is clear from the record so far in this litigation, the State has been incredibly judicious in its privilege assertions in the first instance and repeatedly agreed to withdraw assertions through the conferral process.

And there is no basis for these defendants' suggestion that, any time the Attorney General files a lawsuit related to an agency's decision, the deliberative process privilege is eviscerated for that agency. The primary case relied on by the defendants—*Rhode Island Economic Development Corp. v. Wells Fargo Securities, LLC* (“38 Studios”)—makes clear that even in cases where deliberations are a central issue to the case, the Court, under one approach to the Privilege, must also look at the specific documents at issue and balance “(1) the relevance of the evidence; (2) the availability of other evidence; (3) the government's role in the litigation; and (4) the extent to which disclosure would hinder frank and independent discussion regarding contemplated policies and decisions.” 2014 WL 3407982, at *3 (R.I. Super. July 07, 2014) (Silverstein, J). In the 38 Studios case, the court ordered production of specific documents that were communicated *to* the Economic Development Corporation and its Board (which included the Governor). *Id.* Ultimately, “[t]here is no subject-matter waiver associated with the deliberative process privilege.” *Ford Motor Co. v. United States*, 94 Fed. Cl. 211, 218 (2010); *see also Murray Energy Corp. v. McCarthy*, 2016 WL 6902359, at *5 (N.D.W. Va. July 20, 2016) (same). The better approach, consistent with the State's position thus far, is to take the issue up if the privilege arises and, in that case, on a document-by-document basis. A judicious and likely sparing approach to the assertion of the deliberative process privilege—which balances the need to avoid a chilling effect on the State's decision making and deliberations (including those beyond RIDOT) with the truly central issues in this case—will avoid the pitfalls presented by the type of blanket, prospective, and uncertain order requested by Defendants. For these reasons, too, the Court should deny the Motions to Compel.

III. If the State, AECOM, and the JV are Unable to Resolve the Interrogatory Cap Dispute, the State Offers to Answer at Least Fifty Interrogatories Per Defendant.

The State is optimistic that the issue concerning the interrogatory limit will be resolved without the Court’s intervention. As Professor Kent once observed, “[j]udicial time is not well spent in counting questions.” See Robert B. Kent et. al., *Rhode Island Civil Procedure* § 33:3. The State generally agrees that this case warrants exceeding Rule 33(b)’s thirty-interrogatory cap for certain defendants. The problem here, however, is that AECOM’s First Set of Interrogatories included subparts that even a cursory review demonstrates the use of subsidiary questions that were equivalent to separate interrogatories which, even if generally related to the same subject matter, sought distinct information. See *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (“Less complex, more direct questions are what the drafters of Rule 33 intended.”). This included, for example, subsidiary questions asking for information *and* documents, which have been counted as two separate interrogatories. See, e.g., *Willingham v. Ashcroft*, 226 F.R.D. 57, 60 (D.D.C. 2005) (concluding that “a demand for information about a certain event and for the documents about it should be counted as two separate interrogatories,’ not one”) (quoting *Banks v. Office of Senate Sergeant-at-Arms*, 222 F.R.D. 7, 10 (D.D.C.2004)).

Mindful of Professor Kent’s observation, however, the State will not burden the Court with a line-by-line demonstration of why the subparts, here, went well past the thirty-interrogatory limit. Still, as our Supreme Court has made clear,

“Subsidiary questions, arranged as part of a purported single question, each constitute a separate question for purposes of this rule, and the bar has been alerted that the court looks with disfavor upon attempts to disguise the number of questions by inclusion of multiple questions in a single numbered question.”

Eleazer, 576 A.2d at 1220 (R.I. 1990) (quoting *Francis v. Barber Auto Sales, Inc.*, 454 A.2d 703, 704-05 (R.I. 1983)). In serving twenty-nine interrogatories with up to, in some cases, nine

subparts, AECOM ran afoul of the text and spirit of Rule 33(b). The State, in responding to AECOM, provided thirty-five pages of detailed and specific answers, but stopped answering and began objecting when the interrogatories and their subparts more than reasonably exceeded thirty questions. See Pl.’s Responses to AECOM’s First Set of Interrogatories, a copy of which is attached hereto as **Exhibit 1**. That was entirely proper. See, e.g., *U.S. ex rel. Birckhead Elec., Inc. v. James W. Ancel, Inc.*, 2014 WL 7364461, at *1 (D. Md. Dec. 23, 2014) (explaining that a party’s approach of “answer[ing] what it believed to be the first twenty-five interrogatories before stopping” “was reasonable and furthered the efficient production of discovery more than an outright objection”) (citing Paul W. Grimm, Charles S. Fax, & Paul Mark Sandler, *Discovery Problems and their Solutions* 20 (ABA 2009) for the proposition that “[w]hile a defendant who objects to interrogatories on the ground of numerosity may be justified in not answering any of them, . . . he could also answer the first 25 and then stop”), and *Serigne v. Preveau*, 2013 WL 1789520, at *2 n.3 (E.D. La. Apr. 26, 2013) for the proposition that “[t]he best rule . . . is that a responding party must answer the first 25 interrogatories”).

The State does not disagree that many of AECOM’s Interrogatories, even if compound, seek information relevant to the State’s claims and AECOM’s defenses, and given the complexity of the issues, the State has always been willing to work with the defendants on reasonably expanded Interrogatory limits. But AECOM and the JV insisted the State agree to respond to unlimited Interrogatories during conferrals prior to filing their Motions. Against that backdrop—and in lieu of dedicating more ink to these Motions to Compel—the State offers now what it has already offered AECOM and the JV: the State will answer all outstanding interrogatories and allow AECOM and the JV to propound additional Interrogatories up to a limit of fifty assuming that any additional interrogatories do not contain impermissible subparts, as long as the State also can also

serve up to fifty interrogatories on AECOM and the JV. The parties can then all reserve the right to request additional interrogatories, for good cause, should the issue arise down the line.

CONCLUSION

For those reasons, the Court should deny the Motions to Compel.

FOR THE STATE OF RHODE ISLAND:

By Its Attorneys,

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CERTIFICATE OF SERVICE

I hereby certify that on the 13th day of January, 2026, I electronically filed and served this document through the electronic filing system on counsel of record. The document is available for viewing and/or downloading from the Rhode Island Judiciary's electronic filing system.

/s/ Edward D. Pare III

Exhibit 1

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.,)
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 TRANSYSTEMS CORPORATION, and)
 VANASSE HANGEN BRUSTLIN, INC.,)
)
Defendants.)

C.A. No. PC-2024-04526
Business Calendar

PLAINTIFF’S 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 responses to Defendant AECOM Technical Services, Inc.’s 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”).

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”).

- 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”).

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”).

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”).

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”).

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”).

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”).

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”).

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”).

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”).

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:
- a. the factual basis for asserting that AECOM had actual or constructive knowledge of the falsity of each representation or statement; and
 - b. 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").

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”).

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”).

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”).

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”).

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”).

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”).

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:
- the nature and scope of the decision, action or limitation;
 - the specific Washington Bridge work impacted, including any changes to inspection methods;
 - the date and amount of funding affected;
 - whether the funding was approved, denied, or modified, and by whom;
 - the rationale for the decision; and
 - 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”).

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:
- the specific work or testing that was deferred, reduced, or not performed;
 - the date of the decision and the individuals or entities involved in making it;
 - the amount of funding that was considered, requested or denied;
 - whether the funding was approved, denied, or modified, and by whom;
 - the rationale for the decision, including any cost-benefit or risk analysis performed; and
 - 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”).

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”).

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”).

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: 10/20/25

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On this 20th day of October, 2025, 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.



Debra A. Jarrow
NOTARY PUBLIC
My commission expires: 12-6-2028
Notary identification number: 31705

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

/s/ Stephen N. Provazza

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/s/ Jonathan N. Savage

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CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of October 2025, 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