

# **EXHIBIT A**

STATE OF RHODE ISLAND  
PROVIDENCE, SC

SUPERIOR COURT

STATE OF RHODE ISLAND

*Plaintiff,*

v.

C.A. No. PC-2024-04526

AECOM TECHNICAL SERVICES, INC., *et al.*

*Defendant.*

**DEFENDANT AECOM TECHNICAL SERVICES, INC.'S FIRST SET OF INTERROGATORIES TO PLAINTIFF STATE OF RHODE ISLAND**

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

**INSTRUCTIONS**

1. The State shall answer each question separately and fully in writing and under oath.
2. Answers to these interrogatories must include information known to the State. If the person or persons answering these interrogatories does not have enough information to answer any of the interrogatories, it is his or her duty to make a reasonable effort to obtain such information.
3. These interrogatories require supplemental or amended answers to the extent required by Rule 33 of the Rhode Island Rules of Civil Procedure.
4. When an objection is made to any interrogatory or subpart thereof, it shall state with specificity all grounds upon which the objecting party relies. If an interrogatory is objected

to on the ground of attorney-client privilege or on the ground of attorney-work product or that the information requested was obtained to prepare in anticipation of litigation or for trial, sufficient information must be provided (i) to permit the subject matter, but not content, of the allegedly privileged information to be identified with sufficient specificity to allow a party to determine whether a motion to compel is warranted; and (ii) to explain the basis for the claim of privilege in order that a court can properly determine its propriety.

### **DEFINITIONS**

1. The term “AECOM” refers to AECOM Technical Services, Inc., and its present or former employees, servants, attorneys, agents, consultants, and other representatives or persons acting on its behalf or under its control.

2. “And” shall include “or” and vice versa; the singular shall include the plural and vice versa; “any” includes the word “all” and “all” includes the word “any”; “each” includes the word “every” and “every” includes the word “each.”

3. “Amended Complaint” refers to the Amended Complaint filed by The State of Rhode Island on April 15, 2025, in the above-captioned lawsuit in the State of Rhode Island, Providence County Superior Court, docketed as *The State of Rhode Island v. AECOM Technical Services, Inc. et al*, Case No. PC-2024-04526.

4. “Communication(s)” means the transmittal of information (in the form of facts, idea, inquires, or otherwise).

5. “Document” means, without limitation, any written, printed, typed, photographed, recorded or otherwise reproduced or stored communication or representation, whether comprised of letters, words, numbers, pictures, sounds or symbols, or any combination thereof. This definition includes copies or duplicates of documents contemporaneously or subsequently created which

have any non-conforming notes or other markings and the backsides of any communication or representation which all contain any of the above.

6. “Eastbound Washington Bridge” means the Interstate I-95 eastbound bridge structure over the Seekonk River connecting Providence, Rhode Island and East Providence, Rhode Island.

7. “Include” or “including” means including but not limited to.

8. The term “Interrogatories” refers to the below Interrogatories.

9. “Litigation” means the above-captioned lawsuit in the State of Rhode Island, Providence County Superior Court, docketed as *The State of Rhode Island v. AECOM Technical Services, Inc. et al*, Case No. PC-2024-04526.

10. “RIDOT” means Rhode Island Department of Transportation and includes any departments, segments, divisions, both presently existing and those which previously existed, of any of the foregoing entities, and any present or former officers, directors, employees, consultants, contractors, attorneys, and agents of the foregoing entity.

11. The terms “referring to”, “relating to”, or “concerning” shall be broadly construed to mean referring to, describing, evidencing, or constituting.

12. The terms the “State”, “State of Rhode Island”, “You”, and “Your” refer to the State of Rhode Island, and its present or former employees, servants, attorneys, agents, consultants, and other representatives or persons acting on its behalf or under its control.

13. “Washington Bridge” means the Interstate I-95 westbound bridge structure over the Seekonk River connecting Providence, Rhode Island and East Providence, Rhode Island.

14. Capitalized terms not defined herein have the meanings given to them in the Amended Complaint.

## INTERROGATORIES

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.

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 allegation.
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.

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.
  
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.
  
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.

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.
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.
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.
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.

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.

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

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

26. Identify all decisions, budgetary actions, or funding limitations considered or implemented by the State or RIDOT between 2010 and December 2023 that affected the scope, frequency, or method of inspections, maintenance, rehabilitation, or replacement of the Washington Bridge, regardless of whether such inspections, maintenance, rehabilitation or replacement was ultimately carried out. For each, describe:

- a. the nature and scope of the decision, action or limitation;
- b. the specific Washington Bridge work impacted, including any changes to inspection methods;
- c. the date and amount of funding affected;
- d. whether the funding was approved, denied, or modified, and by whom;
- e. the rationale for the decision; and
- f. all Documents or Communications relating to such decisions.

27. Identify each instance between 2010 and December 2023 in which the State or RIDOT chose not to perform inspections, maintenance, rehabilitation, replacement, or testing (including but not limited to non-destructive testing) on the Washington Bridge due to any reason.

For each instance, state:

- a. the specific work or testing that was deferred, reduced, or not performed;
- b. the date of the decision and the individuals or entities involved in making it;
- c. the amount of funding that was considered, requested or denied;

- d. whether the funding was approved, denied, or modified, and by whom;
  - e. the rationale for the decision, including any cost-benefit or risk analysis performed;  
and
  - f. all Documents and Communications relating to such decision.
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.
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.

AECOM TECHNICAL SERVICES, INC.

By Its Attorneys,

LAMONTAGNE, SPAULDING & HAYES, LLP

/s/ Amanda Prosek

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Dated: September 4, 2025

**CERTIFICATE OF SERVICE**

I hereby certify that on September 5, 2025, I electronically filed and served this document through the electronic filing system on all counsel of record.

The document is available for viewing and/or downloading from the Rhode Island Judiciary's electronic filing system.

/s/ Amanda R. Prosek  
Amanda R. Prosek

# **EXHIBIT B**

STATE OF RHODE ISLAND  
PROVIDENCE, SC

SUPERIOR COURT

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

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

**PLAINTIFF'S 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.

By: Loren Doyle  
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/ Theodore J. Leopold

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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*

# **EXHIBIT C**



September 19, 2025

**VIA E-MAIL**

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**Wendy K. Venoit**

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**Re: *State of Rhode Island v. AECOM Technical Services, Inc., et al.*  
Rhode Island Superior Court – Business Calendar  
C.A. No. PC-2024-04526**

**Notice of Deficiency in the State's Responses to AECOM's First Request For Production of Documents**

Dear Counsel:

Pursuant to Rule 37 of the Rhode Island Superior Court Rules of Civil Procedure, AECOM Technical Services, Inc. ("AECOM") has identified significant deficiencies in the State of Rhode Island's (the "State") responses and objections to AECOM's First Request for Production of Documents dated June 12, 2025 (the "Responses"). The Responses, served by the State on September 2, 2025, contain pervasive deficiencies including, but not limited to:

- Failure to indicate whether responsive documents have been or will be produced;
- Blanket boilerplate privilege assertions without identification of what documents have been or will be withheld by the State; and
- Improper assertion of a claimed deliberative process privilege.

AECOM is offering the State an opportunity to cure these deficiencies without court intervention. **If these issues are not resolved by October 3, 2025, AECOM will seek relief from the Court, including filing a motion to compel and pursuing remedies under Rule 37.** We hope to avoid that.

## **I. GENERAL DEFICIENCIES**

AECOM has identified the following systemic deficiencies in the State's Responses:

### **A. Failure to Indicate Whether Responsive Documents Will Be Produced.**

Rule 26 of the Rhode Island Superior Court Rules of Civil Procedure requires clarity so that the requesting party can evaluate compliance. See *State v. Lead Indus. Ass'n, Inc.*, 64 A.3d 1183, 1197 (R.I. 2013) (emphasizing that discovery responses must provide sufficient information to allow meaningful evaluation by the opposing party).

For numerous requests, the State responds solely by invoking "*Discovery is ongoing*" and reserving the right to amend, while not indicating whether responsive documents have been produced or if any will ever be produced. See Requests Nos. 13, 25, 26-44, 72. Below are some examples:

13. The "rehabilitation plans" issued by the Joint Venture referenced in Paragraph 91 of the Amended Complaint.

**RESPONSE: Discovery is ongoing, and the Plaintiff reserves the right to amend this Response pending the outcome of further investigation and discovery.**

25. All Documents and Communications relating to the Request for Proposals (Solicitation # TRFP24004167) that RIDOT issued on April 26, 2024 for the Washington Bridge Demolition Project.

**RESPONSE: Discovery is ongoing, and the Plaintiff reserves the right to amend this Response pending the outcome of further investigation and discovery.**

The State similarly asserts various privileges and objections in conjunction with "*Discovery is ongoing*" to other requests without indicating whether responsive documents have been produced or if any will ever be produced. See Request Nos. 77-81. The State's lack of clarity in these responses fails to satisfy the State's obligations under Rule 26 and is prejudicial to AECOM. The parties are aware that discovery is ongoing—thus the issuance of the Requests for Production.

AECOM is entitled to know now—not at the end of the discovery process or some other time in the unspecified future—whether the State intends to produce documents responsive to AECOM's Requests. The State's failure to indicate whether documents have been produced or will be produced at all impedes AECOM's ability to assess whether the State has met its discovery obligations and whether judicial intervention is necessary.

AECOM therefore demands that the State serve supplemental responses to indicate whether the State has or will produce responsive, non-privileged documents to the extent that they exist.

## **B. Blanket Privilege Assertions and Lack of Privilege Log.**

The State relies solely on generic, blanket privilege objections without identifying specific documents withheld or producing a privilege log.

Under Rule 26(b)(5), a party must expressly state the privilege claimed and provide a privilege log describing the documents in sufficient detail to assess the claim. See R.I. Super. Ct. R. Civ. P. 26(b)(5); *Lead Indus. Ass'n, Inc.*, 64 A.3d at 1197 (“A party who withholds discovery materials must provide sufficient information, usually in the form of a privilege log, to enable the other party to evaluate the applicability of protection.”).

For example, in Request Nos. 1-3, 5 and 20, the State’s objections are a verbatim or near-verbatim recitation of the privileges (“*the attorney-client privilege, the 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*”), followed by “*Subject to those objections, and without waiving the same, see previously produced [BATES range]. Discovery is ongoing, and the Plaintiff reserves the right to amend this Response...*”.

Similarly, in Requests Nos. 46-49, which seek, *inter alia*, inspection reports and expert analyses, the State repeats the same privilege assertions verbatim. For instance, in Request No. 47, which seeks the forensic analysis report prepared by WJE, the State invokes all four privileges but fails to describe the nature of the withheld documents or how they relate to any privilege:

47. All reports prepared by or for the State of Rhode Island, RIDOT, or any agency of the State of Rhode Island, whether in draft or final form and all appendices thereto, in relation to the Washington Bridge, including, without limitation, the forensic analysis report WJE prepared in 2024.

**RESPONSE: The Plaintiff objects to this Request because it seeks documents, communications, and/or information that is or may be protected from disclosure by the attorney-client privilege, the 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. Discovery is ongoing, and the Plaintiff reserves the right to amend this Response pending the outcome of further investigation and discovery.**

These responses do not comply with Rule 26(b)(5), which requires a party to “expressly make the claim” and “describe the nature of the documents...in a manner that...will enable other parties to assess applicability of the privilege or protection.” The absence of a privilege log and the use of generic objections prevent meaningful evaluation of the State’s objections and obstruct the discovery process.

Rhode Island Courts emphasize the importance of detailed privilege logs in assessing claims of privilege (particularly where, as here, the State relies on the deliberative process privilege). See *Rhode Island Economic Development Corp. v. Wells Fargo Securities, LLC*, No. PB125616, 2014 WL 3407982, at \*1 (R.I. Super. July 07, 2014).

The State repeatedly invokes such privileges but fails to describe the nature of any documents withheld or the specific basis/reason for such withholding (*see, e.g.*, Responses to Requests Nos. 1-3, 5, 20, 46-49). There is no mention of providing or producing a privilege log, nor any indication that a privilege log will be provided in the future. The State does not attempt to describe, summarize, or classify any documents or communications withheld on privilege grounds. Rather, the State's privilege assertions are boilerplate and do not comply with Rule 26(b)(5). Instead of meeting its burden, the State is trying to shift that burden to AECOM. That is not permissible and will not be tolerated.

AECOM therefore demands that the State cure these deficiencies by:

- Producing a complete and detailed privilege log identifying each document withheld under any asserted privilege, including the date, author, recipient, subject matter, and specific basis for the privilege; and
- Amending its responses to remove boilerplate privilege assertions and replace them with individualized, request-specific privilege claims.

### **C. Improper Use of Deliberative Process Privilege.**

The State broadly claims reliance upon a “deliberative process privilege” in response to numerous requests. *See* Requests Nos. 1-3, 5, 20, 21, 22, 46-71, 73-100, 103-106, 108-120. The State's assertion of the deliberative process privilege is both substantively and procedurally improper. **Most critically, the State has waived the privilege by placing its own deliberative processes directly at issue in this litigation.**

The deliberative process privilege is a qualified privilege that may protect documents that are both “pre-decisional” and “deliberative.” However, courts have consistently held that when a government entity initiates litigation or asserts claims that require examination of its internal decision-making, it waives such privilege. *See Rhode Island Economic Development Corp. v. Wells Fargo Securities, LLC*, No. PB125616, 2014 WL 3407982, at \*3 (R.I.Super. July 07, 2014); *In re Methyl Tertiary Butyl Ether (MTBE) Prods. Liab. Litig.*, 898 F. Supp. 2d 603, 610 (S.D.N.Y. 2012); *Dep't of Econ. Dev. v. Arthur Anderson & Co. (U.S.A.)*, 139 F.R.D. 295, 300 (S.D.N.Y. 1991).

For example, in *Rhode Island Economic Development Corp. v. Wells Fargo Securities, LLC*, a Rhode Island Trial Court compelled production of documents withheld under the deliberative process privilege where the agency's own decision-making was central to its claims. *See Rhode Island Economic Development Corp. v. Wells Fargo Securities, LLC*, No. PB125616, 2014 WL 3407982, at \*3 (R.I.Super. July 07, 2014). The court emphasized that when a government agency becomes a plaintiff, its internal decision-making processes may be placed at issue, thereby weakening or waiving the privilege. *Id.*

Federal courts have reached similar conclusions. In *In re Methyl Tertiary Butyl Ether Prods. Liab. Litig.*, 898 F. Supp. 2d 603, 610 (S.D.N.Y. 2012), the United States District Court for the Southern District of New York held that a government agency waived the deliberative process privilege by asserting claims that required scrutiny of its internal risk assessments. Likewise, in *Department of Economic Development v. Arthur Anderson & Co.*, 139 F.R.D. 295, 300 (S.D.N.Y. 1991), that same court held that by asserting fraud claims, a department of the British government could not involve the deliberative process privilege to shield documents that were central to its fraud claims.

In this case, the State initiated this action, alleging, *inter alia*, that AECOM and other Defendants breached multiple contracts and professional duties by failing to conduct adequate inspections,

evaluations, and reviews of design and inspection documents. The State further alleges that AECOM and other defendants failed to identify critical structural deficiencies in the Washington Bridge and recommend necessary repairs for the State's consideration. These allegations place the State's internal deliberations and decisions about what information it received, how it interpreted inspection and design findings and contract documents, and how it responded to those findings at the literal heart of this case. By asserting claims that require examination of its internal deliberative and decision-making processes, the State has waived the deliberative process privilege over documents relating to or evidencing those deliberations. As critically, to the extent it produced those materials to third parties, such as WJE, that privilege is further waived.

Interestingly, it bears noting that when suit was filed, the undersigned contacted the State's counsel and asked for copies of the documents upon which the State's complaint and allegations cited and relied. We were told, in response, that those materials would be produced in the course of discovery and not before. We are in discovery and to date they have not been produced, and in fact, in many cases, the State is now apparently stating that it may not produce them at all.

Each request to which the State has asserted the deliberative process seeks documents that are central to the State's claims against AECOM and the other Defendants. For example:

**1. Inspection and Consulting Reports (Requests Nos. 3, 46-53, 56, 58, 65, 68, 69, 90, 103):**

These requests seek reports, evaluations, findings, photos, videos, and correspondence relating to inspections of the Washington Bridge prior to its closure in December 2023 (and by extension any performed thereafter). The Amended Complaint repeatedly alleges that AECOM and other Defendants failed to conduct adequate inspections, identify critical structural deficiencies, and recommend necessary repairs. These inspection findings and consulting reports would form the factual basis of the State's claims of negligence and breaches of contract. The State further alleges that it relied on these inspection reports to make decisions about the scope of rehabilitation both in 2024 and in the prior 10+ years, as well as its decision to close the Washington Bridge in December 2023 and ultimately, to demolish both the superstructure and substructure and procure a complete replacement of the bridge. By asserting reliance on these inspections and their outcomes, and by claiming damages based on the alleged failures of these inspections, the State has placed its internal deliberations and use of these materials directly at issue. Accordingly, the State has waived any deliberative process privilege over these documents, if one ever applied or existed.

**2. Design Documents (Requests Nos. 2, 54, 66, 67, 70, 71):**

These requests seek construction/rehabilitation plans, blueprints, specifications, engineering analyses and related review documents. In the Amended Complaint, the State claims that AECOM and others failed to adequately review prior design documents and failed to incorporate critical structural features into its rehabilitation design. The State further alleges that AECOM's design work omitted necessary repairs and failed to address known deterioration in post-tensioned cantilever beams and tie-down rods, resulting in physical and economic damages. The State's allegations rely on its interpretation and use of design documents. By asserting claims that require scrutiny of its internal design decisions, the State has placed its deliberations directly at issue. These documents are central to the State's claims and cannot be shielded by the deliberative process privilege, which it has waived.

**3. Bidding/Proposal Documents (Requests Nos. 5, 20, 113, 114):**

The State alleges reliance on alleged misrepresentations in AECOM's proposals and RFP responses when selecting AECOM to perform services on the Washington Bridge. The State's evaluation of bids received and its decision to award work to AECOM has been placed directly at issue by the State in its causes of action for negligent misrepresentation and breach of fiduciary duty. Specifically, the State claims it relied on AECOM's representations of technical competence, familiarity with the bridge's structural needs, and ability to perform rehabilitation work using industry-standard techniques when it selected AECOM as the winning bidder. These deliberations are central to the State's claims against AECOM and thus the State has waived the deliberative process privilege over documents reflecting its internal evaluation, scoring, and selection of AECOM for these services.

**4. Contracts and Agreements (Requests Nos. 1 & 21):**

The State's breach of contract and indemnity claims rely on the terms and execution of these agreements. Specifically, the State alleges that AECOM and other Defendants failed to perform contractual obligations including inspections, evaluations, and recommendations for repairs, and that these failures caused substantial physical and economic harm for which the State alleges breach of contract and seeks indemnity. These allegations necessarily implicate the State's internal deliberations regarding the meaning, intent, interpretation, and enforcement of these agreements. The State has placed its contractual relationships and obligations at issue. By doing so, the State has waived the deliberative process privilege over documents reflecting its internal decision-making concerning these contracts.

**5. Emergency Closure / Demolition Documents (Request Nos. 55, 57, 58 61, 62):**

The State alleges that purportedly fractured tie-down rods and widespread deterioration in the post-tensioning system rendered the Washington Bridge unsalvageable, necessitating its demolition and full replacement for which the State seeks to hold the Defendants responsible. These allegations rely on the State's internal evaluations of inspection findings and its decision-making process leading to the State's decision to implement the emergency closure of the Washington Bridge and ultimately to demolish it in its entirety. By asserting claims that require scrutiny of its internal deliberations regarding structural integrity, safety assessments, emergency closure, and decision to demolish the Washington Bridge in its entirety, the State has placed those deliberations directly at issue. Accordingly, the State has waived the deliberative process privilege over documents reflecting its internal assessments and decisions concerning the emergency closure and demolition of the Washington Bridge.

**6. Traffic/Monitoring Data (Requests Nos. 73, 74, 76, 78, 80, 81, 118):**

In order to avoid dismissal of its tort-based claims, the State amended its complaint and added allegations in an attempt to show that there has been resulting property damage to property other than the Washington Bridge itself. Specifically, the State has now alleged that the closure and demolition of the Westbound span has increased traffic volume and wear on the Eastbound Bridge. The State also now alleges that the emergency closure led to a substantial rerouting of westbound traffic onto the Eastbound Washington Bridge, resulting in what it claims is accelerated wear and tear and the need for increased maintenance and monitoring. The State further alleges that it installed real-time sensors and structural health monitoring systems to track the condition of the Eastbound Bridge and ensure public safety. These allegations place the State's internal deliberations regarding traffic management, monitoring system installation, and assessment of traffic impacts to the Eastbound Bridge directly at issue. Accordingly, the State has waived the

deliberative process privilege over documents reflecting its internal decision-making and evaluations related to traffic volume, monitoring data, and impact to the Eastbound Bridge.

**7. Preservation of Physical Evidence (Request Nos. 59, 60, 63, 64):**

These requests seek documents and communications relating to the preservation, removal, and handling of physical materials from the Washington Bridge, including materials removed by WJE and others following the December 2023 emergency closure. The Amended Complaint alleges that the State's decision to demolish the bridge was based on findings of fractured tie-down rods and widespread deterioration in the post-tensioning system. The State further alleges that demolition and replacement were the only reasonable options based on these findings. By asserting claims that depend on the condition of physical evidence and the conclusions drawn from it, the State has placed its internal deliberations regarding the collection, preservation, and interpretation of that evidence directly at issue. Accordingly, the State has waived the deliberative process privilege over documents reflecting its internal decision-making and communications concerning the preservation and handling of physical bridge components.

**8. Allegations regarding AECOM's Breaches of Contract, Professional Duties, and Misrepresentations (Requests Nos. 75, 77, 79, 82-89, 91-100, 103-106, 108-112, 115-117 & 120):**

These requests seek documents and communications relating to the State's allegations that AECOM breached its contractual obligations, failed to meet professional standards, and made material misrepresentations in connection with its work on the Washington Bridge. The Amended Complaint includes multiple counts asserting that AECOM failed to conduct adequate inspections, review prior design and inspection records, identify structural deficiencies, and recommend necessary repairs. The State also alleges that AECOM misrepresented its qualifications and capabilities, and that RIDOT relied on those misrepresentations in selecting AECOM to perform services on the Washington Bridge. These claims place the State's internal deliberations regarding its evaluation of AECOM's proposals, its decision to award contracts, and its interpretation of AECOM's performance directly at issue. Accordingly, the State has waived the deliberative process privilege over documents reflecting its internal decision-making, assessments, and communications concerning AECOM's qualifications, performance and the alleged resulting damages.

Even if the State had not waived the deliberative process privilege as described above and to the extent it even applied, the State fails to meet the procedural requirements for asserting such privilege. Courts require a detailed showing that each withheld document is both pre-decisional and deliberative, and that factual material cannot be reasonably segregated. See *California Native Plant Soc'y v. U.S. E.P.A.*, 251 F.R.D. 408, 412–14 (N.D. Cal. 2008) (outlining the details the agency must provide in order to properly invoke the deliberative process privilege); *Nat'l Rifle Ass'n of Am. v. Cuomo*, 332 F.R.D. 420, 435–36 (N.D.N.Y. 2019). The State has failed to meet these requirements. Its generic blanket objections referencing the deliberative process privilege, without individualized document descriptions or explanations, are legally insufficient.

Accordingly, for the reasons set forth above, AECOM demands that the State withdraw its assertion of the deliberative process privilege and produce these materials at once. In the alternative, should the State choose to withhold documents under the deliberative process privilege, it must provide a detailed and adequate privilege log so that AECOM can properly assess the State's assertion thereof.

**D. Overbreadth and Burden Objections Without Detail.**

The State asserts general overbreadth and burden objections to certain requests, especially those relating to the Eastbound Bridge and traffic data. For example, in Request Nos. 77–80, which seek documents and communications related to traffic data and maintenance on the Eastbound Washington Bridge, the State objects on the basis of overbreadth and burden but provides no factual basis or explanation:

77.All Documents and Communications relating to maintenance and repair work performed on the Eastbound Washington Bridge during the time period of January 1, 1990 to the present.

**RESPONSE:** The Plaintiff objects to this Request because it is overly broad, burdensome, irrelevant to the issues in this matter, and seeks documents, communications, and/or information that is or may be protected from disclosure by the attorney-client privilege, the deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure. Discovery is ongoing, and the Plaintiff reserves the right to amend this Response pending the outcome of further investigation and discovery.

78.All Documents and Communications related the State's decision to install equipment, sensors and/or monitoring systems relating to traffic volume on the Eastbound Washington Bridge during the time period of January 1, 1990 to the present.

**RESPONSE:** The Plaintiff objects to this Request because it is overly broad, burdensome, irrelevant to the issues in this matter, and seeks documents, communications, and/or information that is or may be protected from disclosure by the attorney-client privilege, the deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure. Discovery is ongoing, and the Plaintiff reserves the right to amend this Response pending the outcome of further investigation and discovery.

79. All agreements entered into between You and any other party or third party relating to inspections, evaluations or construction of the Eastbound Washington Bridge during the time period of January 1, 1990 to the present.

**RESPONSE:** The Plaintiff objects to this Request because it is overly broad, burdensome, irrelevant to the issues in this matter, and seeks documents, communications, and/or information that is or may be protected from disclosure by the attorney-client privilege, the deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure. Discovery is ongoing, and the Plaintiff reserves the right to amend this Response pending the outcome of further investigation and discovery.

80. All Documents and Communications relating to traffic data, including but not limited to traffic counts, flow analyses, and congestion reports for the Eastbound Washington Bridge during the time period of January 1, 1990 to the present.

**RESPONSE:** The Plaintiff objects to this Request because it is overly broad, burdensome, irrelevant to the issues in this matter, and seeks documents, communications, and/or information that is or may be protected from disclosure by the attorney-client privilege, the deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure. Discovery is ongoing, and the Plaintiff reserves the right to amend this Response pending the outcome of further investigation and discovery.

No bates numbers or document descriptions are provided, and it is unclear whether any responsive documents have been or will be produced. These objections lack the specificity required under Rule 26.

The State's objections are particularly misplaced given that the State has alleged that the reason the economic loss doctrine does not bar its negligence claims is because traffic had to be diverted onto the Eastbound Washington Bridge following the emergency closure of the Westbound Washington Bridge. The State claims, without any evidence or proof thereof, that this diversion caused physical wear and tear and necessitated increased maintenance and monitoring of the Eastbound Bridge. As such, the documents AECOM seeks in Request Nos. 77-80 are directly relevant to evaluating the State's theory of damages, causation and its attempt to circumvent the economic loss doctrine. These requests are narrowly tailored to test the foundation of the State's claims and cannot be dismissed as overbroad or unduly burdensome without specific justification.

AECOM therefore demands:

- Clarification of the basis for each overbreadth or burden objection sufficient to allow meaningful evaluation and discussion); and
- Confirmation of whether any documents have been withheld solely on the basis of overbreadth or burden.

## II. AECOM'S REQUEST FOR THE STATE TO CURE DISCOVERY DEFICIENCIES

AECOM requests that the State serve fully developed and proper supplemental responses addressing the deficiencies identified above and produce all responsive, non-privileged documents, along with a complete privilege log, by no later than October 3, 2025. If the State fails to cure these deficiencies, AECOM will move to compel production and seek all appropriate relief under Rule 37, including costs and fees.

**Please contact us within five (5) business days to schedule a meet and confer to discuss these issues.** AECOM remains hopeful that these issues can be resolved without court intervention.

AECOM expressly reserves all rights with respect to the State's deficient responses, including the right to seek judicial relief.

Thank you.

Very truly yours,

COZEN O'CONNOR



By: Wendy K. Venoit

WKV

CC:

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# **EXHIBIT D**



November 11, 2025

**Wendy K. Venoit**

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**Re: *State of Rhode Island v. AECOM Technical Services, Inc., et al.***  
**Rhode Island Superior Court – Business Calendar**  
**C.A. No. PC-2024-04526**

**Second Notice of Deficiency in the State's Discovery Responses to AECOM's First Request For Production of Documents and First Notice of Deficiency in the State's First Set of Interrogatories and Privilege Log**

Dear Counsel:

This correspondence follows AECOM Technical Services, Inc.'s ("AECOM") prior deficiency letter dated September 19, 2025, and addresses unresolved deficiencies in the State of Rhode Island's ("State") discovery responses, including its responses to AECOM's first set of interrogatories dated October 20, 2025, supplemental responses to AECOM's first request for production of documents dated October 15, 2025, and the State's privilege log dated October 15, 2025.

Despite multiple meet-and-confer efforts, the State's amended responses remain deficient in several key respects. Pursuant to rules 26, 33, and 34 of the Rhode Island Superior Court Rules of Civil Procedure, AECOM hereby requests that the state supplement its responses and privilege log without further delay. Specifically:

## **I. DEFICIENCIES IN THE STATE'S INTERROGATORY RESPONSES**

### **A. Improper Refusal Based on Interrogatory Count.**

The State's objection that AECOM exceeded the permissible number of interrogatories under Rhode Island Superior Court Rule 33(b) is improper. Rule 33(b) limits a party to thirty (30) interrogatories, but it does not specify how subparts should be counted. Courts interpreting materially identical language under Federal Rule of Civil Procedure 33(a)(1) have consistently held that subparts are not counted separately if they are logically or factually subsumed within and necessarily related to the primary question. See *Safeco of Am. v. Rawstron*, 181 F.R.D. 441, 445 (C.D. Cal. 1998); *Kendall v. GES Exposition Servs., Inc.*, 174 F.R.D. 684, 685–86 (D. Nev. 1997); Fed. R. Civ. P. 33 advisory committee's note (1993).

Under that well-established standard, AECOM's interrogatories each present one primary inquiry directed to a discrete allegation of breach in the State's Amended Complaint, with limited subparts requesting the factual components necessary to form a complete response (e.g., identifying the contract provision, describing the manner of breach, identifying responsible persons, and describing resulting damages or supporting documents). Each subpart is thus "logically or factually subsumed within and necessarily related to the primary question" and should be counted as one interrogatory. *Safeco*, 181 F.R.D. at 445.

Rhode Island case law likewise treats the counting of subparts as a matter of judicial discretion, not arithmetic. See *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (recognizing that trial courts have discretion to determine whether interrogatories are excessive); *Francis v. Barber Auto Sales, Inc.*, 454 A.2d 703, 705 (R.I. 1983) (same). Neither case imposes a rule requiring each subpart to be counted separately.

Applying these principles, the State's assertion that AECOM "exceeded the number of interrogatories allowed" by including enumerated subparts (e.g., Interrogatory Nos. 1–5, each of which contains lettered components (a) through (f)) is unfounded. Each interrogatory seeks one ultimate factual disclosure—such as the basis of a specific contractual-breach allegation—and simply requests the factual particulars necessary to frame that answer. The State's counting of each enumerated subpart as a separate interrogatory contradicts the text and purpose of Rule 33 and the overwhelming weight of authority interpreting it.

Accordingly, AECOM demands that the State withdraw its objection based on Rule 33(b) and provide full and complete substantive responses to Interrogatories Nos. 8–28 within ten (10) calendar days hereof.

## **II. PRIVILEGE LOG DEFICIENCIES.**

AECOM remains significantly concerned with the State's October 15, 2025 Privilege Log, which continues to suffer from the same fundamental deficiencies identified in our September 19, 2025 Discovery Deficiency Letter. The State has failed to cure these issues, and its privilege assertions remain procedurally and substantively improper under Rule 26(b)(5) of the Rhode Island Superior Court Rules of Civil Procedure.

### **A. Deficient Privilege Log**

By way of reminder, the State offered its privilege log after AECOM sent its first deficiency letter with respect to the State's responses to AECOM's document requests. The State promised the log by October 9, 2025 and ultimately produced it on October 15, 2025. As articulated in our second meet and confer call held on October 21, 2025, the log is procedurally deficient in that it

lacks the level of detail necessary to fully evaluate the State's assertions of privilege. For the following non-exhaustive list of reasons, the log is deficient:

- The log does not identify whether any of the authors or recipients are attorneys, notwithstanding the State's claims of attorney-client or work product privilege.
- The log combines both withholding and redactions without distinguishing between the two. As such, it is not clear whether a given log entry is a complete withholding of the referenced document or simply a partial redaction of the document.
- The log does not explain the basis of the withholding with sufficient detail and particularity to evaluate the propriety or applicability of the basis. This is discussed further in the paragraphs below.
- The log lacks sufficient descriptions to identify the nature and substance of the listed documents, making it difficult, if not impossible, to evaluate the validity of the withholding/redaction.

Notwithstanding AECOM's identification of these deficiencies during that October 21, 2025 call, the deficiencies have not been addressed to date. In addition to these procedural deficiencies, AECOM has the following substantive complaints with the State's stated bases for withholding and/or redaction.

#### **B. Deliberative Process Privilege.**

As detailed in our prior letter and during both of our meet and confer calls, the State has waived the deliberative process privilege by placing its internal decision-making directly at issue in this litigation. *See Rhode Island Economic Development Corp. v. Wells Fargo Securities, LLC*, No. PB125616, 2014 WL 3407982, at 3 (R.I. Super. July 7, 2014) (holding that a government agency waives the deliberative process privilege when its internal decision-making is central to its claims). The State's continued reliance on this alleged privilege as a basis for withholding/redaction is improper and obstructs meaningful evaluation of its claims.

Moreover, the State has assigned the deliberative process privilege to documents that do not appear to qualify under any reasonable interpretation of the privilege. For example:

- **RIDOT\_00002310–RIDOT\_00002315**: Correspondence from Barletta-Aetna JV to RIDOT regarding invoicing hours for November 2023. This is transactional correspondence, not deliberative in nature.
- **RIDOT\_00005541–RIDOT\_00005543**: "Internal office emails." No explanation is provided as to how these emails reflect policy deliberation.
- **RIDOT\_000040805**: "Internal report summaries." The State fails to describe the subject matter or how these summaries are "pre-decisional" and "deliberative."
- **RIDOT\_000054219–RIDOT\_000054271 and RIDOT\_000054272–RIDOT\_000054411**: Draft RFP documents. While drafts may sometimes be deliberative, the State provides no context or explanation for withholding these documents, especially given that the RFP process is central to the State's claims.
- **RIDOT\_000043698**: A "narrative" document with no description of its contents or relevance.

- **RIDOT\_000049285–RIDOT\_000049286:** “Internal Handwritten Notes” with no description of the contents, relevance, author or date.

These examples reflect a pattern of over-designation, where the State applies the deliberative process label to routine communications, financial records, and project documentation without any supporting detail. As previously cited, *Rhode Island Economic Development Corp. v. Wells Fargo Securities, LLC*, No. PB125616, 2014 WL 3407982, at 3 (R.I. Super. July 7, 2014), makes clear that when a government entity places its internal decision-making at issue—as the State has done here—it waives the privilege. The State’s continued reliance on this privilege is improper and obstructs meaningful evaluation of its claims.

Moreover, the State has failed to describe the nature of the withheld documents in a manner that enables AECOM to assess the applicability of the deliberative process privilege, as required by Rule 26(b)(5). The privilege log lacks any indication of whether the documents are pre-decisional, reflect deliberative communications or constitute factual material, or how they relate to specific policy decisions. Without such information, AECOM is unable to determine whether the privilege has been properly invoked or whether factual portions of the documents could be segregated and produced. The State’s failure to provide this foundational information renders its privilege assertions legally insufficient and further underscores the need for immediate corrective action.

### C. Personal Information.

The State has also invoked “Personal Information” as a basis for withholding documents that do not appear to contain sensitive personal data. Examples include:

- **RIDOT\_000025926, RIDOT\_000025944–RIDOT\_000025948:** Pay estimate recaps and payroll summaries. These documents relate to project costs and contractor payments, not personally identifiable information.
- **RIDOT\_000001539–RIDOT\_000001552:** Timesheets for Aetna workers. While some redaction may be appropriate, wholesale withholding under “Personal Information” is excessive without further justification.
- **RIDOT\_000025926, RIDOT\_000025944–RIDOT\_000025948:** These entries simply state “Internal Handwritten Notes” and “Pay Estimate Recap.” The documents reflect project-level financial data and cost accounting—not personal identifiers such as social security numbers, medical records, or private contact information. The State has not explained what specific personal information is contained in these records or why redaction would not suffice.
- **RIDOT\_000031858, RIDOT\_000032334, RIDOT\_000032350–RIDOT\_000032354:** Meeting agendas and handwritten notes are withheld under the personal information designation. These documents typically contain project coordination details and scheduling—not sensitive personal data. The State has not identified any specific personal information within these records, nor has it explained why redaction would be insufficient.

The State’s failure to identify what constitutes “personal information” in each instance, or to explain why redaction is not feasible, prevents AECOM from meaningfully evaluating the legitimacy of these privilege claims. Without individualized descriptions or a clear basis for withholding, the State’s invocation of this protection is improper and must be cured. AECOM requests that the State either produce these documents with appropriate redactions or provide detailed explanations justifying their continued withholding.

#### **D. Work Product.**

The State has assigned the work product privilege to documents dating back decades, including correspondence from the 1990s (e.g., RIDOT\_000001336–RIDOT\_000001338, RIDOT\_000001411–RIDOT\_000001414). These entries do not reference any litigation or the anticipation of litigation that would trigger protection under the work product doctrine. Moreover, there is no indication in the privilege log whether any of the individuals listed in the “Author” or “Recipient” fields are attorneys, or whether the documents were prepared at the direction of counsel in anticipation of litigation.

Without such foundational information, the State’s invocation of the work product doctrine is unsupported. The State must explain the basis for asserting work product protection over these historical documents or withdraw its claim of privilege and produce the referenced documents. AECOM cannot meaningfully assess the applicability of the work product doctrine without knowing the legal context, the role of the individuals involved, and the nature of the documents withheld.

#### **E. Attorney-Client Privilege.**

Several entries assert attorney-client privilege without identifying whether the author or recipient is an attorney. For example, text messages involving “Pam Cotter, Liz P, Lori Fissette, John Igliazzi, Director Alviti” (RIDOT\_000007661–RIDOT\_000007662) are labeled as attorney-client communications, yet no attorney is identified. The State must identify the legal personnel involved and explain the nature of the communication to justify the privilege.

#### **F. “Non-Responsive Materials”.**

The State has used “Non-Responsive Materials” as a basis for withholding numerous documents, including:

- RIDOT\_000007717–RIDOT\_000007723, RIDOT\_000008661–RIDOT\_000008867: Internal Office emails labeled as non-responsive without any description of their content.

This designation is problematic because the State provides no basis for determining whether the materials are truly non-responsive or improperly withheld. AECOM cannot evaluate the validity of this assertion without further details.

#### **G. Deficient Descriptions.**

The “Description” column in the State’s privilege log is wholly inadequate. Entries such as “Internal Office Emails,” “Correspondence,” or “Handwritten Notes” provide no indication of the subject matter, context, or relevance. Without meaningful descriptions, AECOM cannot evaluate the validity of the asserted privileges, as required under Rule 26(b)(5).

### **III. SUPPLEMENTAL RESPONSES TO AECOM’S FIRST REQUEST FOR PRODUCTION.**

While the State’s October 15, 2025 Supplemental Responses address certain deficiencies identified in AECOM’s September 19, 2025 Discovery Deficiency Letter, many of the core issues remain unresolved. Chief among them is the State’s continued failure to clearly indicate whether it has produced or will produce responsive documents for numerous Requests for Production (“RFPs”). The State’s repeated invocation of “discovery is ongoing” and vague promises to produce documents “on or before November 14, 2025” do not satisfy its obligations under Rule 26.

For example:

- **In response to RFP Nos. 25, 27–31, 33–36, 39, 41**, and others, the State incorporates prior objections and then states that documents “are still being compiled and reviewed” and “will be produced...on or before November 14, 2025.” However, the State fails to confirm whether any documents have already been produced or whether any responsive documents exist at all. This ambiguity prevents AECOM from evaluating the sufficiency of the State’s production and assessing whether judicial intervention is necessary.
- In **RFP No. 35**, which seeks “[a]ll Documents and Communications discussing or analyzing the lack of response to Request for Proposals (Solicitation # TRFP24004195),” the State merely states that documents “are still being compiled and reviewed.” This is particularly problematic given the centrality of this RFP to the State’s claims and the need for AECOM to understand the State’s internal deliberations and communications regarding the failed procurement.
- Similarly, **RFP Nos. 77–80**, which concern traffic data and maintenance on the Eastbound Washington Bridge, remain deficient. The State continues to assert that it is “considering Plaintiff’s request for a condensed timeframe” and will produce documents “once an agreed-upon timeframe is reached.” This non-committal language fails to clarify whether responsive documents exist, whether any are being withheld, or when production will occur. These Requests are directly relevant to the State’s damages theory and cannot be left unresolved.
- **In RFP No. 81**, which seeks “[a]ll Documents and Communications relating to any alternative measures considered or implemented to mitigate the alleged increase in traffic volume on the Eastbound Washington Bridge,” the State again fails to identify any documents produced or confirm whether responsive documents exist.

The State’s continued reliance on vague, noncommittal language and its failure to confirm the existence or production of responsive documents are inconsistent with its obligations under Rule 34. AECOM is entitled to know whether responsive, non-privileged documents exist and whether they have been or will be produced. The State’s failure to provide this clarity impedes AECOM’s ability to assess compliance and prepare its defense.

We therefore demand that the State serve further amended responses that:

1. Clearly state, for each RFP, whether responsive, non-privileged documents exist;
2. Confirm whether any documents are being withheld on the basis of privilege or other objections;
3. Provide a date certain for the production of any outstanding responsive documents; and
4. With respect to RFP Nos. 77–80, identify within five (5) days of the date of this letter the specific timeframe the State contends should apply to these Requests. Upon receipt, AECOM will promptly respond with its position.

Absent full compliance, AECOM will have no choice but to seek relief from the Court, including filing a motion to compel and appropriate sanctions under Rule 37.

#### IV. **AECOM'S REQUEST FOR THE STATE TO CURE DISCOVERY DEFICIENCIES**

AECOM respectfully restates and renews its demands that the State take immediate and concrete steps to cure the discovery deficiencies outlined above. These deficiencies—spanning the State's privilege assertions, supplemental document responses, and interrogatory answers—have materially impeded AECOM's ability to evaluate the State's claims and prepare its defense. The State's continued reliance on vague objections, blanket privilege assertions, and incomplete disclosures is inconsistent with its obligations under the Rhode Island Superior Court Rules of Civil Procedure.

To that end, AECOM demands that the State:

1. Withdraw its objection based on Rule 33(b) and provide full and complete substantive responses to Interrogatories Nos. 8- 28 within ten (10) calendar days hereof
2. Serve amended responses to AECOM's First Request for Production and First Set of Interrogatories that clearly identify whether responsive, non-privileged documents exist and whether any documents are being withheld on the basis of privilege or other objections, including providing the basis and support for its asserting the deliberative process privilege;
3. Produce a complete and detailed privilege log that complies with Rule 26(b)(5), including individualized descriptions of each withheld document, the basis for the asserted privilege, and identification of any attorneys involved;
4. Clarify the timeframe it proposes to apply to RFP Nos. 77–80, so that the parties may promptly reach an agreement or seek judicial resolution; and
5. Provide a date certain for the production of all outstanding responsive documents, including those the State has indicated will be produced "on or before November 14, 2025."

**AECOM requests confirmation within seven (7) days of this letter whether the State will provide the required supplementation.** If the State fails to cure these deficiencies, AECOM will move to compel production and seek all appropriate relief under Rule 37, including costs and fees.

AECOM expressly reserves all rights with respect to the State's deficient responses, including the right to seek judicial relief.

Thank you.

Very truly yours,

COZEN O'CONNOR



By: Wendy K. Venoit

WKV

Case Number: PC-2024-04526  
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Submitted: 6/8/2026 11:13 AM  
Envelope: 5703608  
Reviewer: Alexandra R.

CC:  
Lawrence Prosen, Esq. (*via email* - [lprosen@cozen.com](mailto:lprosen@cozen.com))  
Michael Filbin, Esq. (*via email* - [mfilbin@cozen.com](mailto:mfilbin@cozen.com))

# **EXHIBIT E**

**From:** [Venoit, Wendy K.](#)  
**To:** [Takisha Richardson](#); [Braisy Ruiz](#); [Filbin, Michael](#); [Prosen, Lawrence M.](#); [DeMattia, Melanie D.](#); [Jenkins, Madeline](#)  
**Cc:** [Edward D. Pare, III](#); [Michael P. Robinson](#); [Leslie Mitchell Kroeger](#); [Sarah Rice](#); [Steve Provazza](#); [Theodore Leopold](#); [Poorad Razavi](#); [Danielle Smith \(Paralegal\)](#)  
**Subject:** RE: State of Rhode Island v. AECOM Technical Services, Inc., et. al. -- Resolution to Outstanding Discovery Issues  
**Date:** Tuesday, January 20, 2026 3:57:33 PM  
**Attachments:** [image001.png](#)

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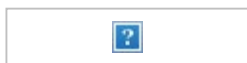
Takisha:

Thank you for your response. AECOM agrees to the below resolution of the pending motions to compel, without prejudice to renewal of the motions should the State fail to comply with the terms and agreements set forth below.

We will alert the Court accordingly so that the motion can be marked off the calendar for January 26th.

Thank you for your cooperation.

Wendy Venoit



**Wendy Venoit**  
**Member | Cozen O'Connor**  
200 State Street Suite 1105 | Boston, MA 02109  
P: 617-849-5002 F: 857-488-4871 C: 860-918-5255  
[Email](#) | [Map](#) | [cozen.com](#)

---

**From:** Takisha Richardson <TRichardson@cohenmilstein.com>  
**Sent:** Tuesday, January 20, 2026 11:47 AM  
**To:** Venoit, Wendy K. <WVenoit@cozen.com>; Braisy Ruiz <br Ruiz@cohenmilstein.com>; Filbin, Michael <MFilbin@cozen.com>; Prosen, Lawrence M. <LProsen@cozen.com>; DeMattia, Melanie D. <MDeMattia@cozen.com>; Jenkins, Madeline <MadelineJenkins@cozen.com>  
**Cc:** Edward D. Pare, III <epare@savagelawpartners.com>; Michael P. Robinson <mrobinson@savagelawpartners.com>; Leslie Mitchell Kroeger <LKroeger@cohenmilstein.com>; Sarah Rice <srice@riag.ri.gov>; Steve Provazza <sprovazza@riag.ri.gov>; Theodore Leopold <tleopold@cohenmilstein.com>; Poorad Razavi <prazavi@cohenmilstein.com>; Danielle Smith (Paralegal) <dsmith@savagelawpartners.com>  
**Subject:** RE: State of Rhode Island v. AECOM Technical Services, Inc., et. al. -- Resolution to Outstanding Discovery Issues

**\*\*EXTERNAL SENDER\*\***

Good morning, Wendy,

The State agrees and noted in its counterproposal that it would answer in full AECOM's remaining interrogatories 8-29, including all subparts. We also agree to allow AECOM an additional 30

interrogatories and reserve our right to challenge unrelated subparts (if any).

As to the deliberative process privilege, the State is unsure of the nature of the remaining disagreement. For clarity, the State confirms that it will not assert the deliberative process privilege as a basis for withholding or redacting any documents, without providing sufficient detail in a privilege log to enable AECOM to properly assess the privilege's applicability. To date, no documents have been withheld under this privilege.

The State has no objection to AECOM replying to the State's Reply to AECOM's Motion to Compel on January 21, 2026.

Lastly, the State will provide its amended responses to AECOM by February 2, 2026.

I hope this resolves the remaining issues related to AECOM's motion.

**Takisha Richardson**  
Attorney

**COHENMILSTEIN**

**Cohen Milstein Sellers & Toll PLLC**

11780 U.S. Highway One | Suite N500  
Palm Beach Gardens, FL 33408  
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**From:** Venoit, Wendy K. <[WVenoit@cozen.com](mailto:WVenoit@cozen.com)>

**Sent:** Monday, January 19, 2026 2:00 PM

**To:** Braisy Ruiz <[bruiz@cohenmilstein.com](mailto:bruiz@cohenmilstein.com)>; Filbin, Michael <[MFilbin@cozen.com](mailto:MFilbin@cozen.com)>; Prosen, Lawrence M. <[LProsen@cozen.com](mailto:LProsen@cozen.com)>; DeMattia, Melanie D. <[MDDeMattia@cozen.com](mailto:MDDeMattia@cozen.com)>; Jenkins, Madeline <[MadelineJenkins@cozen.com](mailto:MadelineJenkins@cozen.com)>

**Cc:** Takisha Richardson <[TRichardson@cohenmilstein.com](mailto:TRichardson@cohenmilstein.com)>; Edward D. Pare, III <[epare@savagelawpartners.com](mailto:epare@savagelawpartners.com)>; Michael P. Robinson <[mrobinson@savagelawpartners.com](mailto:mrobinson@savagelawpartners.com)>; Leslie Mitchell Kroeger <[LKroeger@cohenmilstein.com](mailto:LKroeger@cohenmilstein.com)>; Sarah Rice <[srice@riag.ri.gov](mailto:srice@riag.ri.gov)>; Steve Provazza <[sprovazza@riag.ri.gov](mailto:sprovazza@riag.ri.gov)>; Theodore Leopold <[tleopold@cohenmilstein.com](mailto:tleopold@cohenmilstein.com)>; Poorad Razavi <[prazavi@cohenmilstein.com](mailto:prazavi@cohenmilstein.com)>; Danielle Smith (Paralegal) <[dsmith@savagelawpartners.com](mailto:dsmith@savagelawpartners.com)>

**Subject:** RE: State of Rhode Island v. AECOM Technical Services, Inc., et. al. -- Resolution to Outstanding Discovery Issues

Thank you for your counterproposal. It appears we still have a dispute regarding (i) the number of interrogatories and (ii) the applicability and application of the deliberative process privilege.

Regarding the number of interrogatories, AECOM is willing to accept the following compromise. First, the State shall agree to answer in full all of AECOM's current pending interrogatories, and will not assert any objections to the number of interrogatories or subparts contained therein. Second, the State shall agree to allowing AECOM to serve up to an additional 30 interrogatories. AECOM will endeavor to limit subparts to the scope of the

interrogatory, which subparts will be for clarification purposes only. We would also work with you on trying to address objections before they become an “issue” again. Please let us know by close of business tomorrow (January 20<sup>th</sup>) whether you agree to this resolution.

It appears we have an impasse on the application and applicability of the deliberative process privilege. Accordingly, we propose to have the Court decide that issue and will file our reply on that issue.

AECOM will withdraw the remainder of its motion to compel without prejudice based on the State’s representations that it will provide amended responses to the Requests to Produce and Interrogatories, along with an updated and compliant privilege log. AECOM reserves the right to renew its motion should the State fail to provide such amended responses and log by February 2, 2026. AECOM must receive the supplemental responses via direct email by February 2<sup>nd</sup> so that it can address any remaining deficiencies at the next scheduled monthly court conference on February 3, 2026. (It will not be deemed compliance to send via the court’s efilings system which often delays delivery until the following business day).

Finally, in light of the parties’ discussions this past week regarding narrowing the scope of the motions to compel, as well as the fact that AECOM did not receive the State’s opposition until Jan. 14<sup>th</sup> (one day later than the agreed to deadline for submission), AECOM requests one additional day in which to file its reply (Jan. 21, 2026). AECOM will send a courtesy copy direct to the State via email on January 21<sup>st</sup> to avoid any delay in the Court’s distribution of documents through its efilings/service system.

We look forward to receiving your prompt response.

Wendy Venoit



**Wendy Venoit**  
**Member | Cozen O'Connor**  
200 State Street Suite 1105 | Boston, MA 02109  
P: 617-849-5002 F: 857-488-4871 C: 860-918-5255  
[Email](#) | [Map](#) | [cozen.com](#)

---

**From:** Braisy Ruiz <[bruiz@cohenmilstein.com](mailto:bruiz@cohenmilstein.com)>

**Sent:** Friday, January 16, 2026 4:47 PM

**To:** Filbin, Michael <[mfilbin@cozen.com](mailto:mfilbin@cozen.com)>; Venoit, Wendy K. <[wvenoit@cozen.com](mailto:wvenoit@cozen.com)>; Prosen, Lawrence M. <[lprosen@cozen.com](mailto:lprosen@cozen.com)>; DeMattia, Melanie D. <[mdemattia@cozen.com](mailto:mdemattia@cozen.com)>; Jenkins, Madeline <[MadelineJenkins@cozen.com](mailto:MadelineJenkins@cozen.com)>

**Cc:** Takisha Richardson <[TRichardson@cohenmilstein.com](mailto:TRichardson@cohenmilstein.com)>; Edward D. Pare, III <[epare@savagelawpartners.com](mailto:epare@savagelawpartners.com)>; Michael P. Robinson <[mrobinson@savagelawpartners.com](mailto:mrobinson@savagelawpartners.com)>; Leslie Mitchell Kroeger <[LKroeger@cohenmilstein.com](mailto:LKroeger@cohenmilstein.com)>; Sarah Rice <[srice@riag.ri.gov](mailto:srice@riag.ri.gov)>; Steve Provazza

<[sprovazza@riag.ri.gov](mailto:sprovazza@riag.ri.gov)>; Theodore Leopold <[tleopold@cohenmilstein.com](mailto:tleopold@cohenmilstein.com)>; Poorad Razavi  
<[prazavi@cohenmilstein.com](mailto:prazavi@cohenmilstein.com)>; Danielle Smith (Paralegal) <[dsmith@savagelawpartners.com](mailto:dsmith@savagelawpartners.com)>

**Subject:** FW: State of Rhode Island v. AECOM Technical Services, Inc., et. al. -- Resolution to Outstanding  
Discovery Issues

**\*\*EXTERNAL SENDER\*\***

Counsel:

Please see the State's response to AECOM's proposal letter in the attached correspondence.

Thank you,

**Braisy Ruiz**

Paralegal

**COHENMILSTEIN**

**Cohen Milstein Sellers & Toll PLLC**

11780 U.S. Highway One | Suite N500

Palm Beach Gardens, FL 33408

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---

**From:** Filbin, Michael <[MFilbin@cozen.com](mailto:MFilbin@cozen.com)>

**Sent:** Thursday, January 15, 2026 7:15:13 AM

**To:** [ag@riag.ri.gov](mailto:ag@riag.ri.gov) <[ag@riag.ri.gov](mailto:ag@riag.ri.gov)>; [srice@riag.ri.gov](mailto:srice@riag.ri.gov) <[srice@riag.ri.gov](mailto:srice@riag.ri.gov)>; [sprovazza@riag.ri.gov](mailto:sprovazza@riag.ri.gov) <[sprovazza@riag.ri.gov](mailto:sprovazza@riag.ri.gov)>; Theodore Leopold <[tleopold@cohenmilstein.com](mailto:tleopold@cohenmilstein.com)>; Leslie Mitchell Kroeger <[LKroeger@cohenmilstein.com](mailto:LKroeger@cohenmilstein.com)>; Diana L. Martin <[DMartin@cohenmilstein.com](mailto:DMartin@cohenmilstein.com)>; Poorad Razavi <[prazavi@cohenmilstein.com](mailto:prazavi@cohenmilstein.com)>; Takisha Richardson <[TRichardson@cohenmilstein.com](mailto:TRichardson@cohenmilstein.com)>; [js@savagelawpartners.com](mailto:js@savagelawpartners.com) <[js@savagelawpartners.com](mailto:js@savagelawpartners.com)>; [mrobinson@savagelawpartners.com](mailto:mrobinson@savagelawpartners.com) <[mrobinson@savagelawpartners.com](mailto:mrobinson@savagelawpartners.com)>; [epare@savagelawpartners.com](mailto:epare@savagelawpartners.com) <[epare@savagelawpartners.com](mailto:epare@savagelawpartners.com)>

**Cc:** Venoit, Wendy K. <[WVenoit@cozen.com](mailto:WVenoit@cozen.com)>; Prosen, Lawrence M. <[LProsen@cozen.com](mailto:LProsen@cozen.com)>; DeMattia, Melanie D. <[MDeMattia@cozen.com](mailto:MDeMattia@cozen.com)>; Jenkins, Madeline <[MadelineJenkins@cozen.com](mailto:MadelineJenkins@cozen.com)>

**Subject:** State of Rhode Island v. AECOM Technical Services, Inc., et. al. -- Resolution to Outstanding  
Discovery Issues

Counsel:

Please see the attached letter regarding AECOM's proposed resolution to outstanding issues raised in AECOM's discovery motions.

Thank you,

Mike



**Michael Filbin**  
Associate | Cozen O'Connor  
200 State Street, Suite 1105 | Boston, MA 02109  
P: 617-849-5004 F: 646-225-5125  
[Email](#) | [Bio](#) | [Map](#) | [cozen.com](#)

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# **EXHIBIT F**

STATE OF RHODE ISLAND  
PROVIDENCE, SC

SUPERIOR COURT

STATE OF RHODE ISLAND,

*Plaintiff,*

v.

AECOM TECHNICAL SERVICES, INC., *et al.*,

*Defendant.*

C.A. No. PC-2024-04526

**DEFENDANT AECOM TECHNICAL SERVICES, INC.'S STIPULATION TO  
WITHDRAW MOTIONS TO COMPEL**

In light of agreements reached between Plaintiff, the State of Rhode Island and Defendant AECOM Technical Services, Inc. ("AECOM") to resolve the current discovery disputes, AECOM hereby withdraws, without prejudice, its First Motion to Compel (filed December 15, 2025) and its Second Motion to Compel (filed December 18, 2025), which Motions were set for hearing on January 26, 2026.

Respectfully submitted,

AECOM TECHNICAL SERVICES, INC.

By Its Attorneys,

LAMONTAGNE, SPAULDING & HAYES, LLP

/s/ Amanda Prosek

Amanda Prosek (#7677)

100 Midway Road, Suite 15

Garden City Center

Cranston, RI 02920

*Tel:* (401) 270-7094

*Mobile:* (401) 573-0053

*aprosek@lshattorneys.com*

COZEN O'CONNOR

/s/ Wendy Venoit

Courtney Richards (#10593)

Wendy Venoit (*admitted pro hac vice*)

Michael Filbin (*admitted pro hac vice*)

200 State Street, Suite 1105

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*crichards@cozen.com*

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Lawrence M. Prosen (*admitted pro hac vice*)

2001 M Street, NW, Suite 500

Washington, DC 20036

*Tel:* (202) 304-1449

*Fax:* (202) 400-2715

*lprosen@cozen.com*

Dated: January 23, 2026

**CERTIFICATE OF SERVICE**

I hereby certify that on January 23, 2026, I electronically filed and served this document through the electronic filing system on all counsel of record.

The document is available for viewing and/or downloading from the Rhode Island Judiciary's electronic filing system.

/s/ Amanda R. Prosek  
Amanda

# **EXHIBIT G**

STATE OF RHODE ISLAND  
PROVIDENCE, SC

SUPERIOR COURT

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

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

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

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

### **INTERROGATORY NO. 1:**

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

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

### **ANSWER TO INTERROGATORY NO. 1:**

**The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff's experts' opinions. Subject to said objections and without waiving same, the State responds as follows:**

- a. **AECOM's failure to conduct a detailed research and review of previous inspection reports, drawings, and plans breached at least the following provisions of Contract No. 2014-EB-003 (the "2014 AECOM Contract"):**
  1. **Article X, Section A(1) of the 2014 AECOM Contract, which provides that "[a]ll the services rendered pursuant to this Contract shall conform to the standards prescribed by the State and the Director of Administration" and, as a result, incorporates, among other things, the 2013 edition of the Rhode Island Department of Transportation's *Bridge Inspection Manual*, which provides, in relevant part, that "[p]rior to the bridge inspection, the team leader"—that is, "the individual who performs the field inspection of an individual bridge"—"is responsible for planning and preparing for the inspection, which includes reviewing the bridge structure file and**

evaluating any bridge site conditions (such as confined spaces, nondestructive evaluation and traffic control).” See *Bridge Inspection Manual* at §§ 2.3.3 (entitled “Responsibilities”) and 2.3.1 (defining “team leader”); see also 2014 AECOM Contract at Art. X, Section A(7) (“The Consultant shall comply with all State, Federal and local statutes, ordinances and regulations applicable to the execution and the performance of this agreement and shall procure all necessary licenses and permits.”);

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

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

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

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

- b. AECOM failed to comply with, or breached, the above-cited provisions by failing to conduct a proper or reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge.**
- c. AECOM’s failure to conduct a proper or reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge included its failure to perform a detailed research and review of:**
  - 1. The original design plans for the Washington Bridge (the “Original Design Plans”), which were made available to all interested bidders in connection with the RFP and would and should have revealed to AECOM not only the existence of the tie-down rods, but also their significance to the stability, integrity, and safety of the structure;**
  - 2. The design plans and drawings for the 1996-1998 rehabilitation of the Washington Bridge under R.I. Contract No. 9603, which were made available to all interested bidders in connection with the RFP and would and should have revealed to AECOM the previous issues with and deterioration of the post-tensioning system, including the deterioration in the supports for the cantilever drop-in beam connections and voids in the grout; and**
  - 3. Other plans, as-built drawings, and prior inspection reports available in the bridge structure file that were necessary for AECOM to fully develop an understanding of the Washington Bridge’s post-tensioning system, structural elements, and unique design in order to make professionally sound recommendations and create professionally sound design plans to completely or adequately rehabilitate the Washington Bridge.**
- d. See Answers to Interrogatory No. 1(a)-(c), (e).**

- e. **In failing to conduct a proper or reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge, AECOM breached the above-cited provisions of the 2014 AECOM Contract—pursuant to which AECOM agreed that it “shall be liable for all damage caused by its negligent acts, or its errors or omissions in its services under this Agreement or any supplements to this Agreement”—and failed to recognize not only the existence of the tie-down rods, but also their significance to the stability, integrity, and safety of the structure; failed to evaluate, investigate, or recommend an investigation into or evaluation of the cause of the cracks in the concrete webs that ran parallel to the post-tensioning ducts; failed to evaluate, investigate, or recommend an investigation into the previous issues with and deterioration of the post-tensioning system, including the deterioration in the supports for the cantilever drop-in beam connections and voids in the grout; and failed to develop a professionally sound understanding of the Washington Bridge’s post-tensioning system, structural elements, and unique design sufficient to completely rehabilitate the Washington Bridge. AECOM then compounded those breaches and independently breached the 2019 AECOM Contract, pursuant to which AECOM agreed to serve as RIDOT’s Owner’s Representative, in failing to perform those same actions in connection with the preparation of the 2019 Design-Build Solicitation package and the 2021 Best Value Design-Build Procurement for Bridge Group 57T-10: I-195 Washington North Phase 2 Request for Proposals, Bid# 7611889 (the “2021 RFP”)—which included the Base Technical Concepts that AECOM prepared for both solicitations—and oversight of the subsequent rehabilitation project. As a direct and proximate result of AECOM’s failure to conduct a detailed research and review of previous inspection reports, drawings, and plans under the 2014 AECOM Contract and the 2019 AECOM Contract, the State was not properly informed or advised of the work or repairs necessary to completely or adequately rehabilitate the Washington Bridge and the Washington Bridge was not completely or adequately rehabilitated. AECOM’s failure to perform evaluations and report to the State under the 2014 AECOM Contract and the 2019 AECOM Contract directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money for repair and other work from 2014 forward, the expenditure of money to demolish and replace the Washington Bridge, and the physical wear and tear damage to the Eastbound Washington Bridge.**
- f. **Please see Bates: RIDOT\_000062593-RIDOT\_000064538.**

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

**INTERROGATORY NO. 2:**

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

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

**ANSWER TO INTERROGATORY NO. 2:**

**The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff's experts' opinions. Subject to said objections and without waiving same, the State responds as follows:**

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

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

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

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

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

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

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

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

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

- b. AECOM deviated from, or breached, the above-cited provisions by failing to conduct an inspection of the Washington Bridge that identified, evaluated, and/or recommended the type of repairs necessary to completely rehabilitate the bridge. This includes AECOM’s failure, in its inspection for the 2014 AECOM Contract, to (1) recognize not only the existence of the tie-down rods and their significance to the stability, integrity, and safety of the structure, but also AECOM’s failure to observe the section loss of the tie-down rods at Pier 6 and Pier 7 and recommend a review or an evaluation of the condition of all the tie-down rods; and (2) perform or recommend an evaluation of the condition of the post-tensioning system, including, without limitation, the condition of the post-tensioned ducts in the cantilever beams.**
- c. Pursuant to Rule 33(d) of the Superior Court Rules of Civil Procedure, please see (1) the “Final Technical Evaluation Report Washington Bridge North No. 700 Providence and East Providence, Rhode Island,” which AECOM transmitted to RIDOT on or about January 21, 2015; (2) the “Washington Bridge No. 700 Bridge Inspection Results,” which AECOM transmitted to RIDOT on or about January 21, 2015; (3) the “Draft Technical Evaluation Report Washington Bridge North No. 700 Providence and East Providence, Rhode Island,” which AECOM transmitted to RIDOT on or about October 14, 2014; and (4) a preliminary report entitled, “1.09.12 Evaluation and Final Report,” which AECOM transmitted to RIDOT on or about August 18, 2014.**
- d. See Answers to Interrogatory No. 1(a)-(c), (e) and Answers to Interrogatory No. 2(a)-(c), (e).**
- e. As a direct and proximate cause of AECOM’s failure to conduct an inspection of the Washington Bridge in conformance with the 2014 AECOM Contract and the 2019 AECOM Contract, the State was not properly informed or advised of the work or repairs necessary to completely or adequately rehabilitate the Washington Bridge and the Washington Bridge was not completely or adequately rehabilitated. AECOM’s failure to perform evaluations and report to the State under the 2014 AECOM Contract and the 2019 AECOM Contract directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money for repair and other work from 2014 forward, the expenditure of money to demolish and**

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

**f. Please see Bates: RIDOT\_000062593-RIDOT\_000064538.**

**INTERROGATORY NO. 3:**

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

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

**ANSWER TO INTERROGATORY NO. 3:**

**The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff's experts' opinions. Subject to said objections and without waiving same, the State responds as follows:**

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

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

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

- d. **The bridge inspection/evaluation report required under Section V of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, and the Evaluation and Final Report required under Section 1.09.12 of AECOM's letters of proposal dated August 12, 2013 with revisions dated October 18, 2013 and November 6, 2013, which were made part of the 2014 AECOM Contract pursuant to Article II, Section (E) of the 2014 AECOM Contract.**
  
- e. **AECOM's Final Technical Evaluation Report Washington Bridge North No. 700 Providence and East Providence, Rhode Island," which AECOM transmitted to RIDOT on or about January 21, 2015 (the "Final Technical Evaluation"), and AECOM's "Washington Bridge No. 700 Bridge Inspection Results," which AECOM transmitted to RIDOT on or about January 21, 2015 (the "Bridge Inspection Results") were deficient because they did not properly advise the State on the repairs necessary to completely or adequately rehabilitate the Washington Bridge. For example, in its Final Technical Evaluation, AECOM provided a list of "major conclusions/recommendations" for the Washington Bridge but, in doing so, neglected to (1) recognize the existence of the tie-down rods and their significance to the stability, integrity, and safety of the structure, (2) recommend any review or evaluation of the condition of the tie-down rods for, among other things, section loss, (3) recommend an evaluation of the condition of the post-tensioning system, including, without limitation, the condition of the post-tensioned ducts in the cantilever beams, and (4) recommend repairs to the post-tensioning system necessary to completely or adequately rehabilitate the Washington Bridge.**
  
- f. **As a direct and proximate result of AECOM's failure to perform evaluations and report to the State under the 2014 AECOM Contract and the 2019 AECOM Contract, the State was not properly informed or advised of the work or repairs necessary to completely or adequately rehabilitate the Washington Bridge and the Washington Bridge was not completely or adequately rehabilitated. AECOM's failure to perform evaluations and report to the State under the 2014 AECOM Contract and the 2019 AECOM Contract directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money for repair and other work from 2014 forward, the expenditure of money to demolish and replace the Washington Bridge, and the physical wear and tear damage to the Eastbound Washington Bridge.**
  
- g. **Please see Bates: RIDOT\_000062593-RIDOT\_000064538.**

**INTERROGATORY NO. 4:**

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

- a. each provision of the 2014 and 2019 AECOM Contracts that contains the referenced requirements to recommend repairs;
- b. how AECOM allegedly failed to comply with, or breached, each such contract provision(s);
- c. the specific repairs that that the State contends should have been recommended, but were not;
- d. the factual basis for asserting that AECOM knew or should have known such repairs were necessary;
- e. whether the State contends that implementation of any such repair would have prevented the emergency closure of the Washington Bridge in December 2023, and if so, identify which repair(s) and explain how such repairs would have prevented the emergency closure;
- f. whether any other inspection or engineering firms recommend the same repairs the State contends AECOM failed to recommend, and if so, identify the firm, the date of the recommendation, and the State's response thereto;
- g. all facts, acts, or omissions constituting the alleged breaches;
- h. how each alleged acts or omissions caused or contributed to the State's alleged damages; and
- i. all Documents and Communications that support, relate to, or refute such allegations.

**ANSWER TO INTERROGATORY NO. 4:**

**The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff's experts' opinions. Subject to said objections and without waiving same, the State responds as follows:**

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

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

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

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

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

8. **Section V(10)(k) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, provides, in relevant part, that “[b]ased upon existing NBIS inspection data, a majority of the deterioration is concentrated near the beam ends. The deterioration varies from simple spalls and cracks to large spalls with exposed strands/rebars. In some cases the spalls are accompanied with significant section loss in the prestressing strands. The Consultant will prepare repair schedules of the deterioration location, type and size. The post-tensioned cantilever beams also exhibit random deep spalls and cracks. As part of the repair evaluation, the Consultant will perform structural analyses to evaluate the capacity of the various types of I-beams (drop-in beam types A through K) to determine if the beams require strengthening as a result of section loss in the prestressing strands and concrete deterioration. If it is determined that strengthening (in the form of external post-tensioning) is required, all design associated with the strengthening will be performed by supplemental agreement. Under this scope of work, it is anticipated that in addition to concrete repairs, many beams with dapped ends will require concrete encasement. In order to develop design details for this condition, the Consultant will perform strut & tie analysis to determine loading and the amount of reinforcing steel required. To facilitate the dapped end repairs, it is anticipated that the existing end diaphragms will need to be replaced”;**
9. **Section V(10)(l) of the RFP, which was made a part of the 2014 AECOM Contract pursuant to Article II, Section (A) of the 2014 AECOM Contract, provides, in relevant part, that “[b]ased upon existing NBIS inspection data, a majority of the beam deterioration is concentrated at the beam ends. There are deep spalls and cracks and exposed strands and rebars. The Consultant will prepare repair schedules of the deterioration location, type and size. As part of the repair evaluation for I-beams, the Consultant will perform structural analyses to evaluate the capacity of the various types of beams (there may be 16 different strand patterns used in these spans). The Consultant will determine if any beam requires**

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

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

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

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

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

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

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

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

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

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

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

- h. As a direct and proximate result of AECOM's failure to recommend needed repairs in accordance with the requirements of the 2014 AECOM Contract and the 2019 AECOM Contract, the State was not properly informed or advised of the work or repairs necessary to completely or adequately rehabilitate the Washington Bridge and the Washington Bridge was not completely or adequately rehabilitated. AECOM's failure to perform evaluations and report to the State under the 2014 AECOM Contract and the 2019 AECOM Contract directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money for repair and other work from 2014 forward, the expenditure of money to demolish and replace the Washington Bridge, and the physical wear and tear damage to the Eastbound Washington Bridge.
- i. Please see Bates: RIDOT\_000062593-RIDOT\_000064538.

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

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

#### **ANSWER TO INTERROGATORY NO. 5:**

The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff's experts'

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

- a. In addition to the provisions of the 2014 AECOM Contract and the 2019 AECOM Contract that are referenced in the State’s Answers to Interrogatory No. 1(a), Interrogatory No. 2(a), Interrogatory No. 3(a), and Interrogatory No. 4(a), AECOM breached Article X, Section A(7) of the 2014 AECOM Contract, which provides, in relevant part, that “[t]he Consultant shall comply with all State, Federal and local statutes, ordinances and regulations applicable to the execution and the performance of this agreement and shall procure all necessary licenses and permits.” This incorporated and included the following obligations:**
- 1. The duty to “perform their services only in the areas of their competence according to current standards of technical competence[.]” see Rules and Regulations for Professional Engineering in the State of Rhode Island, effective October 16, 2014 (the “2014 Professional Engineering Regulations”) at § 120.62.2.1; see also 430-RICR-00-00-1.7(B)(1);**
  - 2. The duty to “recognize their responsibility to the public and . . . represent themselves before the public only in an objective and truthful manner,” see 2014 Professional Engineering Regulations at § 120.62.2.2; see also 430-RICR-00-00-1.7(B)(2);**
  - 3. The duty to “in the performance of their services for clients, employers, and customers, . . . be cognizant that their first and foremost responsibility is to the public welfare,” see 2014 Professional Engineering Regulations at § 120.62.3.1; see also 430-RICR-00-00-1.7(C)(1);**
  - 4. The duty to “approve and seal only those design documents that conform to accepted engineering standards and safeguard the life, health, property, and welfare of the public,” see 2014 Professional Engineering Regulations at § 120.62.3.2; see also 430-RICR-00-00-1.7(C)(2);**
  - 5. The duty to “undertake assignments only when qualified by education or experience in the specific technical fields of engineering involved,” see 2014 Professional Engineering Regulations at § 120.62.4.1; see also 430-RICR-00-00-1.7(D)(1);**

6. The duty to “not affix their signatures or seals to any drawings or documents dealing with subject matter in which they lack competence,” see 2014 Professional Engineering Regulations at § 120.62.4.2; see *also* 430-RICR-00-00-1.7(D)(2);
7. The duty to “not misrepresent or exaggerate their degree of responsibility in prior assignments or the complexity of said assignments” or “misrepresent pertinent facts concerning . . . past accomplishments” incident to the solicitation of business,” see 2014 Professional Engineering Regulations at § 120.62.5.1; see *also* 430-RICR-00-00-1.7(E)(1);
8. The obligation to “rebuild, repair, restore, and make good all losses, injuries, or damages to any portion of the work from any cause except those beyond the control of and without the fault or negligence of” AECOM, see State of Rhode Island Procurement Regulations: Section 12 Rhode Island Department of Transportation Projects at § 12.104.14; and
9. The obligation to be responsible for all damage or injury to public or private property resulting from any act, omission, neglect, or misconduct in, of either [AECOM’s] or its subcontractors’ manner or method of executing the work, or in consequence of the non-execution thereof,” see State of Rhode Island Procurement Regulations: Section 12 Rhode Island Department of Transportation Projects at § 12.104.14.

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

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

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

- c. See Answers to Interrogatory No. 1(a)-(c), (e), Answers to Interrogatory No. 2(a)-(c), (e), Answers to Interrogatory No. 3(a)-(e), Answers to Interrogatory No. 4(a)-(f), and Answers to Interrogatory No. 4(a)-(b), (d).**
- d. As a direct and proximate result of AECOM's failure to otherwise comply with these contractual obligations under the 2014 AECOM Contract and the 2019 AECOM Contract, the State was not properly informed or advised of the work or repairs necessary to completely or adequately rehabilitate the Washington Bridge and the Washington Bridge was not completely or adequately rehabilitated. AECOM's failure to perform evaluations and report to the State under the 2014 AECOM Contract and the 2019 AECOM Contract directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money for repair and other work from 2014 forward, the expenditure of money to demolish and replace the Washington Bridge, and the physical wear and tear damage to the Eastbound Washington Bridge.**
- e. Please see Bates: RIDOT\_000062593-RIDOT\_000064538.**

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

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

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

**ANSWER TO INTERROGATORY NO. 6:**

The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff's experts' opinions. Subject to said objections and without waiving same, the State responds as follows:

- a. The State contends that AECOM failed to conduct a proper, reasonably adequate, or professionally sound review of the bridge structure file for the Washington Bridge. That review should have included, among other things, a review of the Original Design Plans and the design plans and drawings for the 1996-1998 rehabilitation of the Washington Bridge under R.I. Contract No. 9603.
- b. For the allegation referenced in this Interrogatory, the duties of care that AECOM owed to the State have several sources. First, AECOM owed the State a duty to conform to the standard of skill, care, and diligence exercised by the average professional engineering, consulting, construction, inspection, and design firm. Second, AECOM, as a professional engineering firm, has specific duties imposed by law, which include:
  1. The duty to "perform their services only in the areas of their competence according to current standards of technical competence[.]" see Rules and Regulations for Professional Engineering in the State of Rhode Island, effective October 16, 2014 (the "2014 Professional Engineering Regulations") at § 120.62.2.1; see *also* 430-RICR-00-00-1.7(B)(1);
  2. The duty to "recognize their responsibility to the public and . . . represent themselves before the public only in an objective and truthful manner," see 2014 Professional Engineering Regulations at § 120.62.2.2; see *also* 430-RICR-00-00-1.7(B)(2);

3. The duty to “in the performance of their services for clients, employers, and customers, . . . be cognizant that their first and foremost responsibility is to the public welfare,” see 2014 Professional Engineering Regulations at § 120.62.3.1; see *also* 430-RICR-00-00-1.7(C)(1);
4. The duty to “approve and seal only those design documents that conform to accepted engineering standards and safeguard the life, health, property, and welfare of the public,” see 2014 Professional Engineering Regulations at § 120.62.3.2; see *also* 430-RICR-00-00-1.7(C)(2);
5. The duty to “undertake assignments only when qualified by education or experience in the specific technical fields of engineering involved,” see 2014 Professional Engineering Regulations at § 120.62.4.1; see *also* 430-RICR-00-00-1.7(D)(1);
6. The duty to “not affix their signatures or seals to any drawings or documents dealing with subject matter in which they lack competence,” see 2014 Professional Engineering Regulations at § 120.62.4.2; see *also* 430-RICR-00-00-1.7(D)(2); and
7. The duty to “not misrepresent or exaggerate their degree of responsibility in prior assignments or the complexity of said assignments” or “misrepresent pertinent facts concerning . . . past accomplishments” incident to the solicitation of business,” see 2014 Professional Engineering Regulations at § 120.62.5.1; see *also* 430-RICR-00-00-1.7(E)(1).

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

1. Agreed that “[a]ll the services rendered pursuant to this Contract shall conform to the standards prescribed by the State and the Director of Administration,” which incorporated and included, among other things, RIDOT’s *Bridge Inspection Manual*. As the *Bridge Inspection Manual* provides, in relevant part, “[p]rior to the bridge inspection, the team leader”—that is, “the individual who performs the field inspection of an individual bridge”—

**“is responsible for planning and preparing for the inspection, which includes reviewing the bridge structure file and evaluating any bridge site conditions (such as confined spaces, nondestructive evaluation and traffic control)[,]” see *Bridge Inspection Manual* at §§ 2.3.3 and 2.3.1;**

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

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

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

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

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

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

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

- c. **See Answers to Interrogatory No. 1(a) and Interrogatory No. 6(b).**
- d. **For the allegation referenced in this Interrogatory, the State contends that AECOM was negligent in failing to conduct a proper, reasonably adequate, or professionally sound review of the bridge structure file for the Washington Bridge. That review should have included, among other things, a review of the Original Design Plans and the design plans and drawings for the 1996-1998 rehabilitation of the Washington Bridge under R.I. Contract No. 9603. And through a proper, reasonably adequate, or professionally sound review of the bridge structure file for the Washington Bridge, AECOM should have first discovered (1) the existence of the tie-down rods, (2) the significance of the tie-down rods to the stability, integrity, and safety of the Washington Bridge, (3) the previous issues with and deterioration of the post-tensioning system, including the deterioration in the supports for the cantilever drop-in beam connections and voids in the grout, and then recommended an investigation into, or an evaluation of, the condition of the tie-down rods and the condition of the post-tensioning system sufficient to completely rehabilitate the Washington Bridge under the 2014 AECOM Contract and in preparing the 2019 Design-Build Solicitation package and the 2021 RFP to extend the life of the Washington Bridge by an additional twenty-five years.**
- e. **As a direct and proximate result of AECOM’s failure to conduct a reasonably adequate detailed research and review of previous**

**inspection reports, drawings, and plans, AECOM breached its duty to, among other things, inform or advise the State of the work or repairs necessary to completely or adequately rehabilitate the Washington Bridge and the Washington Bridge was not completely or adequately rehabilitated. AECOM's negligence directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money for repair and other work from 2014 forward, the expenditure of money to demolish and replace the Washington Bridge, and the physical wear and tear damage to the Eastbound Washington Bridge.**

- f. Yes; provided, however, that AECOM also assumed and owed the State other duties of care.**
- g. Please see Bates: RIDOT\_000062593-RIDOT\_000064538.**

7. With respect to the State's allegation in paragraph 114(b) of the Amended Complaint that "*AECOM...breached [its] duty of care by...negligently failing to recognize the importance and significance of the tie-down rods as critical to the stability of the Washington Bridge,*" state and identify with specificity:

- a. the factual basis for asserting that AECOM failed to recognize the importance or significance of the tie-down rods;
- b. the duty of care that was allegedly breached and the source of such duty;
- c. when and how you contend AECOM should have recognized the importance or significance of the tie-down rods;
- d. the specific inspections, reports, or communications in which you contend this alleged failure should have been addressed;
- e. whether any other inspection firm or RIDOT personnel identified the tie-down rods as critical to the Washington Bridge's stability prior to December 2023, and if so, identify the firm or individuals, the date, and the substance of the identification;
- f. how these alleged acts or omissions caused or contributed to the State's alleged damages;
- g. whether the State contends that AECOM's alleged failure also constitutes a breach of any contract between AECOM and the State; and
- h. all Documents and Communications that support, relate to, or refute such allegation.

**ANSWER TO INTERROGATORY NO. 7:**

**The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying**

**experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff's experts' opinions. Subject to said objections and without waiving same, the State responds as follows:**

- a. The factual basis for the allegation that AECOM failed to recognize the importance or significance of the tie-down rods stems from AECOM's failure, in any of its inspection reports, to identify their existence, much less their significance to the stability of the Washington Bridge. AECOM's inspection reports made no reference to or mention of the tie-down rods, despite the fact that some of the tie-down rods were visibly depicted in the photographs AECOM took in connection with its inspections.**
- b. See Bates: RIDOT\_000062593-RIDOT\_000064538.**
- c. AECOM should have recognized the importance or significance of the tie-down rods when it purportedly reviewed the Original Design Plans prior to submitting its response to the RFP in 2013; when it purportedly reviewed the Original Design Plans in 2014; prior to its inspection of the Washington Bridge in connection with the transmission to RIDOT of the preliminary report entitled, "1.09.12 Evaluation and Final Report,"; prior to its inspection of the Washington Bridge in connection with the transmission to RIDOT of the Draft Technical Evaluation Report Washington Bridge North No. 700 Providence and East Providence, Rhode Island; prior to its inspection of the Washington Bridge in connection with the transmission to RIDOT of the Bridge Inspection Results; prior to its inspection of the Washington Bridge in connection with the transmission to RIDOT of the Final Technical Report; prior to its routine inspection of the Washington Bridge and transmission of the inspection report dated July 28, 2015; prior to stamping with its seal and transmitting to RIDOT the 2016 Construction Plans; prior to its special inspection of the Washington Bridge and transmission of the inspection report dated October 27, 2017; prior to its routine and special inspection of the Washington Bridge and transmission of the inspection report dated July 24, 2019; prior to preparing and transmitting to RIDOT the 2019 Design-Build Solicitation package; prior to preparing and transmitting to RIDOT the solicitation package for the 2021 RFP; prior to its special inspection of the Washington Bridge and transmission of the inspection report dated July 22, 2020; and prior to its routine inspection of the Washington Bridge and transmission of the inspection report dated July 21, 2023.**

- d. **At a minimum, AECOM should have recognized the existence of the tie-down rods and their importance to the stability of the Washington Bridge in connection with each of the inspections, reports, or communications referenced in the State's Answer to Interrogatory No. 7(c).**
- e. **Other than the Joint Venture Defendants, which referenced the elimination of a fracture-critical tie-down on the east side of Pier 4 but not at Piers 6 and 7, no other inspection firm identified the tie-down rods as critical to the Washington Bridge's stability prior to December 2023. From 1967 through December 8, 2023, no RIDOT personnel appears to have identified the tie-down rods at Piers 6 and 7 as critical to the Washington Bridge's stability, but through that time, RIDOT reasonably and justifiability relied on the bridge inspectors, designers, and consultants, including AECOM, to provide RIDOT with that information. None did so.**
- f. **As a direct and proximate result of AECOM's negligent failure to recognize the importance and significance of the tie-down rods as critical to the stability of the Washington Bridge, the State was not properly informed or advised of the work or repairs necessary to completely or adequately rehabilitate the Washington Bridge and the Washington Bridge was not completely or adequately rehabilitated. This failure directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money under the subsequent emergency repair contract, and physical wear and tear damage to the Eastbound Washington Bridge.**
- g. **Yes.**
- h. **Please see Bates: RIDOT\_000062593-RIDOT\_000064538.**

8. With respect to the State's allegation in paragraph 114(c) of the Amended Complaint that "*AECOM...breached [its] duty of care by...negligently failing to perform an investigation into or evaluation of the cracking discovered along the post-tensioned cables in the post-tensioned cantilever beams,*" state and identify with specificity:

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

- e. whether the State contends that any other inspection firm or RIDOT personnel identified or evaluated the same cracking, and if so, identify the firm or individual, and the date and the substance of the evaluation;
- f. how the alleged failure caused or contributed to the State's alleged damages;
- g. whether the State contends that AECOM's alleged failure also constitutes a breach of any contract between AECOM and the State; and
- h. all Documents and Communications that support, relate to, or refute such allegation.

#### **ANSWER TO INTERROGATORY NO. 8:**

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

#### **SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 8:**

The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff's experts' opinions. Subject to said objections and without waiving same, the State responds as follows:

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

**post-tensioned cantilever beams, AECOM failed to evaluate, investigate or recommend any further investigation into or evaluation of the cause of the cracking in the concrete webs that ran parallel to the post-tensioning ducts; failed to evaluate, investigate, or recommend an investigation into the previous issues with and deterioration of the post-tensioning system; and failed to develop a professionally sound understanding of the Washington Bridge's post-tensioning system, structural elements, and unique design sufficient to completely rehabilitate the Washington Bridge.**

- b. See response to Interrogatory No. 6(b).**
- c. See response to Interrogatory No. 8(a).**
- d. For the allegation referenced in this Interrogatory, the State contends that AECOM was negligent in failing to conduct an investigation into, or evaluation of the cracking in the post-tensioned cantilever beams. AECOM failed to conduct a proper, reasonably adequate, or professionally sound review of the bridge structure file for the Washington Bridge, which should have included, among other things, a review of the Original Design Plans and the design plans and drawings for the 1996-1998 rehabilitation of the Washington Bridge under R.I. Contract No. 9603. And through a proper, reasonably adequate, or professionally sound review of the bridge structure file for the Washington Bridge, AECOM should have first discovered the previous issues with and deterioration of the post-tensioning system, including the deterioration in the supports for the cantilever drop-in beam connections and voids in the grout, and then recommended an investigation into, or an evaluation of, the condition of the condition of the post-tensioning system sufficient to completely rehabilitate the Washington Bridge under the 2014 AECOM Contract and in preparing the 2019 Design-Build Solicitation package and the 2021 RFP to extend the life of the Washington Bridge by an additional twenty-five years. Although AECOM identified the existence of cracking in the post-tensioned concrete beams, it failed to evaluate, investigate or recommend further investigation into the cause of such cracking and its importance as a sign of active distress on the system.**
- e. No other inspection firm identified the significance of the cracking, or the growth of the cracking, in the post-tensioned cantilever beams as indicative of signs of active distress on the system critical to the Washington Bridge's stability prior to December 2023. From 1967 through the emergency closure of the bridge, no RIDOT personnel appears to have identified the cracking as indicative of a critical issue with the Washington Bridge's stability, but through that time, RIDOT reasonably and justifiably relied on the bridge inspectors, designers, and consultants, including AECOM, to provide RIDOT with that information. None did so.**

- f. **As a direct and proximate result of AECOM's negligent failure to recognize the importance and significance of the cracking in the PT system as critical to the stability of the Washington Bridge, the State was not properly informed or advised of the work or repairs necessary to completely or adequately rehabilitate the Washington Bridge and the Washington Bridge was not completely or adequately rehabilitated. This failure directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money under the subsequent emergency repair contract, and physical wear and tear damage to the Eastbound Washington Bridge.**
- g. **Yes.**
- h. **See response to Interrogatory No. 1(f).**

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

9. With respect to the State's allegation in paragraph 114(d) of the Amended Complaint that "*AECOM...breached [its] duty of care by...negligently failing to recommend repairs to address the cracking discovered along the post-tensioned cables,*" state and identify with specificity:
- a. When and by whom you contend the alleged cracking was first discovered;
  - b. the specific repairs that you contend AECOM should have recommended;
  - c. whether the State would have carried out such repairs had they been recommended by AECOM;
  - d. whether the State contends that implementation of any such repair would have prevented the emergency closure of the Washington Bridge in December 2023, and if so, identify which repair(s) the State would have carried out and when they would have been carried out;
  - e. how AECOM's alleged failure caused or contributed to the State's alleged damages;
  - f. whether the State contends that AECOM's alleged failure also constitutes a breach of any contract between AECOM and the State; and
  - g. all Documents and Communications that support, relate to, or refute such allegation.

**ANSWER TO INTERROGATORY NO. 9:**

**The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil**

Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

#### **SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 9:**

The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff’s experts’ opinions. Subject to said objections and without waiving same, the State responds as follows:

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

- c. AECOM's failure to evaluate, investigate or recommend any further investigation into or evaluation of the cause of the cracking and/or the previous issues with and deterioration of the post-tensioning system deprived the state of an opportunity to meaningfully evaluate options that might have been available for a complete rehabilitation of the Washington Bridge, or at the very least to have avoided the emergency closure of the bridge in December of 2023.**
- d. See response to Interrogatory No. 9(c).**
- e. As a direct and proximate result of AECOM's negligent failure to recognize the importance and significance of the cracking in the PT system as critical to the stability of the Washington Bridge, and to recommend repairs to address the same, the State was not properly informed or advised of the work or repairs necessary to completely or adequately rehabilitate the Washington Bridge and the Washington Bridge was not completely or adequately rehabilitated. This failure directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money under the subsequent emergency repair contract, and physical wear and tear damage to the Eastbound Washington Bridge.**
- f. Yes.**
- g. See response to Interrogatory No. 1(f).**

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

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

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

**ANSWER TO INTERROGATORY NO. 10:**

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[.]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

**SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 10:**

The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff’s experts’ opinions. Subject to said objections and without waiving same, the State responds as follows:

- a. See response to Interrogatory Nos. 6(a)-6(b). AECOM also owed the State duties of care associated with its inspection contracts with the State, which incorporated and included, among other things, RIDOT’s *Bridge Inspection Manual*. As the *Bridge Inspection Manual* provides, in relevant part, “[p]rior to the bridge inspection, the team leader”—that is, “the individual who performs the field inspection of an individual bridge”—“is responsible for planning and preparing for the inspection, which includes reviewing the bridge structure file and evaluating any bridge site conditions (such as confined spaces, nondestructive evaluation and traffic control)[.]” see *Bridge Inspection Manual* at §§ 2.3.3 and 2.3.1.

**AECOM also assumed and owed to the State fiduciary duties based on its responses to the State of Rhode Island’s Request for Proposal—Bid #7540369 (“2014 RFP”), which sought to establish a Master Price Agreement with qualified firms to provide On-Call Statewide Bridge Inspection Services and other related tasks (“2014 MPA 359”), and its responses to the State of Rhode Island’s Request for Proposal—Bid #7598914 (“2019 RFP”), which sought to establish a Master Price Agreement with qualified firms to provide Statewide On-Call Bridge Inspection and Load Rating Services and other related tasks (“2019 MPA 359”).**

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

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

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

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

**The State contends that AECOM was negligent in failing to conduct a proper, reasonably adequate, or professionally sound review of the bridge structure file for the Washington Bridge. That review should have included, among other things, a review of the Original Design Plans and the design plans and drawings for the 1996-1998 rehabilitation of the Washington Bridge. And through a proper, reasonably adequate, or professionally sound review of the bridge structure file for the Washington Bridge, AECOM should have identified in its inspections: (1) the existence of the tie-down rods; (2) the significance of the tie-down rods to the stability, integrity, and safety of the Washington Bridge; (3) the deteriorated condition of the tie-down rods; and (4) the previous issues with and deterioration of the post-tensioning system,**

including the deterioration in the supports for the cantilever drop-in beam connections and voids in the grout, and then recommended an investigation into, or an evaluation of, the condition of the tie-down rods and the condition of the post-tensioning system in order to identify for the state those areas that constituted a threat to public safety so that adequate measures could be taken.

- b. The State relied upon the professional advice, findings, and recommendations of its experts, including AECOM, with respect to structural deficiencies in the Washington Bridge.
- c. See response to Interrogatory No. 10(a).
- d. As a direct and proximate result of AECOM's negligence as described herein, the State was not properly informed or advised of the work or repairs necessary to completely or adequately rehabilitate the Washington Bridge and the Washington Bridge was not completely or adequately rehabilitated. This failure directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money under the subsequent emergency repair contract, and physical wear and tear damage to the Eastbound Washington Bridge.
- e. Yes.
- f. See response to Interrogatory No. 1(f).

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

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

**ANSWER TO INTERROGATORY NO. 11:**

**The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted**

**separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).**

**SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 11:**

**The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff’s experts’ opinions. Subject to said objections and without waiving same, the State responds as follows:**

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

**ANSWER TO INTERROGATORY NO. 12:**

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

**SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 12:**

The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff’s experts’ opinions. Subject to said objections and without waiving same, the State responds as follows:

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

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

**ANSWER TO INTERROGATORY NO. 13:**

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

**SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 13:**

The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff’s experts’ opinions. Subject to said objections and without waiving same, the State responds as follows:

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

c. As a direct and proximate result of AECOM’s failure to conduct a reasonably adequate detailed research and review of previous inspection reports, drawings, and plans, AECOM breached its duty to, among other things, inform or advise the State of the work or repairs necessary to completely or adequately rehabilitate the Washington Bridge and the Washington Bridge was not completely or adequately rehabilitated. AECOM’s breach of fiduciary duty directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money for repair and other work from 2014 forward, the expenditure of money to demolish and replace the Washington Bridge, and the physical wear and tear damage to the Eastbound Washington Bridge.

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

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

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

**ANSWER TO INTERROGATORY NO. 14:**

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

**SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 14:**

The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff’s experts’ opinions. Subject to said objections and without waiving same, the State responds as follows:

AECOM should have (a) identified (1) the existence of the tie-down rods; (2) the significance of the tie-down rods to the stability, integrity, and safety of the Washington Bridge; (3) the deteriorated condition of the tie-down rods; and (4) the previous issues with and deterioration of the post-tensioning system, including the deterioration in the supports for the cantilever drop-in beam connections and voids in the grout, and then (b) recommended an investigation into, or an evaluation of, the condition of the tie-down rods and

**the condition of the post-tensioning system in order to identify for the State those areas that constituted a threat to public safety so that adequate measures could be taken. AECOM neither identified those issues nor recommended repairs, including repairs to strengthen, minimize, or address section loss to the tie-down rods on the Washington Bridge and repairs to strengthen, minimize, or address corrosion, cracking, and other issues later discovered with the post-tensioning system. AECOM's obligation to advise the State with regard to these deficiencies, the significance of which it could and should have appreciated, was not discretionary, even if it was expected to perform its professional obligations independently.**

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

- 1. The Original Design Plans, which were made available to all interested bidders in connection with the RFP and would and should have revealed to AECOM not only the existence of the tie-down rods, but also their significance to the stability, integrity, and safety of the structure;**
- 2. The design plans and drawings for the 1996-1998 rehabilitation of the Washington Bridge under R.I. Contract No. 9603, which were made available to all interested bidders in connection with the RFP and would and should have revealed to AECOM the previous issues with and deterioration of the post-tensioning system, including the deterioration in the supports for the cantilever drop-in beam connections and voids in the grout; and**
- 3. Other plans, as-built drawings, and prior inspection reports available in the bridge structure file that were necessary for AECOM to fully develop an understanding of the Washington Bridge's post-tensioning system, structural elements, and unique design in order to make professionally sound recommendations and create professionally sound design plans to completely or adequately rehabilitate the Washington Bridge.**

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

but also their significance to the stability, integrity, and safety of the structure; it failed to evaluate, investigate, or recommend an investigation into or evaluation of the cause of the cracks in the concrete webs that ran parallel to the post-tensioning ducts; it failed to evaluate, investigate, or recommend an investigation into the previous issues with and deterioration of the post-tensioning system, including the deterioration in the supports for the cantilever drop-in beam connections and voids in the grout; and it failed to develop a professionally sound understanding of the Washington Bridge's post-tensioning system, structural elements, and unique design sufficient to completely rehabilitate the Washington Bridge. AECOM then compounded those breaches and independently breached its obligations pursuant to the 2019 AECOM Contract, wherein it agreed to serve as RIDOT's Owner's Representative, in failing to perform those same actions in connection with the preparation of the 2020 Design-Build Solicitation package and the 2021 Best Value Design-Build Procurement for Bridge Group 57T-10: I-195 Washington North Phase 2 Request for Proposals, Bid# 7611889—which included the Base Technical Concepts that AECOM prepared for both solicitations—and oversight of the subsequent rehabilitation project.

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

As a direct and proximate result of AECOM's failure to recommend needed repairs in accordance with the requirements of the 2014 AECOM Contract and the 2019 AECOM Contract and pursuant to its inspection obligations, the State was not properly informed or advised of the work or repairs necessary to ensure safety, or to completely or adequately rehabilitate the Washington Bridge, and the Washington Bridge was not completely or adequately rehabilitated. AECOM's failure to perform evaluations and report to the State under the 2014 AECOM Contract, the 2019 AECOM Contract, or pursuant to the various inspections it performed, directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money for repair and other work from 2014 forward, the expenditure of money to demolish and replace the Washington Bridge, and the physical wear and tear damage to the

### **Eastbound Washington Bridge.**

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

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

### **ANSWER TO INTERROGATORY NO. 15:**

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, "[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*" Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that "[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,] but clarifying that in setting that limitation, "we intended to provide that one could not exceed thirty interrogatories without prior court approval").

**SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 15:**

The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff's experts' opinions. Subject to said objections and without waiving same, the State responds as follows:

**a. AECOM breached at least the following contractual provisions:**

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

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

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

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

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

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

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

2. **On or about September 10, 2019, AECOM submitted a response to the State of Rhode Island’s Request for Proposal—Bid #7598914 (“2019 RFP”), which sought to establish a Master Price Agreement with qualified firms to provide Statewide On-Call Bridge Inspection and Load Rating Services and other related tasks (“2019 MPA 359”). AECOM’s response to the 2019 RFP indicated that it “will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island”, and that it “acknowledges that the terms and conditions of this solicitation and the bid proposal will be incorporated into any contract awarded to the Bidder pursuant to this solicitation and the bid proposal.”**

**AECOM’s response to the 2019 RFP also stated:**

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

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

The 2019 RFP provides that “[a]ll inspections and load ratings are to be performed in accordance with the NBIS, the RI Bridge Inspection Manual, the RI Bridge Load Rating Guidelines, and all other applicable Federal and State Regulations.” The 2019 RFP requires the successful bidder to: “Perform bridge inspections and load ratings for both NBI & NON-NBI bridges in accordance with the NBIS, the RI Bridge Inspection Manual, the RI Bridge Load Rating Guidelines, the current AASHTO Manual for Bridge Element Inspection and all other applicable Federal and State Regulations.” The 2019 RFP also requires the successful bidder to: “[p]rovide emergency/high priority repair plans, specifications, estimates and related services as required by RIDOT for preparation of construction bid documents related to bridge inspection and load ratings.”

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

3. The Notice of Contract Purchase Agreement forms issued to AECOM as successful bidder in connection with the 2014 RFP and the 2019 RFP, specifically incorporate: (1) the specifications, terms and conditions set forth in the RFP; the General Terms and Conditions of Contracts for the State of Rhode Island; and (2) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island.
4. Pursuant to the foregoing, AECOM incorporated into its inspection services for the State of Rhode Island, among other things, the obligation to adhere to the 2013 edition of the Rhode Island Department of Transportation’s *Bridge Inspection Manual*, which provides, in relevant part, that “[p]rior to the bridge inspection, the team leader”—that is, “the individual who performs the field inspection of an individual bridge”—“is responsible for planning and preparing for the inspection, which includes reviewing the bridge structure file and evaluating any bridge site conditions (such as confined spaces, nondestructive evaluation and traffic control).” See *Bridge Inspection Manual* at §§ 2.3.3 (entitled “Responsibilities”) and 2.3.1 (defining “team leader”).
5. AECOM’s obligations pursuant to the 2014 RFP and the 2019 RFP to adhere to all applicable State and Federal laws and Regulations also included the following:
  - a. The duty to “perform their services only in the areas of their competence according to current standards of technical competence[,]” see Rules and Regulations for Professional Engineering in the State of Rhode Island, effective October 16,

**2014 (the “2014 Professional Engineering Regulations”) at § 120.62.2.1; see also 430-RICR-00-00-1.7(B)(1);**

- b. The duty to “recognize their responsibility to the public and . . . represent themselves before the public only in an objective and truthful manner,” see 2014 Professional Engineering Regulations at § 120.62.2.2; see also 430-RICR-00-00-1.7(B)(2);**
- c. The duty to “in the performance of their services for clients, employers, and customers, . . . be cognizant that their first and foremost responsibility is to the public welfare,” see 2014 Professional Engineering Regulations at § 120.62.3.1; see also 430-RICR-00-00-1.7(C)(1);**
- d. The duty to “undertake assignments only when qualified by education or experience in the specific technical fields of engineering involved,” see 2014 Professional Engineering Regulations at § 120.62.4.1; see also 430-RICR-00-00-1.7(D)(1);**
- e. The duty to “not affix their signatures or seals to any drawings or documents dealing with subject matter in which they lack competence,” see 2014 Professional Engineering Regulations at § 120.62.4.2; see also 430-RICR-00-00-1.7(D)(2);**
- f. The duty to “not misrepresent or exaggerate their degree of responsibility in prior assignments or the complexity of said assignments” or “misrepresent pertinent facts concerning . . . past accomplishments” incident to the solicitation of business,” see 2014 Professional Engineering Regulations at § 120.62.5.1; see also 430-RICR-00-00-1.7(E)(1);**
- g. The obligation to “rebuild, repair, restore, and make good all losses, injuries, or damages to any portion of the work from any cause except those beyond the control of and without the fault or negligence of” AECOM, see State of Rhode Island Procurement Regulations: Section 12 Rhode Island Department of Transportation Projects at § 12.104.14; and**
- h. The obligation to be responsible for all damage or injury to public or private property resulting from any act, omission, neglect, or misconduct in, of either [AECOM] or its subcontractors’ manner or method of executing the work, or in consequence of the non-execution thereof,” see State of Rhode Island Procurement Regulations: Section 12 Rhode Island Department of Transportation Projects at § 12.104.14.**

- b. AECOM failed to comply with, or breached, the above-cited provisions by failing to conduct a proper or reasonably adequate research and review of the bridge structure file for the Washington Bridge, including but not limited to previous inspection reports, drawings and plans, and by failing to notify the State of those areas that constituted a threat to public safety so that adequate measures could be taken.**
- c. AECOM failed to conduct a proper or reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge, including but not limited to a detailed research and review of:**

  - 1. The Original Design Plans for the Washington Bridge, which would and should have revealed to AECOM not only the existence of the tie-down rods, but also their significance to the stability, integrity, and safety of the structure;**
  - 2. The design plans and drawings for the 1996-1998 rehabilitation of the Washington Bridge under R.I. Contract No. 9603, which would and should have revealed to AECOM the previous issues with and deterioration of the post-tensioning system, including the deterioration in the supports for the cantilever drop-in beam connections and voids in the grout; and**
  - 3. Other plans, as-built drawings, and prior inspection reports available in the bridge structure file that were necessary for AECOM to fully develop an understanding of the Washington Bridge's post-tensioning system, structural elements, and unique design.**
- d. See response to Interrogatory No. 15(a)-(c) and (e).**
- e. In failing to conduct a proper or reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge, AECOM breached the above-cited contractual provisions and failed to recognize not only the existence or condition of the tie-down rods, but also their significance to the stability, integrity, and safety of the structure; failed to evaluate, investigate, or recommend an investigation into or evaluation of the cause of the cracks in the concrete webs that ran parallel to the post-tensioning ducts; failed to evaluate, investigate, or recommend an investigation into the previous issues with and deterioration of the post-tensioning system, including the deterioration in the supports for the cantilever drop-in beam connections and voids in the grout; and failed to develop a professionally sound understanding of the Washington Bridge's post-tensioning system, structural elements, and unique design sufficient to identify for the State of Rhode Island the existence of conditions constituting an immediate threat to public safety. As a direct and proximate result of AECOM's failure to conduct a detailed research**

**and review of the bridge structure file, including but not limited to previous inspection reports, drawings, and plans, its failure to conduct an inspection in accordance with the inspection contracts, its failure to perform evaluations and report to the State as required by the contracts, and its failure to recommend evaluation of conditions constituting a threat to public safety as required by the contracts, the State was not properly informed or advised of the work or repairs necessary to completely or adequately rehabilitate the Washington Bridge and the Washington Bridge was not completely or adequately rehabilitated. AECOM's failure to perform adequate evaluations and report to the State as required directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money for repair and other work from the 2016 inspection forward, the expenditure of money to demolish and replace the Washington Bridge, and physical wear and tear damage to the Eastbound Washington Bridge.**

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

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

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

**ANSWER TO INTERROGATORY NO. 16:**

**The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted**

separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

**SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 16:**

The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff’s experts’ opinions. Subject to said objections and without waiving same, the State responds as follows:

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

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

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

**ANSWER TO INTERROGATORY NO. 17:**

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, "[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*" Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that "[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]") but clarifying that in setting that limitation, "we intended to provide that one could not exceed thirty interrogatories without prior court approval").

**SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 17:**

The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff's experts' opinions. Subject to said objections and without waiving same, the State responds as follows:

a. See response to Interrogatory No. 15(a). In addition, the State contends that AECOM breached the implied covenant of good faith and fair dealing by failing to conduct a proper or reasonably adequate detailed research and review of the bridge structure file for the Washington Bridge, failing to recognize not only the existence or condition of the tie-down rods, but also their significance to the stability, integrity, and safety of the structure; failing to evaluate, investigate, or recommend an investigation into or evaluation of the cause of the cracks in the concrete webs that ran parallel to the post-tensioning ducts; failing to evaluate, investigate, or recommend an investigation into the previous issues with and deterioration of the post-tensioning system, including the deterioration in the supports for the cantilever drop-in beam connections and voids in the grout; failing to develop a professionally sound understanding of the Washington Bridge's post-tensioning system, structural elements, and unique design sufficient to identify for the State of Rhode Island the existence of conditions constituting an immediate threat to public safety; and failing to conduct or perform a professionally sound inspection of the Washington Bridge.

b. See response to Interrogatory No. 15(b).

c. see response to Interrogatory No. 15(c)-(d).

d. See response to Interrogatory No. 15(e).

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

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

18. With respect to the State's allegation in paragraph 209 of the Amended Complaint that "*AECOM made misrepresentations of material fact to RIDOT,*" state and identify with specificity:

- a. each specific statement the State contends was a misrepresentation of material fact;
- b. the date, context, and manner in which each statement was made;
- c. the individual(s) who made each statement on behalf of AECOM;
- d. the individual(s) to whom each statement was made; and
- e. all Documents and Communications that support, relate to, or refute these allegations.

**ANSWER TO INTERROGATORY NO. 18:**

**The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted**

separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

#### **SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 18:**

The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff’s experts’ opinions. Subject to said objections and without waiving same, the State responds as follows:

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

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

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

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

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

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

19. With respect to the State's allegation in paragraph 210 of the Amended Complaint that "*AECOM knew or reasonably should have known the representations were false,*" state and identify with specificity for each statement or representation made by AECOM:

- f. the factual basis for asserting that AECOM had actual or constructive knowledge of the falsity of each representation or statement; and
- g. all Documents and Communications that support, relate to, or refute these allegations.

**ANSWER TO INTERROGATORY NO. 19:**

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, "[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*" Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that "[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,] but clarifying that in setting that limitation, "we intended to provide that one could not exceed thirty interrogatories without prior court approval").

**SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 19:**

The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying

**experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff's experts' opinions. Subject to said objections and without waiving same, the State responds as follows:**

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

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

**As a direct and proximate result of AECOM's failure to recommend needed repairs in accordance with the requirements of the 2014 AECOM Contract and the 2019 AECOM Contract and pursuant to its inspection obligations, the State was not properly informed or advised of the work or repairs necessary to ensure safety, or to completely or adequately rehabilitate the Washington Bridge, and the Washington Bridge was not completely or adequately rehabilitated. AECOM's failure to perform evaluations and report to the State under the 2014 AECOM Contract, the 2019 AECOM Contract, or pursuant to the various inspections it performed, directly and proximately caused the emergency closure of the Washington Bridge in December of 2023, the expenditure of money for repair and other work from 2014 forward, the expenditure of money to demolish and replace the Washington Bridge, and the physical wear and tear damage to the Eastbound Washington Bridge.**

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

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

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

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

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

**ANSWER TO INTERROGATORY NO. 20:**

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

**SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 20:**

The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. The Plaintiff further objects to this Interrogatory as prematurely seeking the Plaintiff's experts' opinions. Subject to said objections and without waiving same, the State responds as follows:

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

response to Interrogatory Nos. 1, 2, 4, and 6. RIDOT further relied upon AECOM's January 8, 2014 response to the State of Rhode Island's Request for Proposal—Bid #7540369 ("2014 RFP"), which sought to establish a Master Price Agreement with qualified firms to provide On-Call Statewide Bridge Inspection Services and other related tasks ("2014 MPA 359"), and its September 10, 2019 response to the State of Rhode Island's Request for Proposal—Bid #7598914 ("2019 RFP"), which sought to establish a Master Price Agreement with qualified firms to provide Statewide On-Call Bridge Inspection and Load Rating Services and other related tasks ("2019 MPA 359"), when it selected AECOM for inclusion in the 2014 MPA 359 and the 2019 MPA 359, as described more fully in response to Interrogatory No. 15.

- b. See responses to Interrogatory Nos. 1 and 15 for a full description of the representations of AECOM that led to its selection as a successful bidder for the 2014 and 2019 contracts, as well as the 2014 MPA 359 and the 2019 MPA 359.
- c. Pursuant to Rule 33(d) of the Superior Court Rules of Civil Procedure, please see the Inter-Office Memoranda prepared on behalf of the Technical Evaluation Committee that evaluated the proposals submitted in response to the RFP, which have been produced and Bates-labeled as RIDOT\_000122197 – RIDOT\_000122224 and RIDOT\_000122226 – RIDOT\_000122262.
- d. Pursuant to Rule 33(d) of the Superior Court Rules of Civil Procedure, please see the Inter-Office Memoranda prepared on behalf of the Technical Evaluation Committee that evaluated the proposals submitted in response to the RFP, which have been produced and Bates-labeled as RIDOT\_000122197 – RIDOT\_000122224 and RIDOT\_000122226 – RIDOT\_000122262; and the meeting minutes of the June 20, 2013 Advisory Consultant Selection Panel, which have been produced and Bates-labeled as RIDOT\_000063598 – RIDOT\_000063603.
- e. Pursuant to Rule 33(d) of the Superior Court Rules of Civil Procedure, please see the Inter-Office Memoranda prepared on behalf of the Technical Evaluation Committee that evaluated the proposals submitted in response to the RFP, which have been produced and Bates-labeled as RIDOT\_000122197 – RIDOT\_000122224 and RIDOT\_000122226 – RIDOT\_000122262; and the meeting minutes of the June 20, 2013 Advisory Consultant Selection Panel, which have been produced and Bates-labeled as RIDOT\_000063598 – RIDOT\_000063603.

- f. Pursuant to Rule 33(d) of the Superior Court Rules of Civil Procedure, please see the Inter-Office Memoranda prepared on behalf of the Technical Evaluation Committee that evaluated the proposals submitted in response to the RFP, which have been produced and Bates-labeled as RIDOT\_000122197 – RIDOT\_000122224 and RIDOT\_000122226 – RIDOT\_000122262; and the meeting minutes of the June 20, 2013 Advisory Consultant Selection Panel, which have been produced and Bates-labeled as RIDOT\_000063598 – RIDOT\_000063603.**
- g. Pursuant to Rule 33(d) of the Superior Court Rules of Civil Procedure, please see the Inter-Office Memoranda prepared on behalf of the Technical Evaluation Committee that evaluated the proposals submitted in response to the RFP, which have been produced and Bates-labeled as RIDOT\_000122197 – RIDOT\_000122224 and RIDOT\_000122226 – RIDOT\_000122262; and the meeting minutes of the June 20, 2013 Advisory Consultant Selection Panel, which have been produced and Bates-labeled as RIDOT\_000063598 – RIDOT\_000063603.**

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

21. For each category of damages the State claims against AECOM in this Litigation, provide an itemized list of damages stating and identifying with specificity:

  - a. the amount of each claimed item of damage and the method by which it was calculated;
  - b. a description of the actual physical damage and/or economic damage allegedly suffered;
  - c. the specific act(s) or omission(s) by AECOM that the State contends caused each item of damage;
  - d. the date(s) on which the State incurred or discovered each category of damage;
  - e. the legal or contractual basis for asserting each item of damage;
  - f. the documentary support for each item of damage, including contracts, purchase orders, invoices, and proof of payment;
  - g. whether the item is claimed as a direct or consequential damage;
  - h. any measures undertaken by the State to mitigate such damages;
  - i. any allocation of the State's damages performed as among the defendants or other parties; and
  - j. whether the State has claimed or recovered all or any portion of such damage from another source.

**ANSWER TO INTERROGATORY NO. 21:**

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

**SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 21:**

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

22. Identify all alternative causes, contributing factors, or persons/entities (other than AECOM) that the State considered or investigated in connection with the structural deterioration or failure of the Washington Bridge. For each, state and identify:
- a. Who performed that consideration or investigation;
  - b. the conclusions reached; and
  - c. all supporting facts, Documents and Communications.

**ANSWER TO INTERROGATORY NO. 22:**

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

**SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 22:**

The Plaintiff objects to this Interrogatory because it seeks information that is protected by the attorney-client privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. Subject to said objections and without waiving same, the State responds as follows:

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

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

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

**ANSWER TO INTERROGATORY NO. 23:**

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

**SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 23:**

AECOM, as part of its evaluation of the Washington Bridge pursuant to the 2014 AECOM Contract, and Prime AE Group, Inc. performed a special in-depth inspection of the Washington Bridge, which, as AECOM reported in its Final Technical Evaluation, “included the assessment of all bridge elements and utilized hands-on techniques, destructive testing and non-destructive testing to document existing conditions. Particular attention was paid to accurately locating and quantifying areas of deterioration for subsequent bridge analyses/ratings and for the development of repair designs and rehabilitation plans.” The Final Technical Evaluation also incorporates a Nondestructive GPR Testing report prepared for Aries Support Services, Inc. Pursuant to Rule 33(d), please see the Final Technical Evaluation, which has been produced and Bates-labeled as RIDOT\_000063199 – RIDOT\_000063429.

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

24. Identify all individuals employed by the State or RIDOT who were responsible for overseeing, supervising, reviewing, analyzing, evaluating, performing engineering reviews or analyses; designing or otherwise managing the services AECOM or any other entity or individual provided in connection with the Washington Bridge from 2010 through 2023. For these individuals, state:
- a. their job title(s) and dates of service;
  - b. a description of their responsibilities with respect to AECOM's work;
  - c. their educational background, including degrees earned and institutions attended;
  - d. their professional licenses, certifications, or registrations;
  - e. their prior experience in bridge design, inspection, construction, or rehabilitation projects;
  - f. whether they exercised independent judgment in evaluating AECOM's work; and
  - g. the internal procedures or standards used to evaluate AECOM's deliverables.

**ANSWER TO INTERROGATORY NO. 24:**

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

**SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 24:**

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

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

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

**ANSWER TO INTERROGATORY NO. 25:**

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, "[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*" Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that "[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,] but clarifying that in setting that limitation, "we intended to provide that one could not exceed thirty interrogatories without prior court approval").

**SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 25:**

The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. Subject to said objections and without waiving same, the State responds as follows:

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

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

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

26. Identify all decisions, budgetary actions, or funding limitations considered or implemented by the State or RIDOT between 2010 and December 2023 that affected the scope, frequency, or method of inspections, maintenance, rehabilitation, or replacement of the Washington Bridge, regardless of whether such inspections, maintenance, rehabilitation or replacement was ultimately carried out. For each, describe:
- a. the nature and scope of the decision, action or limitation;
  - b. the specific Washington Bridge work impacted, including any changes to inspection methods;
  - c. the date and amount of funding affected;
  - d. whether the funding was approved, denied, or modified, and by whom;
  - e. the rationale for the decision; and
  - f. all Documents or Communications relating to such decisions.

**ANSWER TO INTERROGATORY NO. 26:**

**The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party**

***provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.” Super R. Civ. P. 33(b) (emphasis added); see also Eleazer v. Ted Reed Thermal, Inc., 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).***

#### **SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 26:**

**The Plaintiff objects to this Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, deliberative process privilege, the work product doctrine as set forth in Rule 26(b)(3) of the Superior Court Rules of Civil Procedure, and the protections from disclosure afforded to non-testifying experts employed in anticipation of litigation or preparation for trial as set forth in Rule 26(b)(4) of the Superior Court Rules of Civil Procedure. Subject to said objections and without waiving same, the State responds as follows:**

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

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

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

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

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

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

27. Identify each instance between 2010 and December 2023 in which the State or RIDOT chose not to perform inspections, maintenance, rehabilitation, replacement, or testing (including but not limited to non-destructive testing) on the Washington Bridge due to any reason. For each instance, state:
- a. the specific work or testing that was deferred, reduced, or not performed;
  - b. the date of the decision and the individuals or entities involved in making it;
  - c. the amount of funding that was considered, requested or denied;
  - d. whether the funding was approved, denied, or modified, and by whom;
  - e. the rationale for the decision, including any cost-benefit or risk analysis performed; and
  - f. all Documents and Communications relating to such decision.

**ANSWER TO INTERROGATORY NO. 27:**

**The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its**

subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

#### **SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 27:**

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

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

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

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

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

28. Identify all instances between 2010 and December 2023 in which any individual, consultant, contactor or firm recommended the use of non-destructive testing (NDT) on the Washington Bridge. For each instance, state:
- a. the identity of the person or entity making the recommendation;
  - b. the date and nature of the recommended NDT method(s);
  - c. the rationale for recommending NDT;
  - d. whether the State or RIDOT approved, denied, or deferred the recommendation and reason for doing so; and
  - e. all Documents and Communications relating to such recommendation and the State or RIDOT’s response.

**ANSWER TO INTERROGATORY NO. 28:**

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

**SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 28:**

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

In response to the RFP, two respondents—PARE Corporation and Parsons Brinckerhoff—proposed non-destructive testing. Pursuant to Rule 33(d) of the Superior Court Rules of Civil Procedure, the information requested in this Interrogatory may be derived or ascertained from each of their respective proposals, which have been produced and Bates-labeled as RIDOT\_000118980 – RIDOT\_000119229 and RIDOT\_000119577 – RIDOT\_000119811. The specific references to non-destructive testing in those documents are available at RIDOT\_000119021 and RIDOT\_000119609 – RIDOT\_000119610. For additional information responsive to this Interrogatory, and also pursuant to Rule 33(d), please see the Inter-Office Memoranda prepared on behalf of the Technical Evaluation Committee that evaluated the proposals submitted in response to the RFP, which have been produced and Bates-labeled as RIDOT\_000122197 – RIDOT\_000122224 and RIDOT\_000122226 – RIDOT\_000122262.

Moreover, AECOM, as part of its evaluation of the Washington Bridge pursuant to the 2014 AECOM Contract, and Prime AE Group, Inc. performed a special in-depth inspection of the Washington Bridge, which, as AECOM reported in its Final Technical Evaluation, “included the assessment of all bridge elements and utilized hands-on techniques, destructive testing and non-destructive testing to document existing conditions. Particular attention was paid to accurately locating and quantifying areas of deterioration for subsequent bridge analyses/ratings and for the development of repair designs and rehabilitation plans.” The Final Technical Evaluation also incorporates a Nondestructive GPR Testing report prepared for Aries Support Services, Inc. Pursuant to Rule 33(d), please see the Final Technical Evaluation, which has been produced and Bates-labeled as RIDOT\_000063199 – RIDOT\_000063429.

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

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

29. Provide a complete and detailed timeline of all maintenance, cleaning, servicing, inspection, rehabilitation, or other work performed by or on behalf of the State or RIDOT on the Washington Bridge from January 1, 2005 to the present. For each activity, state:
- the date(s) the work was performed;
  - the nature and scope of the work;
  - the entity or personnel who performed the work;
  - the reason or triggering event for the work (e.g., scheduled maintenance, inspection finding, emergency response);
  - identify related contracts or agreements; and
  - all Documents and Communications relating to such work.

**ANSWER TO INTERROGATORY NO. 29:**

The Plaintiff objects to answering this Interrogatory, and each of its subparts, because the preceding Interrogatories, and each of their subparts, constituted separate questions for purposes of Rule 33(b) of the Superior Court Rules of Civil Procedure and, as a result, in propounding this Interrogatory, and each of its subparts, AECOM has exceeded the limitation on the total number of interrogatories allowed under that rule without obtaining prior approval from the Court to do so for good cause shown. As Rule 33(b) provides, in relevant part, “[a] party may serve more than one (1) set of interrogatories upon another party *provided the total number of interrogatories shall not exceed thirty (30) unless the court otherwise orders for good cause shown.*” Super R. Civ. P. 33(b) (emphasis added); see also *Eleazer v. Ted Reed Thermal, Inc.*, 576 A.2d 1217, 1220 (R.I. 1990) (acknowledging that “[o]ur setting the number of interrogatories at thirty as a matter of right was never intended to be a fixed, never-to-be-exceeded maximum[,]” but clarifying that in setting that limitation, “we intended to provide that one could not exceed thirty interrogatories without prior court approval”).

**SUPPLEMENTAL ANSWER TO INTERROGATORY NO. 29:**

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

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

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

I, Loren Doyle, under the pains and penalty of perjury, declare that the foregoing is true based upon matters within my personal knowledge and information that has been assembled and provided to me and that the answers provided are correct, according to the best of my knowledge.

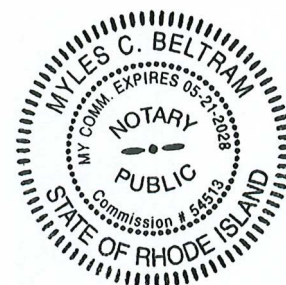
Loren Doyle  
By: Loren Doyle

Dated: 2/2/26

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

On this 2<sup>nd</sup> day of February, 2026, before me, the undersigned notary, personally appeared Loren Doyle personally known to the notary, to be the person who signed above in my presence, and who swore or affirmed to the notary that the contents of the document are truthful to the best of his knowledge.

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



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

/s/ Sarah W. Rice

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/s/ Jonathan N. Savage

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**CERTIFICATE OF SERVICE**

I hereby certify that on the 2nd day of February, 2026, I electronically served this document through the electronic filing system on counsel of record. The document electronically served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

*/s/ Edward D. Pare III*

# **EXHIBIT H**



February 26, 2026

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**VIA E-MAIL**

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**Re: *State of Rhode Island v. AECOM Technical Services, Inc., et al.***  
**Rhode Island Superior Court – Business Calendar**  
**C.A. No. PC-2024-04526**

**FINAL NOTICE OF DEFICIENCY IN THE STATE'S ANSWERS TO AECOM'S FIRST SET OF INTERROGATORIES**

Dear Counsel:

We write regarding Plaintiff, the State of Rhode Island's (the "State") Supplemental Answers to Defendant, AECOM Technical Services, Inc.'s ("AECOM") First Set of Interrogatories served on February 2, 2026 ("Supplemental Answers").

As you know, AECOM previously filed a motion to compel based on deficiencies in the State's original responses. At the Court's suggestion, AECOM withdrew that motion without prejudice in exchange for the State's agreement to serve full supplemental responses and to answer the remaining interrogatories without reliance on improper counting objections.

The State's Supplemental Answers do not comply with Rule 33 or the parties' agreement. The deficiencies fall into two categories: (1) systemic Rule 33 violations that permeate the State's responses; and (2) complete or material failures to answer specific interrogatories, most notably Interrogatory No. 21 regarding damages.

**Unless the State serves amended answers curing all deficiencies identified below and in AECOM's December 18, 2025 Motion to Compel by March 5, 2026, AECOM will renew its motion to compel and seek all appropriate relief.**

**I. GLOBAL DEFICIENCIES IN THE STATE'S ANSWERS TO INTERROGATORIES**

**A. Improper Objections / Privilege Assertions**

**1. Continued Assertion of the Deliberative Process Privilege**

The State continues to assert the deliberative process privilege in numerous interrogatories, even though on January 20, 2026, it represented that it would not rely on the deliberative process privilege except with a supporting log.

Again, as we have detailed and reiterated numerous times, the State has waived the deliberative process privilege by placing its internal decision-making directly at issue in this litigation. See *Rhode Island Economic Development Corp. v. Wells Fargo Securities, LLC*, No. PB125616, 2014 WL 3407982, at 3 (R.I. Super. July 7, 2014) (holding that a government agency waives the deliberative process privilege when its internal decision-making is central to its claims). The State's continued reliance on this alleged privilege as a basis for withholding/redaction is improper and obstructs meaningful evaluation of its claims.

**2. Improper Reliance on "Non-Testifying Expert" Objections**

The State repeatedly refuses to answer factual interrogatories on the basis that doing so would purportedly reveal "expert opinions" or information relating to non-testifying experts. This position is legally incorrect. AECOM seeks facts, not expert opinions. A party may not shield otherwise discoverable factual information by routing those facts through an expert. The State must disclose the factual bases for its allegations, regardless of whether an expert has also considered them.

**B. Improper "Discovery Is Ongoing" Reservations**

The State repeatedly qualifies its responses by stating that discovery is ongoing or that it reserves the right to supplement its responses.

While Rule 26(e) imposes a duty to supplement if additional information becomes available, it does not permit a party to avoid providing complete answers based on information presently known. These reservations must be removed, and the State must answer based on its current knowledge.

**C. Improper Invocation of Rule 33(d) Without Identifying Responsive Facts**

The State repeatedly cites large Bates ranges under Rule 33(d), directing AECOM to review thousands of pages without identifying the specific facts responsive to each interrogatory. Rule 33(d) permits reliance on business records only where: (1) the answer may be derived from those records; and (2) the burden of deriving the answer is substantially the same for both parties.

That standard is not met here. The State possesses unique knowledge of:

- Which inspections it contends were non-conforming,
- Which evaluations it claims were required but not performed,

- Which repairs it contends should have been recommended,
- What facts it relies upon for causation and damages.

Directing AECOM to comb through thousands of pages of technical documents does not satisfy Rule 33. If the State relies on specific documents, it must identify the precise document and location containing responsive information and must still provide a narrative response where required.

#### **D. Improper Incorporation-by-Reference and Circular Responses**

Numerous responses state “see prior answer” or incorporate multiple other interrogatories rather than providing discrete, standalone answers.

Rule 33 requires that each interrogatory be answered separately and fully. Cascading incorporations—particularly where the incorporated responses themselves incorporate other responses—result in circular and incomplete answers and do not comply with Rule 33.

Amended responses must provide complete, self-contained answers to each interrogatory and subpart.

#### **E. Failure to Provide Factual Basis for Alleged Breaches**

Despite asserting sweeping allegations of contractual breaches, engineering failures, and professional negligence, the State’s answers and supplemental answers routinely provide only:

- High-level legal conclusions;
- General recitations of contract provisions or standards;
- Broad references to entire documents; or
- Restatements of allegations from the pleadings.

The State rarely identifies specific facts, persons, dates, communications, or actions constituting the alleged breaches. Interrogatories seeking the factual underpinnings of the State’s claims require more than conclusory restatements. The State must identify the who, what, when, where, and how of each alleged breach.

#### **F. Failure to Provide Facts Supporting Causation Allegations**

The State’s responses repeatedly assert that AECOM’s conduct “directly and proximately caused” various damages, including the bridge closure, costs of investigation, and demolition. Yet the State offers no factual explanation of the causal mechanism linking AECOM’s alleged conduct to the damages. Interrogatories specifically seeking causation facts require the State to identify the underlying evidence—not merely state conclusions.

#### **I. INTERROGATORY NO. 21 – COMPLETE FAILURE TO DISCLOSE DAMAGES**

Interrogatory No. 21 required the State to identify each category and amount of damages it incurred that it contends was caused by AECOM. Specifically:

- a. the amount claimed;

- b. the methodology for calculation;
- c. the date incurred or discovered;
- d. the act or omission allegedly causing the damage;
- e. the legal basis for the claim;
- f. the documents supporting the calculation;
- g. any efforts to mitigate the damage;
- h. any allocation of damages among defendants;
- i. any calculation of interest or additional costs claimed; and
- j. any recoveries from other sources related to that category.

The State provided none of this information. Its response consists solely of boilerplate objections—asserting “*premature expert opinion*,” “*ongoing discovery*,” a “*collateral source*” objection to subpart (j)—and a promise to “supplement later.” Not a single subpart was answered. This constitutes a complete failure to comply with Rule 33.

**A. Total Failure to Provide Required Damages Information**

The State’s supplemental answer does not identify any damages, categories, amounts, calculations, supporting documents, or factual narratives. Every required element remains unanswered:

<b>Requirement in Interrogatory 21</b>	<b>Deficiency</b>
Amount of each damage	Not provided
Calculation method	Not provided
Physical/economic damage detail	Not provided
Acts/omissions causing damage	Not provided
Dates incurred/discovered	Not provided
Legal/contractual bases	Not provided
Supporting documents	None identified
Direct vs. consequential	Not answered
Mitigation efforts	Not answered

Allocation among defendants	Not answered
Recovery from other sources	Refused improperly

Courts routinely reject this type of non-answer. In *Wells Fargo Bank N.A. v. Wasserman*, the United States District Court for the District of Rhode Island held that interrogatory responses that fail to itemize damages, provide discrete amounts, identify computations, or supply factual bases are “patently deficient” and violate Rule 33. *Wells Fargo Bank, N.A. v. Wasserman*, No. CA 10-61 S, 2011 WL 3878368, at \*4 (D.R.I. July 15, 2011). There, as here, the responding party offered only conclusory statements and promises to supplement later, which the court found insufficient and sanctionable. *Id.*

### **B. Improper “Premature Expert Opinion” Objection**

The objection that Interrogatory 21 “prematurely seeks expert opinion” is legally invalid.

The interrogatory demands core factual damages information—amounts, categories, dates, causation theories, and supporting documentation—information known or knowable by the State and required to be disclosed under Rule 33. This does not call for expert testimony.

Courts consistently hold that parties must disclose factual information about damages, even where experts will later refine their models. In *American Oil Co. v. Pennsylvania Petroleum Products Co.*, the District of Rhode Island held that interrogatories seeking itemized damages, amounts assigned to each category, and the methods used to compute those amounts are fully proper and not objectionable “merely because [they] call for matters of opinion or contention.” *Am. Oil Co. v. Pennsylvania Petroleum Prods. Co.*, 23 F.R.D. 680, 683 (D.R.I. 1959). The State cannot shield factual information behind the timing of expert discovery.

### **C. “Discovery Is Ongoing” Is Not a Valid Basis for Withholding Damages Information**

The boilerplate assertion that “discovery is ongoing” likewise does not excuse non-disclosure. Rule 33 requires a party to answer based on information presently known and to supplement later if necessary. The State must disclose all factual information it presently possesses.

### **D. Improper Collateral Source Rule Objection (Subpart j)**

The State’s reliance on the collateral source doctrine to refuse to answer subpart (j) is misplaced.

#### **1. Collateral Source Doctrine Affects Admissibility at Trial, not Discoverability.**

The doctrine governs whether evidence is admissible at trial to reduce damages; it does not prohibit discovery into factual information regarding third-party payments or recoveries.

The cases the State itself cites—*Colvin v. Goldenberg*, *Votolato v. Merandi*, and *Insurance Co. of N. Am. v. Kayser-Roth Corp.*—address admissibility, not discoverability. None support withholding factual information responsive to an interrogatory.

#### **2. Subpart (j) Seeks Relevant and Discoverable Information.**

Information regarding other recoveries is directly relevant to:

- Damage calculations
- Potential double-recovery issues
- Allocation among multiple defendants
- Causation and mitigation analyses

Even if the State believed subpart (j) was objectionable (it is not), that would not excuse refusing to answer the remaining nine subparts.

### **E. Severe Prejudice to AECOM Resulting From the State's Non-Response**

The State's refusal to provide even foundational damages information severely prejudices AECOM's ability to evaluate exposure, assess causation defenses, prepare expert analyses, conduct targeted discovery, and bring dispositive motions. This is not a proportionality or burden issue; these are basic, mandatory Rule 33 disclosures essential to the fair litigation of the case.

#### **REQUEST TO CURE:**

The State must withdraw its improper objections and provide a complete, substantive amended answer to Interrogatory No. 21 that complies with Rules 26 and 33.

## **II. SPECIFIC INTERROGATORY DEFICIENCIES**

### **A. Interrogatory No. 2 (c) — Failure to Identify “Dates and Scopes” of alleged non-conforming inspections.**

Interrogatory No. 2(c) required the State to identify the dates and scope of AECOM's inspections that the State contends were non-conforming.

The State identifies no inspection date, no scope assignment, and no specific inspection that it contends was non-conforming. Instead, it responds by citing four reports under Rule 33(d). This does not answer the interrogatory.

#### **REQUEST TO CURE:**

The State must identify each allegedly non-conforming inspection by date and describe its assigned scope.

### **B. Interrogatory No. 3(c) – Failure to Identify Specific Evaluations Allegedly Required but Not Performed.**

Interrogatory No. 3(c) required the State to identify “*the specific evaluations that the State contends were required under the 2014 and 2019 AECOM Contracts, but that AECOM allegedly failed to perform.*”

The State does not identify a single evaluation by name, date, or scope. Instead, it incorporates prior responses that focus largely on contract provisions and general theories of breach, not on discrete “evaluations” that supposedly were never performed.

### REQUEST TO CURE:

The State must identify each evaluation it contends was required but not performed, specify when it was required, and identify the contract provisions mandating it.

#### **C. Interrogatory No. 3(e) – Failure to Provide Factual Basis for Alleged Report Deficiencies.**

Interrogatory No. 3(e) required the State to identify the factual basis for asserting that specific reports were deficient.

In response, the State asserts that certain reports “did not properly advise” the State and lists generalized omissions but does not:

- identify any page or section of the reports,
- identify specific language allegedly deficient, or
- tie any omission to a particular contractual requirement.

### REQUEST TO CURE:

The State must identify the specific report, the precise portion allegedly deficient, and the factual basis for that assertion.

#### **D. Interrogatory Nos. 4 (c) & 9 (b) – Lack of Specificity on Repairs Allegedly Not Recommended**

Interrogatory Nos. 4(c) and 9 (b) required the State to identify “*the specific repairs that the State contends should have been recommended, but were not.*”

Instead of providing this information, the State provides only broad categories of repairs—e.g., “*repairs to strengthen, minimize, or address section loss*”—instead of listing the specific repairs, their locations, methods, and timing that the State claims AECOM should have recommended.

General references to strengthening or addressing deterioration are insufficient to satisfy this interrogatory.

### REQUEST TO CURE:

The State must identify each specific repair it contends that AECOM should have recommended but did not.

#### **E. Interrogatory No. 4(d) - Conclusory Assertions on What AECOM “Should Have Known”**

Interrogatory No. 4(d) required the State to identify “*the factual basis for asserting that AECOM knew or should have known such repairs were necessary.*”

Instead of providing this information, the State responded with: AECOM “*knew or should have known*” because the bridge structure file “*could and should have revealed*” the existence and significance of tie-down rods, prior rehabilitation plans, and deterioration in the PT system.

The State does not identify:

- The specific information allegedly available to AECOM;
- When such information was available;
- How that information allegedly put AECOM on notice; or
- What analysis AECOM purportedly should have performed in light of that information.

A conclusory statement that AECOM “*should have known*” is not responsive.

### REQUEST TO CURE:

The State must identify the specific facts and documents on which it relies to support its knowledge allegation.

#### **F. Interrogatory Nos. 4(e) & 9(d) – Causation: Whether Specific Repairs Would Have Prevented the Closure**

Interrogatory Nos. 4(e) and 9(d) required the State to state whether it contends that implementation of any allegedly omitted repair would have prevented the December 2023 emergency closure and, if so, to identify the repair and explain how it would have prevented the closure.

The State provides a generalized causation statement but does not:

- Identify which specific repair(s) it contends would have prevented the closure;
- Explain the mechanism by which such repair(s) would have avoided the structural condition that led to the closure; or
- Identify any factual basis supporting that conclusion.

### REQUEST TO CURE:

If the State contends that specific repairs would have prevented the closure, it must identify them and explain the factual basis for that assertion.

#### **G. Interrogatory No. 6(a) - Failure to Identify the Specific Reports, Drawings, and Plans AECOM Allegedly Failed to Review.**

Interrogatory No. 6(a) required the State to identify each specific report, drawing, plan, or other document that the State contends AECOM was required to review but failed to review.

The State’s Answer does not provide an actual list of the “specific reports, drawings, and plans” it claims AECOM failed to review. Instead, the State offers only broad categories, such as:

“the Original Design Plans and the design plans and drawings for the 1996–1998 rehabilitation,” and

- “the bridge structure file.”

General references to categories of documents is insufficient. The State's failure to identify a single specific document renders the response incomplete and non-responsive.

### **REQUEST TO CURE:**

The State must provide a complete, itemized list of each and every specific report, drawing, plan, or other document that the State contends AECOM failed to review, by name, date, author, and/or Bates number if known.

#### **H. Interrogatory No. 6(c) - Failure to Explain the Basis for the Alleged Obligation to Review Each Document.**

Interrogatory No. 6(c) required the State to state the basis for asserting that AECOM was obligated to review each specific document identified in 6(a).

The State's response largely repeats general standard of care and contractual language, often by restating long contract/manual provisions or referencing prior answers but fails to explain why or how the cited requirements made AECOM's review of the specific cited documents mandatory in each instance.

### **REQUEST TO CURE:**

For each document or item identified in response to subpart (a), the State must state with specificity the basis for the State's assertion that review of this document was contractually or professionally required.

#### **I. Interrogatory No. 7(a) – Failure to Provide Factual Basis.**

Interrogatory No. 7(a) required the State to identify the factual basis for its contention that AECOM "failed to recognize the importance and significance of the tie-down rods."

The State's answer asserts generally that AECOM "failed to reference the tie-down rods in inspection reports" even though they were "visibly depicted in photographs," but the State does not identify:

- which specific inspection reports are being referenced,
- the dates of those reports,
- which photograph(s) purportedly showed the rods,
- the location or Bates numbers of those photographs, or
- the AECOM personnel allegedly involved.

This generic allegation does not provide the specific facts required.

### **REQUEST TO CURE:**

The State must identify the specific reports and photographs which purportedly depict the tie-down rods, including the dates, the inspection or report titles, the relevant page or photo numbers, and the personnel responsible.

**J. Interrogatory No. 7(c) - Failure to Specify When and How AECOM Allegedly Should Have Recognized the Significance of the Tie-Down Rods.**

Interrogatory No. 7(c) required the State to identify when and how the State contends that AECOM should have recognized the importance or significance of the tie-down rods.

In response, the State provides a lengthy list of time periods and documents in which it asserts AECOM “should have recognized” the importance of the tie-down rods. However, the State does not:

- identify any specific instance in which AECOM purportedly failed to recognize the rods;
- cite any specific report, page, section, or photograph that should have prompted recognition;
- explain what information in each instance should have alerted AECOM; or
- connect any cited document to any alleged omission.

The State’s answer therefore does not provide the detailed required by Interrogatory No. 7(c).

**REQUEST TO CURE:**

For each listed instance, the State must specify when and how AECOM should have recognized the importance or significance of the tie-down rods, including the underlying factual basis.

**K. Interrogatory No. 7(d) - Failure to Identify the Specific Inspections, Reports, or Communications in Which the Alleged Failure Should Have Been Addressed.**

Interrogatory No. 7(d) required the State to identify each inspection, report, or communication in which the State contends AECOM should have addressed the significance of the tie-down rods.

Instead of listing the specific inspections, reports, or communications in which the alleged failure should have been addressed, the State merely references its answer to 7(c), further compounding the lack of concrete, individualized information. This is plainly deficient. Subpart 7(d) requires document-specific identification, not a blanket cross-reference to an already non-specific narrative.

**REQUEST TO CURE:**

The State must specifically identify and describe each inspection, report, or communication in which the State contends the failure should have been addressed.

**L. Interrogatory No. 8(a) – Non-Specific Answer to Dates, Locations and Scopes**

Interrogatory No. 8(a) required the State to identify the dates, locations, and scope of each inspection where cracking was present and should have been investigated or evaluated.

The State’s response provides only broad statements—e.g., that AECOM conducted “routine and/or special inspections in 2015, 2017, 2019, 2020, and 2023” and allegedly failed to evaluate cracking documented in those years. However, the State does not identify:

- the exact dates of any inspection;
- the locations within the bridge where cracking was observed; or
- the scope of the inspection performed on each date;

As a result, the State's answer is non-responsive and must be supplemented.

#### **REQUEST TO CURE:**

The State must identify: (i) the exact dates of any inspection; (ii) the locations within the bridge where cracking was observed; and (iii) the scope of the inspection performed on each date.

#### **M. Interrogatory No. 10 (a) – Failure to Identify Inspection Specific Facts or Applicable Standard of Care**

Interrogatory No. 10 (a) required the State to identify, for each of the six inspections listed in paragraph 115 of the Amended Complaint, the following:

1. The specific factual basis for asserting that each inspection failed to conform to the applicable standard of care; and
2. The specific standard of care that the State contends applied to each individual inspection.

In its Supplemental Answer, the State does not provide any inspection-specific facts or standards. Instead, the State repeats its earlier generalized allegations—including broad assertions that AECOM failed to evaluate cracking, failed to investigate the post-tensioning system, and failed to recommend further evaluation—and incorporates prior interrogatory responses that are likewise non-specific. Thus, the State's supplemental answer is non-responsive and plainly deficient.

#### **REQUEST TO CURE:**

For each of the six inspections listed in Interrogatory No. 10, the State must provide the factual basis for any alleged failure to meet the standard of care, as well as the specific standard of care that the State contends applied to each inspection.

#### **N. Interrogatory No. 10(b) – Complete Failure to Identify Any Notifications of Alleged Deficiencies**

Interrogatory No. 10(b) required the State to state whether the State or RIDOT ever notified AECOM of alleged deficiencies in any of the six inspections identified in Interrogatory No. 10, and if so, to state the date, method, and substance of each notification.

In its Supplemental Answer, the State provides no response at all to this question. Instead, it asserts "*The State relied upon the professional advice, findings, and recommendations of its experts, including AECOM, with respect to structural deficiencies in the Washington Bridge.*" This is a complete failure to respond.

#### **REQUEST TO CURE:**

The State must provide a complete and amended response to Interrogatory No. 10(b) that

1. States whether the State or RIDOT ever notified AECOM of alleged deficiencies in any of the six inspections;
2. If yes, identifies for each inspection:
  - a. the date of the notification,
  - b. the method of communication (e.g., email, meeting, letter), and
  - c. the substance of the notification; and
3. Identifies all documents and communications reflecting any such notifications.

**O. Interrogatory Nos. 11-13 – Failure to Identify the Fiduciary Duties The State Contends AECOM Breached**

Interrogatory Nos. 11-13 sought information related to the State's breach of fiduciary duty count against AECOM. Each of these interrogatories required the State, among other things, to identify: (1) the specific fiduciary duties AECOM allegedly breached; and (2) the contractual or legal basis for asserting that such fiduciary duties were created.

The State responded to these subparts by simply stating: "*See response to Interrogatory No. 6(b)*," which describes general duties of professional engineers in Rhode Island, but does not identify any fiduciary duty actually alleged, any contract provision creating such a duty, or any facts indicating agreement to operate as a fiduciary. Thus, the State's Supplemental Answers to Interrogatory Nos. 11-13 fails to provide the required information.

**REQUEST TO CURE:**

The State must provide supplemental answers to Interrogatory Nos. 11-14 that includes identification of:

1. Each fiduciary duty the State claims AECOM assumed and breached; and
2. The contractual or legal basis for asserting that such fiduciary duties were created.

**P. Interrogatory No. 18 – Failure to Identify Specific Misrepresentations**

Interrogatory No. 18 required the State to identify each specific alleged misrepresentation, including: the precise statement, the date, the context and manner of communication, the AECOM individual who made the statement, the RIDOT recipient, and the supporting or refuting documents.

In its Supplemental Answer, the State provides none of this required information. Instead, the State offers only broad categories of alleged misrepresentations, such as generalized claims that AECOM misrepresented its familiarity with the Washington Bridge, its competence, and its ability to perform inspections or serve as Owner's Representative, but the State does not quote, paraphrase, or identify a single actual statement.

The State further fails to identify:

- Any dates on which any alleged misrepresentation occurred;
- Any context or manner of communication (e.g., proposal language, oral statements, meetings, emails, reports);
- Any AECOM speaker, despite the interrogatory expressly requiring identification of the individual(s) who made each statement;
- Any RIDOT recipient, despite being explicitly asked to do so;
- Any specific documents or communications supporting each distinct allegation, instead referring generically to prior interrogatory answers and broad Bates ranges without tying any document to any misrepresentation.

As a result, the State's response is wholly deficient.

### **REQUEST TO CURE:**

The State must identify each specific alleged misrepresentation, along with the date, context, manner, AECOM speaker, and RIDOT recipient.

#### **Q. Interrogatory No. 19 – Failure to Provide the Factual Basis for Knowledge of Falsity**

Interrogatory No. 19 seeks the factual basis for the State's assertion that AECOM had actual or constructive knowledge of the alleged falsity of each misrepresentation at the time it was made, and all documents supporting or refuting that allegation.

The State's Supplemental Answer provides no facts tied to knowledge, and does not identify a single instance in which AECOM is alleged to have known any representation was false when made. Instead, the State:

- Recites generic performance criticisms, such as alleged failures to evaluate cracking or deficiencies in reviewing the bridge structure file—none of which establishes AECOM's contemporaneous awareness that any representation was false.
- Asserts only that "AECOM should have known" of the falsity of its representations—an unsupported conclusion rather than a factual basis showing knowledge.
- Fails to identify what information AECOM possessed, reviewed, received, or had access to that would have revealed any falsity at the time.
- Provides no linkage between any of the alleged misrepresentations described in Interrogatory No. 18 and any corresponding fact showing actual or constructive knowledge.
- Identifies no documents or communications evidencing contemporaneous knowledge, instead referring only to Interrogatory No. 1(f)—a broad reference that is not tied to knowledge-of-falsity and does not identify any supporting Bates-labeled materials.

As a result, the State has not identified a single fact nor document showing that AECOM knew any representation was false when made. Without such information, the Interrogatory remains entirely unanswered.

## REQUEST TO CURE:

The State must identify all facts showing AECOM's actual or constructive knowledge of the alleged falsity at the time, tied explicitly to each misrepresentation.

### **R. Interrogatory No. 20 – Failure to Provide Any Facts Supporting RIDOT's Alleged Reliance**

Interrogatory 20 required the State to identify how RIDOT relied on each alleged misrepresentation, including the actions taken in reliance, why that reliance was reasonable, the criteria and standards RIDOT used in selecting AECOM, the individuals involved in decision-making, and all supporting documents.

The State's response is again profoundly deficient:

- It identifies no specific action RIDOT took in reliance on any particular misrepresentation.
- It provides no explanation of why any reliance was reasonable or justified, offering only cross-references to prior interrogatories that do not address reliance.
- It identifies no RIDOT criteria or standards used in selecting AECOM, instead citing voluminous document sets without summarizing or pointing to the responsive portions.
- It identifies no RIDOT personnel involved in the evaluations or decisions, despite the express requirement to do so.
- It again relies on Rule 33(d) and broad Bates ranges, but provides no narrative explanation or document-specific summaries—an improper use of Rule 33(d).

As a result, the State has not articulated any factual basis for its assertion that RIDOT relied—reasonably or otherwise—on any AECOM statement.

## REQUEST TO CURE:

The State must identify all actions RIDOT took in reliance on each misrepresentation, the factual basis for claiming reliance was reasonable and justified, the criteria and standards used in its selection decisions, the individuals involved, and the influence of any evaluations.

### **S. Interrogatory No. 22 — Failure to Identify Alternative Causes, Contributing Factors, or Investigators**

Interrogatory No. 22 required the State to 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, and to specify (a) who performed each consideration or investigation, (b) the conclusions reached, and (c) the supporting facts and documents.

In its Supplemental Answer, the State identifies only one document—a WJE draft “Forensic Evaluation and Procedural Audit” report—and generically references that “twelve other defendants” are alleged to be responsible. The State does not identify:

1. Any alternative causes that were considered or investigated;

2. Any individuals, firms, or agencies who conducted such evaluations;
3. Any conclusions reached as to any potential cause or contributing factor; or
4. Any facts, analyses, or communications supporting the existence of alternative theories.

The State's single-document response does not satisfy this requirement and fails to disclose the basic information needed for AECOM to assess the State's causation theories.

#### **REQUEST TO CURE:**

The State must serve a complete and amended response to Interrogatory No. 22 that:

1. Identifies each alternative cause or contributing factor the State considered or investigated;
2. Identifies each individual, firm, or entity who performed such investigation or analysis;
3. Describes the conclusions reached with respect to each such factor; and
4. Produces or identifies the documents and communications reflecting each evaluation, as required by the Interrogatory and each of its subparts.

#### **T. Interrogatory No. 23 — Failure to Identify Any Requests or Recommendations for NDT**

Interrogatory No. 23 required the State to identify whether AECOM or any other inspection firm requested authorization from RIDOT to perform, or recommended that RIDOT perform, nondestructive or subsurface testing (NDT) on the Washington Bridge, and to specify: (a) who made the request or recommendation; (b) the basis and substance of the request or recommendation; and (c) whether RIDOT approved, denied, or implemented it and why.

In its Supplemental Answer, the State does not answer the question posed. Rather than stating whether any firm ever requested or recommended NDT, the State:

- Recites that certain testing was ultimately performed;
- Describes portions of AECOM's own evaluations that included NDT; and
- Improperly directs AECOM to "see Interrogatory 28."

By providing only a narrative describing testing that occurred, and by relying on a cross-reference to a different interrogatory that does not supply the required information, the State fails to address the essential purpose of Interrogatory No. 23.

#### **REQUEST TO CURE:**

The State must provide a complete and amended response to Interrogatory No. 23 that:

1. Identifies whether any firm (including AECOM or any other inspector, consultant, or contractor) ever requested or recommended that RIDOT perform NDT on the Washington Bridge;

2. Identifies the requestor, including the individual name and company;
3. Provides the date, communication medium, and substance of each request or recommendation; and
4. Describes RIDOT's response to each request, including whether RIDOT approved, denied, deferred, or otherwise addressed the recommendation, and why.

**U. Interrogatory No. 24 — Improper Deferral to Future Document Production; Reliance on Another Defendant's Responses**

Interrogatory No. 24 required the State to identify all individuals employed by the State or RIDOT who were responsible for overseeing, supervising, reviewing, analyzing, evaluating, performing engineering analyses, or managing work related to AECOM's services on the Washington Bridge between 2010 and 2023, and to provide detailed information about each individual's duties, background, qualifications, judgment, and applicable evaluation procedures.

In its Supplemental Answer, the State does not identify a single individual. Instead, the State:

- Defers all responsive information until after its document production is complete, asserting that the requested information "may be derived" from the State's future production; and
- Incorporates by reference "Answer No. 6 to VHB's First Set of Interrogatories."

This approach is non-responsive and obscures the State's actual knowledge.

**REQUEST TO CURE:**

The State must provide a complete and amended response to Interrogatory No. 24 that:

1. Identifies all individuals employed by the State or RIDOT who oversaw, supervised, reviewed, analyzed, evaluated, or managed AECOM's work from 2010–2023, including the information required by subparts (a) through (g); and
2. Provides the required details now, rather than deferring to future document production or citing unidentified documents.

**V. Interrogatory 29 — Refusal to Provide a Maintenance Timeline**

Interrogatory No. 29 required the State to provide a complete, chronological 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, including:

- a. the date(s) of each activity,
- b. the nature and scope of the work,
- c. the entity or personnel who performed it,
- d. the triggering reason or event,

- e. any related contracts, and
- f. the documents and communications relating to each activity.

In its Supplemental Answer, the State does not provide any portion of the requested timeline. Instead, the State objects that the request is “unduly burdensome,” and asserts that the information “may be derived or ascertained” from its production under Rule 33(d),

This response is improper. The Interrogatory seeks a routine form of factual disclosure – a chronological description of the State’s own actions, which the State is uniquely positioned to provide.

### **REQUEST TO CURE:**

The State must serve a complete and amended response to Interrogatory No. 29 that:

1. Provides the required chronological timeline, covering all maintenance, cleaning, servicing, inspection, rehabilitation, and related work performed from January 1, 2005 to present; or
2. Identifies with specificity the documents containing each event’s date, description, and responsible entity.

### **III. AECOM’S DEMAND FOR THE STATE TO CURE DISCOVERY DEFICIENCIES**

AECOM restates and renews its demand that the State take immediate and concrete steps to cure the discovery deficiencies outlined above.

**AECOM requests amended responses within seven (7) days of this letter.** If the State fails to cure these deficiencies, AECOM will renew its motion to compel and seek all appropriate relief under Rule 37, including costs and fees.

AECOM expressly reserves all rights with respect to the State’s deficient responses, including the right to seek judicial relief.

Thank you.

Very truly yours,

COZEN O’CONNOR



By: Wendy K. Venoit

WKV

CC:

Lawrence Prosen, Esq. (via email - [lprosen@cozen.com](mailto:lprosen@cozen.com))

Michael Filbin, Esq. (via email - [mfilbin@cozen.com](mailto:mfilbin@cozen.com))

# **EXHIBIT I**

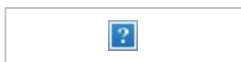
**From:** [Filbin, Michael](#)  
**To:** [Takisha Richardson](#); [ag@riag.ri.gov](#); [srice@riag.ri.gov](#); [sprovazza@riag.ri.gov](#); [Theodore Leopold](#); [Leslie Mitchell Kroeger](#); [Diana L. Martin](#); [Poorad Razavi](#); [js@savagelawpartners.com](#); [mrobinson@savagelawpartners.com](#); [epare@savagelawpartners.com](#)  
**Cc:** [Venoit, Wendy K.](#); [Prosen, Lawrence M.](#); [DeMattia, Melanie D.](#); [Jenkins, Madeline](#)  
**Subject:** RE: State v. AECOM et. al. -- AECOM's Notice of Discovery Deficiency re The State's Answers to Interrogatories  
**Date:** Friday, March 6, 2026 9:42:36 AM  
**Attachments:** [image001.gif](#)

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Counsel:

We did not receive a response and therefore intend on moving forward with a motion to compel.

Thank you,  
Mike



**Michael Filbin**  
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**From:** Filbin, Michael <MFilbin@cozen.com>  
**Sent:** Thursday, February 26, 2026 11:11 AM  
**To:** Takisha Richardson <TRichardson@cohenmilstein.com>; [ag@riag.ri.gov](#); [srice@riag.ri.gov](#); [sprovazza@riag.ri.gov](#); Theodore Leopold <tleopold@cohenmilstein.com>; Leslie Mitchell Kroeger <LKroeger@cohenmilstein.com>; Diana L. Martin <DMartin@cohenmilstein.com>; Poorad Razavi <prazavi@cohenmilstein.com>; [js@savagelawpartners.com](#); [mrobinson@savagelawpartners.com](#); [epare@savagelawpartners.com](#)  
**Cc:** Venoit, Wendy K. <WVenoit@cozen.com>; Prosen, Lawrence M. <LProsen@cozen.com>; DeMattia, Melanie D. <MDeMattia@cozen.com>; Jenkins, Madeline <MadelineJenkins@cozen.com>  
**Subject:** State v. AECOM et. al. -- AECOM's Notice of Discovery Deficiency re The State's Answers to Interrogatories

Counsel:

Please see attached.

Thank you,  
Mike



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# **EXHIBIT J**

**Exhibit J – Summary of Systemic Rule 33 Deficiencies**

Note: The full text of AECOM’s First Set of Interrogatories and the State’s responses appear in the State’s Supplemental Answers. This exhibit summarizes the disputed interrogatories, the State’s responses, the Rule 33 deficiencies, and the relief requested.

No.	Interrogatory (Summary)	State’s Response (Summary)	Deficiency	Relief Requested
2(c)	Identify each allegedly non-conforming inspection, including date and scope.	The State identified no inspection, no date, and no scope. Instead, it blindly cited several reports prepared by AECOM under Rule 33(d).	Improper Rule 33(d) reliance and incomplete response. The State does not identify the inspections at issue or what content therein is allegedly non-conforming or what makes it non-conforming.	Compel identification of each allegedly non-conforming inspection by date and scope.
3(c)	Identify the evaluations allegedly required under AECOM’s contracts but not performed.	The State did not identify any specific evaluation or contract provisions relating thereto, but instead cross-referenced other responses, none of which answer this interrogatory.	Improper cross-reference and incomplete response. No specific evaluation is identified.	Compel identification of each allegedly omitted evaluation, with timing and contractual basis.
3(e)	State the factual basis for alleging AECOM failed to perform evaluations and identify the specific deficient reports and portions thereof.	The State cited generic and generalized omissions in unspecified AECOM reports but did not identify the factual basis or specific report portions at issue.	Conclusory and incomplete. The response does not identify supporting facts or precise report portions/elements.	Compel the factual basis for each alleged omission and identification of each report and precise portion at issue.

No.	Interrogatory (Summary)	State's Response (Summary)	Deficiency	Relief Requested
4(c) & 9(b)	Identify each repair the State contends AECOM should have recommended but did not.	The State identified only a few generic and broad repair categories, not the specific repairs, locations, methods, or timing at issue.	Incomplete response. General categories do not identify the repairs at issue.	Compel identification of each specific repair allegedly omitted.
4(d)	State the factual basis for the allegation that AECOM knew or should have known repairs were necessary.	The State relied on general assertions and a general reference to a "bridge structure file" but did not identify the information, timing, or notice theory at issue. It also failed to provide any specificity as to what and where in that file AECOM should look.	Conclusory and incomplete. The response does not identify the facts supporting notice.	Compel the specific facts, documents, and timing supporting the alleged notice.
4(e) & 9(d)	State whether omitted repairs would have prevented the December 2023 closure and, if so, identify the repairs and explain how.	The State gave a general causation assertion but did not identify the repairs, mechanism, or supporting facts and bases therefore.	Conclusory and incomplete. The response does not state the factual basis for causation.	Compel identification of the repairs allegedly omitted and how they would have prevented the closure.

No.	Interrogatory (Summary)	State's Response (Summary)	Deficiency	Relief Requested
6(a)	Identify each report, drawing, plan, or other document AECOM allegedly was required to review but did not.	The State cited some broad categories ( <i>e.g.</i> , “Original Design Plans,” “1996–1998 rehabilitation plans,” “bridge structure file”) without identifying a specific document, the locations of those files or make a determination whether those files were even provided contemporaneously to AECOM by the State.	Incomplete response. The State does not identify the documents or locations thereof at issue.	Compel identification of each document by name, date, author, and Bates number if known.
6(c)	State the basis for asserting AECOM was required to review each document identified in 6(a).	The State repeated general contract and standard-of-care language but did not explain why review of each document was allegedly required, or whether those documents were provided contemporaneously to AECOM.	Incomplete response. The interrogatory requires document-specific facts, not general standards.	Compel a document-specific basis for each item identified in 6(a).
7(a)	State the factual basis for the allegation that AECOM failed to recognize the significance of the tie-down rods.	The State asserted generally that inspection reports omitted the tie-down rods although photographs showed them. No factual or evidentiary basis is provided by the State in support of its answer and the underlying allegation. The State simply makes a conclusory answer.	Incomplete response. The State does not identify the reports, photographs, dates, or personnel at issue and makes a purely conclusory response without any basis in fact or the record identified.	Compel identification of the specific reports, photographs, dates, and personnel supporting the allegation.

No.	Interrogatory (Summary)	State's Response (Summary)	Deficiency	Relief Requested
7(c)	Identify when and how AECOM allegedly should have recognized the significance of the tie-down rods.	The State listed some general time periods and documents in its response, but did not identify the triggering information or explain how recognition allegedly should have occurred. The State also did not point to any evidence supporting this allegation.	Incomplete response. The State does not identify the facts supporting when and how recognition should have occurred.	Compel the factual basis for when and how AECOM allegedly should have recognized the tie-down rods.
7(d)	Identify each inspection, report, or communication in which AECOM allegedly should have addressed the tie-down rods.	In response, the State alleged that, 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).	Improper cross-reference and incomplete response. No specific inspection, report, or communication is identified and this conclusory response is wholly unsupported by the record or evidence.	Compel identification of each inspection, report, or communication at issue.
8(a)	Identify the dates, locations, and scope of each inspection where cracking was present and allegedly should have been investigated.	The State cited broad general year ranges and generic assertions about inspections and cracking.	Incomplete response. The State does not identify exact dates, locations, or scope in support of its allegation and interrogatory response.	Compel identification of the dates, locations, and scopes of each inspection at issue and as alleged.

No.	Interrogatory (Summary)	State's Response (Summary)	Deficiency	Relief Requested
10(a)	For each of six identified inspections, state the factual basis for the alleged standard-of-care breach and the specific standard of care allegedly applicable.	The State repeated generalized allegations and incorporated prior non-specific and often irrelevant responses.	Improper cross-references and incomplete response. The State does not provide inspection-specific facts or standards to support its initial allegation.	Compel an inspection-specific factual basis and standard of care for each inspection.
10(b)	State whether the State or RIDOT notified AECOM of alleged deficiencies in the six inspections and, if so, provide the date, method, and substance.	The State did not answer whether any such notice was given, and if so when – this is the very substance of this interrogatory.	Complete failure to answer.	Compel a response stating whether notice was given and, if so, the date, method, and substance thereof.
11-13	Identify the fiduciary duties AECOM allegedly assumed towards the State and breached, and the contractual or legal basis for those alleged duties.	The State responded only by cross-referencing Interrogatory 6(b), which addresses general professional duties.	Improper cross-reference and incomplete response. The State identifies no specific fiduciary duty or the basis for it.	Compel identification of each alleged fiduciary duty and its contractual or legal basis.
18	Identify each alleged misrepresentation, including the statement, date, context, speaker, recipient, and supporting documents.	The State identified only broad, non-specific categories of alleged misrepresentations.	Incomplete response. The State does not identify the specific statements, dates, context, speakers, or recipients.	Compel identification of each alleged misrepresentation and the required particulars.

No.	Interrogatory (Summary)	State's Response (Summary)	Deficiency	Relief Requested
19	State the factual basis for alleging AECOM knew or should have known each alleged misrepresentation was false when made.	The State cited some general alleged failures relating to tie-down rods, cracking, and the post-tensioning system but identified no facts showing contemporaneous knowledge.	Conclusory and incomplete. The response identifies no facts supporting knowledge of falsity when the statements were made or the underlying allegation.	Compel the factual basis for alleged knowledge of falsity as to each misrepresentation.
20	Identify how RIDOT allegedly relied on each claimed misrepresentation, including actions taken, reasonableness, decisionmakers, criteria, and supporting documents.	The State cited pre-award bids/proposals, letters, and evaluation memoranda (to which AECOM was not a party or privy) but did not identify specific reliance actions, decisionmakers, criteria, or reasonableness of underlying facts.	Improper Rule 33(d) reliance and incomplete response. The State does not state the facts supporting reliance.	Compel the factual basis for reliance, including actions, decisionmakers, criteria, and reasonableness.
21	Seeks each category of claimed damages, including amount, calculation, dates, causation, supporting documents, mitigation, allocation, and other-source recoveries.	The State has provided absolutely no substantive answer, asserting prematurity and ongoing-discovery objections, invoked the collateral source rule as to subpart (j), and promised supplementation.	Complete failure to answer. The response identifies no damages facts, amounts, calculations, or supporting information. This is further complicated by the fact that the Amended Complaint does not identify any of this information whatsoever. This is highly prejudicial not only to AECOM but the other-co-defendants and their ability to understand the basics of the State's case and how to develop defenses against that case.	Promptly compel a full subpart-by-subpart damages response.

No.	Interrogatory (Summary)	State's Response (Summary)	Deficiency	Relief Requested
22	Identify alternative causes or contributing factors, who investigated them, the conclusions reached, and supporting documents.	The State cited one "draft" report under Rule 33(d) and referred generally to other unidentified defendants without identifying any alternative cause or conclusion.	Improper Rule 33(d) reliance and incomplete response. The State does not disclose its causation contentions.	Compel identification of each alternative cause, investigator, conclusion, and supporting documents.
23	State whether any firm requested or recommended nondestructive testing, who did so, when, why, and RIDOT's response.	The State described in general terms some testing that occurred and cross-referenced Interrogatory 28 but did not answer whether any request or recommendation was made and if so by who.	Improper cross-reference and incomplete response. The State does not answer the interrogatory's core question.	Compel identification of each nondestructive testing request or recommendation and RIDOT's response.
24	Identify all State or RIDOT personnel overseeing AECOM's work, with duties and qualifications.	The State said the information may be derived from the State's document production and incorporated its answer to another party's interrogatory.	Improper Rule 33(d)-style deferral and improper cross-reference. The State identifies no personnel or required details. It also did not identify where in the productions, many of which occurred after the answers to interrogatories were served, these materials were/are.	Compel identification of all responsive personnel, with duties and qualifications.
29	Provide a chronological timeline of maintenance, inspection, and rehabilitation work from 2005 to present.	The State provided no timeline, objected to this interrogatory as burdensome, and invoked Rule 33(d) without identifying specific documents.	Improper Rule 33(d) reliance and incomplete response. The State provides no timeline or specific record citations.	Compel a chronological timeline or specific record citations for each event.