

STATE OF RHODE ISLAND  
PROVIDENCE COUNTY

SUPERIOR COURT

STATE OF RHODE ISLAND,

*Plaintiff,*

v.

C.A. No. PC-2024-04526

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.,  
TRANSYSYSTEMS CORPORATION, and  
VANASSE HANGEN BRUSTLION, INC.

*Defendants.*

**DEFENDANT BARLETTA/AETNA I-195 WASHINGTON BRIDGE NORTH PHASE 2  
JV, FIRST SET OF REQUESTS FOR ADMISSIONS TO PLAINTIFF**

Defendant, Barletta/Aetna I-195 Washington Bridge North Phase 2 JV (“JV”), through its undersigned counsel and pursuant to Rule 36 of the Rhode Island Rules of Civil Procedure, hereby serves its Requests for Admissions on Plaintiff, the State of Rhode Island (“State”), and requests a response within thirty (30) days after service.

**DEFINITIONS AND INSTRUCTIONS**

1. The term “**AMENDED COMPLAINT**” refers to the amended civil complaint filed by the State of Rhode Island v. AECOM Technical Services, Inc., et al. in Providence Superior Court, Civil Action No. PC-2024-04526, on April 14, 2025.

2. The terms “**PLAINTIFF**,” “**STATE**,” “**RIDOT**,” “**YOU**,” or “**YOUR**” shall mean

the Plaintiff, State of Rhode Island, acting through the Rhode Island Department of Transportation, and/or its agents and all other persons acting on its behalf.

3. The terms “**DEFENDANT**” or “**JV**” mean Barletta/Aetna I-195 Washington Bridge North Phase 2 JV, together with their affiliates, agents, trustees, employees, representatives, predecessors, or anyone else acting on their behalf.

4. The term “**PERSON**” means any natural person, entity, or organization, including any divisions, departments, subsidiaries, or other units thereof.

5. The term “**COMMUNICATION**” means any and all recordings of any transfer of information, ideas, opinions, or thoughts, made by any means, at any time or place, under any circumstances. COMMUNICATIONS include but are not limited to direct exchanges between PERSONS, and may be embodied in any means or media.

6. The term “**2021 RFP**” shall mean the Requests for Proposals/Bid No. 7611889, entitled “Best Value Design-Build Procurement for Bridge Group 57T-10: I-195 Washington North Phase 2”.

7. The term “**DESIGN-BUILD PROPOSERS**” shall refer to proposers who submitted technical and price proposals in response to the 2021 RFP.

8. The term “**PROJECT**” shall mean the design and construction project known as the I-195 Washington North Phase 2 Project in connection with the 2021 RFP.

9. The term “**2021 DESIGN-BUILD CONTRACT**” shall mean the contract, 2021-DB-020, entered into between the JV and RIDOT regarding the PROJECT.

10. The term “**LICHTENSTEIN REPORT**” shall mean the January 27, 1992 Lichtenstein & Associates inspection report, as referenced in AMENDED COMPLAINT ¶¶ 33-39.

11. The term “**POST-CLOSURE**” refers to all events occurring after the closure of the WASHINGTON BRIDGE on December 11, 2023, RELATED TO the WASHINGTON BRIDGE.

12. The term “**WASHINGTON BRIDGE**” refers to I-195 westbound Washington Bridge in Rhode Island, formally known as the Washington Bridge North No. 700, which was

constructed in 1967 and opened to traffic in 1968.

13. The term “**WASHINGTON BRIDGE NO. 200**” refers to eastbound Washington Bridge, formally known as Rhode Island Bridge No. 200, which was constructed between 1928 and 1930 and was used to connect Providence to East Providence for both eastbound and westbound traffic.

14. Capitalized terms not otherwise defined herein shall take on their meaning set forth in the 2021-DESIGN-BUILD CONTRACT, Part 3, Appendix C: Abbreviations, Definitions, and Terms.

15. The words “and” and “or” should be read inclusively, as “and/or.”

16. The words “any” and “all” should be read inclusively, as “any/all.”

17. References to the singular shall include the plural and references to the plural shall include the singular.

18. The use of a verb in any tense shall be construed as the use of the verb in that and all other tenses.

19. These requests for admissions are continuing so as to require supplemental responses in the event you, or any person acting on your behalf, obtain additional information between the time of the original response and conclusion of this matter.

20. Where any request cannot be complied with in full, the request shall be deemed to require you to provide the reasons for such inability to comply.

## **REQUESTS FOR ADMISSIONS**

1. Admit that the LICHTENSTEIN REPORT recommended RIDOT perform radiographic and other testing of the WASHINGTON BRIDGE before any attempts to rehabilitate the bridge.
2. Admit that RIDOT did not provide radiographic, ultrasonic shear wave tomography (“MIRA”), or ground penetrating radar (“GPR”) test results of the post-tensioning system of the WASHINGTON BRIDGE in the 2021 RFP.
3. Admit that the 2021 RFP did not provide DESIGN-BUILD PROPOSERS the LICHTENSTEIN REPORT.
4. Admit that RIDOT did not disclose the LICHTENSTEIN REPORT to the DESIGN-BUILD PROPOSERS.
5. Admit that the 2021 RFP required rehabilitation of the WASHINGTON BRIDGE.
6. Admit that the 2021 RFP did not require the WASHINGTON BRIDGE to be demolished and rebuilt.
7. Admit that before issuing the 2021 RFP, RIDOT determined the WASHINGTON BRIDGE could be rehabilitated.
8. Admit that the 2021 RFP did not require DESIGN-BUILD PROPOSERS to evaluate whether the WASHINGTON BRIDGE could be rehabilitated.
9. Admit that RIDOT did not request that DESIGN-BUILD PROPOSERS design a replacement for the WASHINGTON BRIDGE.
10. Admit that the 2021 RFP provided the BTC to the DESIGN-BUILD PROPOSERS.
11. Admit that the BTC defined the scope of the PROJECT.
12. Admit that proposals in response to the 2021 RFP were to be based on the BTC.
13. Admit that the BTC could not extend the life expectancy of the WASHINGTON BRIDGE by at least 25 years based upon the results of the POST-CLOSURE testing.
14. Admit that the 2021 DESIGN-BUILD CONTRACT required the JV to advance the BTC.

15. Admit that the BTC did not identify any structural deficiencies with the tie-down rods or prestressed concrete beams at Piers 6 and 7 of the WASHINGTON BRIDGE.

16. Admit that the BTC did not identify any structural deficiencies with the post-tensioning system of the WASHINGTON BRIDGE.

17. Admit that the BTC did not require any retrofit or remediation of the tie-down rods at Piers 6 or 7 or the post-tensioning system of the WASHINGTON BRIDGE.

18. Admit that the POST-CLOSURE testing revealed that successful rehabilitation of the WASHINGTON BRIDGE could not be achieved.

19. Admit that the POST-CLOSURE testing revealed structural deficiencies that could not be viably repaired.

20. Admit that, between January 1, 2013 and December 11, 2023, RIDOT did not assess through GPR or other radiographic testing whether the WASHINGTON BRIDGE could be viably rehabilitated.

21. Admit that, after December 11, 2023, RIDOT assessed whether the WASHINGTON BRIDGE could be viably rehabilitated.

22. Admit that RIDOT performed GPR, MIRA, and other testing of the WASHINGTON BRIDGE after December 11, 2023.

23. Admit that RIDOT stated, “[t]he failing components called anchor rods were identified by RIDOT consultants during an inspection of the ongoing work but in an area that was not part of the reconstruction project”, REGARDING the WASHINGTON BRIDGE.

24. Admit that the “reconstruction project” referenced in Request for Admission No. 23 refers to the PROJECT.

25. Admit that RIDOT determined to demolish and replace the WASHINGTON BRIDGE based upon the results of the GPR, MIRA, and other testing performed after December 11, 2023.

26. Admit that RIDOT could have performed the POST-CLOSURE testing protocol before issuance of the 2021 RFP.

27. Admit that the “the weight limit for trucks on the [WASHINGTON BRIDGE NO. 200] is 80,000 pounds.”

28. Admit that RIDOT has “structural concerns” REGARDING vehicles or trucks exceeding 96,000 pounds that traverse the WASHINGTON BRIDGE NO. 200.

29. Admit that 123 vehicles over 96,000 lbs. traversed over the WASHINGTON BRIDGE NO. 200 between January 15, 2025 to January 18, 2025.

30. Admit that 461 vehicles over 96,000 lbs. traversed over the WASHINGTON BRIDGE NO. 200 between January 19, 2025 to January 25, 2025.

31. Admit that 301 vehicles over 96,000 lbs. traversed over the WASHINGTON BRIDGE NO. 200 between January 26, 2025 to February 1, 2025.

32. Admit that 600 vehicles over 96,000 lbs. traversed over the WASHINGTON BRIDGE NO. 200 between February 2, 2025 to February 8, 2025.

33. Admit that 517 vehicles over 96,000 lbs. traversed over the WASHINGTON BRIDGE NO. 200 between February 9, 2025 to February 15, 2025.

34. Admit that 332 vehicles over 96,000 lbs. traversed over the WASHINGTON BRIDGE NO. 200 between February 16, 2025 to February 22, 2025.

35. Admit that 287 vehicles over 96,000 lbs. traversed over the WASHINGTON BRIDGE NO. 200 between February 23, 2025 to March 1, 2025.

36. Admit that 366 vehicles over 96,000 lbs. traversed over the WASHINGTON BRIDGE NO. 200 between March 2, 2025 to March 8, 2025.

37. Admit that 207 vehicles over 96,000 lbs. traversed over the WASHINGTON BRIDGE NO. 200 between March 9, 2025 to March 15, 2025.

38. Admit that 375 vehicles over 96,000 lbs. traversed over the WASHINGTON BRIDGE NO. 200 between March 16, 2025 to March 22, 2025.

39. Admit that 522 vehicles over 96,000 lbs. traversed over the WASHINGTON BRIDGE NO. 200 between March 23, 2025 to March 29, 2025.

40. Admit that 365 vehicles over 96,000 lbs. traversed over the WASHINGTON

BRIDGE NO. 200 between March 30, 2025 to April 5, 2025.

41. Admit that 600 vehicles over 96,000 lbs. traversed over the WASHINGTON BRIDGE NO. 200 between April 6, 2025 to April 12, 2025.

42. Admit that 683 vehicles over 96,000 lbs. traversed over the WASHINGTON BRIDGE NO. 200 between April 13, 2025 to April 19, 2025.

43. Admit that 446 vehicles over 96,000 lbs. traversed over the WASHINGTON BRIDGE NO. 200 between April 20, 2025 to April 26, 2025.

44. Admit that 324 vehicles over 96,000 lbs. traversed over the WASHINGTON BRIDGE NO. 200 between April 27, 2025 to May 3, 2025.

45. Admit that 471 vehicles over 96,000 lbs. traversed over the WASHINGTON BRIDGE NO. 200 between May 4, 2025 to May 10, 2025.

46. Admit that 457 vehicles over 96,000 lbs. traversed over the WASHINGTON BRIDGE NO. 200 between May 11, 2025 to May 17, 2025.

47. Admit that 525 vehicles over 96,000 lbs. traversed over the WASHINGTON BRIDGE NO. 200 between May 18, 2025 to May 24, 2025.

48. Admit that 573 vehicles over 96,000 lbs. traversed over the WASHINGTON BRIDGE NO. 200 between May 25, 2025 to May 31, 2025.

Dated: June 13, 2025

Respectfully submitted,

**FOLEY & LARDNER LLP**

/s/ Jeffrey R. Blease  
Jeffrey R. Blease (MB #675247)  
111 Huntington Avenue, Suite 2500  
Boston, MA 02199  
[jblease@foley.com](mailto:jblease@foley.com)  
*Admitted Pro Hac Vice*

Christopher D. Mellado (FB #1018915)  
301 E. Pine Street, Suite 1200  
Orlando, FL 32801  
[chris.mellado@foley.com](mailto:chris.mellado@foley.com)

*Admitted Pro Hac Vice*

*Lead Counsel for Barletta/Aetna I-195  
Washington Bridge North Phase 2 JV and  
Barletta*

**LYNCH & PINE**

/s/ Jeffrey B. Pine

Jeffrey B. Pine #2278  
1 Park Row, 5th Floor  
Providence, Rhode Island 02903  
[jpine@lynchpine.com](mailto:jpine@lynchpine.com)

*Attorney for Barletta/Aetna I-195 Washington  
Bridge North Phase 2 JV and Barletta*

**KELLY, SOUZA, PARMENTER &  
RESNICK, P.C.**

/s/ Jackson C. Parmenter

Jackson C. Parmenter #8396  
128 Dorrance Street, Suite 300  
Providence, Rhode Island 02903  
[jparmenter@ksprlaw.com](mailto:jparmenter@ksprlaw.com)

*Attorney for Barletta/Aetna I-195 Washington  
Bridge North Phase 2 JV and Lead Counsel  
for Aetna*



**CERTIFICATE OF SERVICE**

I hereby certify that this document was served through the Odyssey File & Serve System, and will be sent electronically to the registered participants as identified on the Case Service Contacts List and/or paper copies will be sent, postage pre-paid, to those indicated as non-registered participants on this 13th of June, 2025. The document is further available for viewing and/or downloading from the System.

/s/ Jeffrey B. Pine

Jeffrey B. Pine #2278