

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 REQUESTS FOR  
ADMISSIONS TO PLAINTIFF STATE OF RHODE ISLAND**

Pursuant to Rule 36 of the Rhode Island Superior Court Rules of Civil Procedure, Defendant AECOM Technical Services, Inc. ("AECOM"), by its undersigned counsel, hereby requests that Plaintiff State of Rhode Island ("Plaintiff" or the "State") admit the following requests in writing, and serve its response upon the undersigned attorneys within thirty (30) days of service of these requests for admission. AECOM reserves the right to submit further Requests for Admission at a later day.

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

5. “Include” or “including” means including, but not limited to.

6. “Joint Venture” means Defendant Barletta/Aetna I-95 Washington Bridge North Phase 2 JV, and its present or former employees, servants, attorneys, agents, consultants and other representatives or persons acting on its behalf or under its control.

7. “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

8. “Person” or “Persons” shall be deemed to mean any natural person or any business, legal, or governmental entity or association.

9. “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.

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

11. The terms the “State”, “State of Rhode Island”, “You”, and “Your” refer to the State of Rhode Island, including without limitation RIDOT, and its present or former employees,

servants, attorneys, agents, consultants, and other representatives or persons acting on its behalf or under its control.

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

13. “WJE” means Wiss Janney Elstner Associates, Inc., and its present or former employees, servants, attorneys, agents, consultants and other representatives or persons acting on its behalf under its control.

14. “WJE Forensic Evaluation” refers to the document titled I-95 Washington Bridge (700) Forensic Evaluation and Procedural Audit Related to PT Tie-Down Failures dated April 5, 2024, prepared by WJE.

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

### **INSTRUCTIONS**

1. In accordance with Rhode Island Superior Court Civil Procedure Rule 36, each matter is admitted by Plaintiff unless, within 30 days after service of this request, Plaintiff serves a written answer or objection addressed to the matter, signed by Plaintiff or its attorney.

2. Plaintiff's written response to these requests must comply with the requirements of Rhode Island Superior Court Civil Procedure Rule 36, including the requirements that:

- a. if a matter is not admitted, the answer must specifically deny it or state in detail why Plaintiff cannot truthfully admit or deny it;
- b. any denial must fairly respond to the substance of the matter;
- c. when good faith requires that Plaintiff qualify an answer or deny only a part of a matter, the answer must specify the part admitted and qualify or deny the rest; and

- d. Plaintiff may assert lack of knowledge or information as a reason for failing to admit or deny only if Plaintiff states that it has made reasonable inquiry and that the information it knows or can readily obtain is insufficient to enable it to admit or deny.
3. These requests for admission are continuing and require further answer and supplementation, as provided by Rhode Island Superior Court Civil Procedure Rule 36.
4. If you object to any request on the ground that the answer would reveal privileged information, please specify:
  - a. the nature of the privilege being claimed (including work product);
  - b. the general subject matter of the document or oral communication as to which the privilege is claimed;
  - c. the date of the document or oral communication;
  - d. the name of the author or person making such communication;
  - e. the addressees or recipients of the document or oral communication; and
  - f. the relationship between the author or person making such communication and the addressees or recipients of the document or oral communication.

#### **REQUESTS FOR ADMISSION**

1. Admit that the State did not provide AECOM with a copy of the Lichtenstein Report referenced in Paragraphs 33 through 39 of the Amended Complaint until after commencing this Litigation.
2. Admit that, prior to the emergency closure of the Washington Bridge in December 2023, the State did not provide written notice to AECOM alleging breach of its contractual obligations under the **2014 AECOM Contract**.

3. Admit that, prior to the emergency closure of the Washington Bridge in December 2023, the State did not provide written notice to AECOM alleging breach of its contractual obligations under the **2019 AECOM Contract**.

4. Admit that, prior to the emergency closure of the Washington Bridge in December 2023, the State did not provide written notice to AECOM alleging breach of its contractual obligations under **any AECOM inspection contract** referenced in the Amended Complaint.

5. Admit that AECOM was not responsible for performing the physical maintenance, repair, cleaning, service or construction of the Washington Bridge (*i.e.*, AECOM was not the cleaning or maintenance contractor, the repair contractor or the construction contractor performing physical work on the Project).

6. Admit that the State had ultimate responsibility for the cleaning, maintenance and operation of the Washington Bridge.

7. Admit that the State was responsible for keeping the grates and drains of the Washington Bridge free and clear of debris and to periodically inspect and clean or maintain those drains.

8. Admit that the State did not provide regular maintenance and cleaning of the grates and drains of the Washington Bridge.

9. Admit that AECOM's role under the 2019 AECOM Contract did not include responsibility for preparing the final design or construction drawings for the rehabilitation of the Washington Bridge.

10. Admit that AECOM's role under the 2019 AECOM Contract did not include responsibility for performing maintenance on the Washington Bridge.

11. Admit that AECOM's role under the 2019 AECOM Contract did not include responsibility for performing any physical construction or rehabilitation of the Washing Bridge.

12. Admit that none of the contracts between the State and AECOM contain any language expressly stating that AECOM owes the State a fiduciary duty.

13. Admit that the State did not refer to AECOM as a "fiduciary" (or owing a "fiduciary duty") to the State in any written communication or contract prior to the filing of this lawsuit.

14. Admit that AECOM did not hold, manage, or control any State funds, property, or other assets in a fiduciary capacity to the State in relation to the Washington Bridge.

15. Admit that AECOM did not exercise decision-making authority over the State's maintenance decisions in connection with the Washington Bridge.

16. Admit that AECOM did not exercise decision-making authority over the State's engineering decisions in connection with the Washington Bridge.

17. Admit that AECOM did not exercise decision-making authority over the State's decisions regarding the construction and rehabilitation of the Washington Bridge.

18. Admit that the State maintained ultimate authority and approval rights over design decisions and rehabilitation recommendations made by AECOM relating to the Washington Bridge.

19. Admit that the State did not notify AECOM at any time prior to commencing this Litigation that the State believed AECOM had breached or otherwise owed the State a fiduciary duty in relation to design, maintenance or rehabilitation of the Washington Bridge.

20. Admit that the State employs professional engineers with licenses and degrees in civil engineering, structural engineering, geotechnical engineering, environmental engineering, and traffic engineering (collectively, "Design Professionals") on its staff.

21. Admit that the State was provided with access to, or copies of, all AECOM's inspection reports related to the Washington Bridge.

22. Admit that the State received and reviewed all inspection reports related to the Washington Bridge, including those submitted by AECOM and other engineering firms engaged by the State to perform such inspections.

23. Admit that State-employed Design Professionals were capable of, and possessed the skills, education and knowledge to understand the inspection reports related to the Washington Bridge submitted by AECOM and other engineering firms.

24. Admit that the State was aware of the purpose and structural importance of the tie-down rods on the Washington Bridge prior to December 2023..

25. Admit that State-employed Design Professionals possessed the skills, education and knowledge necessary to understand the importance of the content and findings of the Lichtenstein Report.

26. Admit that the State was aware of the purpose and structural importance of the condition of the Washington Bridge's post-tensioned concrete cantilever beams prior to December 2023.

27. Admit that the State did not identify the tie-down rods as a fracture critical element to be inspected by AECOM or any of the other bridge inspection companies engaged by the State prior to December 2023.

28. Admit that the State has not identified any contractual provisions in the 2014 AECOM Contract that required AECOM to perform subsurface testing, radiographic imaging, or destructive testing of bridge components.

29. Admit that the State has not identified any contractual provisions in the 2019 AECOM Contract that required AECOM to perform subsurface testing, radiographic imaging, or destructive testing of bridge components.

30. Admit that the State has not identified any contractual provisions in the inspection contracts referenced in the Amended Complaint that required AECOM to perform subsurface testing, radiographic imaging, or destructive testing of bridge components.

31. Admit that, during AECOM's inspections of the Washington Bridge referenced in Paragraph 114 (b-d) of the Amended Complaint, the tie-down rods and post-tensioned cable components that the State alleges AECOM failed to recognize, evaluate or report were not fully visible or accessible through standard visual inspection methods at the time of such inspections.

32. Admit that the State issued Request for Proposals before selecting AECOM to perform services on the Washington Bridge in connection with the 2014 AECOM Contract.

33. Admit that the State issued Request for Proposals before selecting AECOM to perform services on the Washington Bridge in connection with the 2019 AECOM Contract.

34. Admit that the State issued Request for Proposals before selecting AECOM to perform inspection services on the Washington Bridge.

35. Admit that the State reviewed AECOM's proposals before entering into any contract with AECOM for services related to the Washington Bridge.

36. Admit that, prior to selecting AECOM to perform services on the Washington Bridge, the State considered information beyond AECOM's representations alleged in Paragraphs 209(a) through 209(c) of the Amended Complaint.



37. Admit that the State has not identified any specific statement made by AECOM that the State contends was false or fraudulent at the time it was made, as alleged in Paragraph 209 of the Amended Complaint.

38. Admit that the State has not produced any engineering analysis or expert report concluding that AECOM's acts or omissions were the sole or primary cause of the physical or economic damages that the State alleges it incurred in the Amended Complaint.

39. Admit that the State seeks the same categories of damages from each defendant in each of its causes of action asserted in the Amended Complaint.

40. Admit that the State received or expects to receive federal and state grants and funding in the sum of over \$368 million for the demolition and replacement of the Washington Bridge.

41. Admit that at no time prior to commencement of this Litigation did the State or its representatives inform AECOM that the State was performing invasive and destructive testing of the Washington Bridge or its components.

42. Admit that the Eastbound Washington Bridge and the Washington Bridge are part of the same transportation corridor (Interstate I-95) and serve the same highway system.

43. Admit that the Eastbound Washington Bridge and the Washington Bridge are jointly owned, managed, maintained, and monitored by the State.

44. Admit that the State has not identified any structural damage to the Eastbound Washington Bridge that was allegedly caused by any act or omission by AECOM.

45. Admit that the State has not conducted any engineering analysis or structural assessment concluding that the Eastbound Washington Bridge has suffered physical damage as a result of AECOM's alleged acts or omissions.

46. Admit that the State was aware prior to December 2023 of previous reports identifying concerns about the structural integrity of the tie-down rods on the Washington Bridge.

47. Admit that the State was aware prior to December 2023 of previous reports identifying concerns about the structural integrity of the post-tensioning cables on the Washington Bridge.

48. Admit that none of the State's RFPs for either inspection services or design-build services to the Washington Bridge identified the tie-down rods as a fracture critical member (FCM).

49. Admit that none of the State's RFPs for inspection services or design-build services for the Washington Bridge identified the tie-down rods as non-redundant steel tension members (NSTMs).

50. Admit that none of the State's RFPs for either inspection services or design-build services to the Washington Bridge required hands-on inspections of the Washington Bridge's tie-down rods.

51. Admit that at no time did the State inform AECOM that AECOM had a specific obligation to inspect the Washington Bridge's tie-down rods.

52. Admit that none of its Inspection Contracts and other Contracts with the State, required AECOM to perform invasive or destructive forensic analysis of the Washington Bridge.

53. Admit that the State never asked AECOM to conduct or perform invasive or destructive forensic analysis of any elements of the Washington Bridge.

54. Admit that prior to December 2023, the State did not expressly direct any inspection firm to conduct destructive or non-destructive testing to evaluate the structural integrity of the

post-tensioning cables that were the subject of the claimed failures that caused the Washington Bridge to be shut down to vehicular traffic in December 2023.

55. Admit that prior to December 2023, the State did not expressly direct any inspection firm to conduct destructive or non-destructive testing to evaluate the structural integrity of the tie-down rods that were the subject of the claimed failures that caused the Washington Bridge to be shut down to vehicular traffic in December 2023.

56. Admit that prior to December 2023, the State did not direct any inspection firm or construction firm to perform maintenance on, or repairs to, the post-tensioning cables that are the subject of the claimed failures that caused the Washington Bridge to be shut down to vehicular traffic in December 2023 and this lawsuit.

57. Admit that prior to December 2023, the State did not direct any inspection firm or construction firm to perform maintenance on, or repairs to, the tie-down rods that are the subject of the claimed failures that caused the Washington Bridge to be shut down to vehicular traffic in December 2023 and this lawsuit.

58. Admit that the State had the authority to direct, approve, or require additional testing or investigation of structural elements of the Washington Bridge beyond those performed by AECOM.

59. Admit that the work performed by Cardi Corporation under Rhode Island Contract No. 2016-CB-059 was left incomplete when terminated by the State.

60. Admit that the work performed by Cardi Corporation under Rhode Island Contract No. 2016-CB-059 resulted in tendons and rebar being exposed to the elements for long durations of time without concrete cover or protection.

61. Admit that prior to December 2023, the tie-down rods located at Piers 6 and 7 of the Washington Bridge were not fully visible or accessible during routine inspections due to their encapsulation within diaphragms and elevation above inspector eye level.

62. Admit that prior to December 2023, the State did not perform ultrasound or ground penetrating radar (GPR) testing on the Washington Bridge's tendon sheaths as recommended in the Lichtenstein Report.

63. Admit that RIDOT's Bridge Inspection Manual assigns ultimate responsibility for bridge inspection operations to the statewide program manager.

64. Admit that the WJE Forensic Evaluation concluded that poor maintenance contributed to the failure of the Washington Bridge's tied-down rods.

65. Admit that the WJE Forensic Evaluation concluded that advanced corrosion contributed to the failure of the Washington Bridge's tie-down rods.

66. Admit that the WJE Forensic Evaluation concluded that the tie-down rods fractured due to tensile overstress partially attributable to corrosion-induced section loss.

67. Admit that the WJE Forensic Evaluation concluded that the tie-down rods fractured at some point after 2020.

AECOM TECHNICAL SERVICES, INC.

By Its Attorneys,

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Dated: September 29, 2025

**CERTIFICATE OF SERVICE**

I hereby certify that on September 29, 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