

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-2024-4526

**DEFENDANT JACOBS ENGINEERING GROUP, INC.'S**  
**FIRST REQUESTS FOR ADMISSIONS TO PLAINTIFF**

Pursuant to Rule 36 of the Rhode Island Superior Court Rules of Civil Procedure, Defendant Jacobs Engineering Group, Inc. (“Jacobs”) requests that Plaintiff State of Rhode Island (the “State”) admit the following requests (the “Requests”) in writing within forty-five (45) days of service. Jacobs reserves the right to serve further Requests for Admission at a later day.

## **INSTRUCTIONS**

1. In accordance with Rhode Island Superior Court Civil Procedure Rule 36, each Request is admitted by the State unless, within 45 days after service of the Request, the State serves a written answer or objection addressed to the Request, signed by the State or its attorney.

2. The State's written answers to these Requests must comply with the requirements of Rhode Island Superior Court Civil Procedure Rule 36, including the requirements that:

- a. if a Request is not admitted, the answer must specifically deny it or state in detail why the State cannot truthfully admit or deny it;
- b. any denial must fairly respond to the substance of the Request;
- c. when good faith requires that the State qualify an answer or deny a part of a Request, the answer must specify the part admitted and qualify or deny the rest and;
- d. the State may assert lack of knowledge or information as a reason for failing to admit or deny only if the State has made a reasonable inquiry and the information it knows or can readily obtain is insufficient to enable it to admit or deny.

3. These Requests are continuing in nature and require further answers and supplementation, as provided by Rhode Island Superior Court Civil Procedure Rule 36.

4. If you object to any Request on the grounds 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 sender, author, or other person making such communication;

- e. the addressees and recipients of the document or oral communication;
- f. the relationship between the sender, author, or person making such communication and the addressees and recipients of the document or oral communication.

5. These Requests incorporate by reference the instructions set forth in Rule 36 of the Rhode Island Superior Court Rules of Civil Procedure.

### **DEFINITIONS**

The following definitions apply to each of the Requests and shall be deemed incorporated therein:

**“Action”** refers to the above-captioned lawsuit, *State of Rhode Island v. AECOM Technical Services, Inc., et al.*, Case: No. PC-2024-04526.

**“Amended Complaint”** means the amended complaint that the State of Rhode Island filed in the Action on or around April 14, 2025.

**“Eastbound Washington Bridge”** means the I-195 eastbound Washington Bridge, formally known as Rhode Island Bridge No. 200, as defined in the Amended Complaint.

**“Including”** means including without limitation.

**“Jacobs”** refers to Defendant Jacobs Engineering Group, Inc.

**“Jacobs’ 2021 inspection of the Washington Bridge”** means Jacobs’ routine, special, and underwater inspection of the Washington Bridge that it performed on or around June 21, 2021 through July 23, 2021.

**“Jacobs’ 2021 Report”** means Jacobs’ report detailing the findings of Jacobs’ 2021 inspection of the Washington Bridge, including all photographs, defect tables, and other materials transmitted to the State therewith.

**“Lichtenstein Report”** means the report referenced in Paragraphs 33 through 39 of the Amended Complaint.

**“Person”** means any individual, natural person, corporation, partnership, group, association, business, and/or governmental agency.

**“Plaintiff,” “State,” and “You”** means the Plaintiff, the State of Rhode Island, and its agents and all other Persons acting on its behalf, including but not limited to, the Rhode Island Department of Transportation.

**“Related to” or “relating to”** means in whole or in part, without limitation, regarding, reflecting, concerning, considering, comprising, evidencing, evincing, explaining, involving, supporting, affecting, addressing, analyzing, constituting, containing, discussing, describing, identifying, rebutting, stating, commenting on, referring to, reporting on, in connection with, associated with, dealing with, consisting of, pertinent to, or any way pertaining to the subject matter of the inquiry.

**“Washington Bridge”** refers to the I-195 westbound Washington Bridge, formally known as Washington Bridge North No. 700, as defined in the Amended Complaint.

**“WJE Forensic Evaluation”** refers to the April 5, 2024 report prepared by Wiss, Janney, Elstner Associates, Inc. titled “I-195 Washington Bridge (700) – Forensic Evaluation and Procedural Audit Related to PT Tie-Down Failures.”

These definitions apply whether or not the defined word or phrase is capitalized and whether or not the defined word or phrase is used in a singular or plural form. Any undefined term should be given its usual dictionary definition.

### **REQUESTS FOR ADMISSION**

1. Admit that, since initiating the Action, the State continues to use Jacobs to

perform inspections on bridges in Rhode Island.

2. Admit that the State's claims against Jacobs are premised solely on Jacobs' 2021 inspection of the Washington Bridge.

3. Admit that Jacobs performed no other inspections of the Washington Bridge other than Jacobs' 2021 inspection of the Washington Bridge.

4. Admit that the only work Jacobs performed on the Washington Bridge in 2021 was Jacobs' 2021 inspection of the Washington Bridge.

5. Admit that, prior to the emergency closure of the Washington Bridge in December 2023, the State did not provide notice to Jacobs alleging breach of its contractual obligations with respect to Jacobs' 2021 inspection of the Washington Bridge.

6. Admit that Jacobs' 2021 inspection of the Washington Bridge was limited to conducting a routine, special, and underwater inspection, as those terms were then defined by the National Bridge Inspection Standards.

7. Admit that Jacobs' scope of work for Jacobs' 2021 inspection of the Washington Bridge did not include performing maintenance on the Washington Bridge.

8. Admit that Jacobs' scope of work for Jacobs' 2021 inspection of the Washington Bridge did not include performing repairs on the Washington Bridge.

9. Admit that Jacobs' scope of work for Jacobs' 2021 inspection of the Washington Bridge did not include performing rehabilitation on the Washington Bridge.

10. Admit that Jacobs' scope of work for Jacobs' 2021 inspection of the Washington Bridge did not include performing cleaning on the Washington Bridge.

11. Admit that Jacobs' scope of work for Jacobs' 2021 inspection of the Washington Bridge did not include performing design or redesign work on the Washington Bridge.

12. Admit that Jacobs' scope of work for Jacobs' 2021 inspection of the Washington Bridge did not include performing construction work on the Washington Bridge.

13. Admit that Jacobs' scope of work for Jacobs' 2021 inspection of the Washington Bridge did not include performing a load rating analysis.

14. Admit that Jacobs' scope of work for Jacobs' 2021 inspection of the Washington Bridge did not include performing a fracture critical analysis.

15. Admit that Jacobs' scope of work for Jacobs' 2021 inspection of the Washington Bridge did not include performing a non-redundant steel tension member analysis.

16. Admit that Jacobs' scope of work for Jacobs' 2021 inspection of the Washington Bridge did not include performing material testing analysis.

17. Admit that Jacobs' scope of work for Jacobs' 2021 inspection of the Washington Bridge did not include performing subsurface testing.

18. Admit that Jacobs' scope of work for Jacobs' 2021 inspection of the Washington Bridge did not include performing radiographic testing.

19. Admit that Jacobs' scope of work for Jacobs' 2021 inspection of the Washington Bridge did not include performing destructive testing.

20. Admit that Jacobs' scope of work for Jacobs' 2021 inspection of the Washington Bridge did not include ultrasound or ground penetrating radar (GPR) testing.

21. 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") within the Rhode Island Department of Transportation.

22. Admit that Jacobs provided the State with Jacobs' 2021 Report on or about

September 10, 2021.

23. Admit that State-employed Design Professionals were capable of, and possessed the skills, education, and knowledge to understand Jacobs' 2021 Report.

24. Admit that the State was aware of the purpose and structural importance of the tie-down rods in the Washington Bridge prior to Jacobs' 2021 inspection of the Washington Bridge.

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

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

27. Admit that the State did not provide the Lichtenstein Report to Jacobs prior to Jacobs' 2021 inspection of the Washington Bridge.

28. 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 Jacobs' 2021 inspection of the Washington Bridge.

29. 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.

30. Admit that the State did not identify the Washington Bridge's tie-down rods as a fracture critical element prior to Jacobs' 2021 inspection of the Washington Bridge.

31. Admit that the State did not identify the Washington Bridge's tie-down rods as a non-redundant steel tension member prior to Jacobs' 2021 inspection of the Washington Bridge.

32. Admit that the State did not specifically identify the condition of the Washington

Bridge's post-tensioned concrete cantilever beams as an area for inspection prior to Jacobs' 2021 inspection of the Washington Bridge.

33. Admit that, during Jacobs' 2021 inspection of the Washington Bridge, certain tie-down rods and post-tensioned components were not fully visible or accessible through standard visual inspection methods.

34. Admit that the State had a written work candidate policy in place at the time of Jacobs' 2021 inspection of the Washington Bridge.

35. Admit that the State's written work candidate policy in place at the time of Jacobs' 2021 inspection of the Washington Bridge instructed inspectors not to make rehabilitation recommendations for bridges rated "4 – Poor" or lower.

36. Admit that the Washington Bridge's superstructure was rated "4 – Poor" in every inspection report related to the Washington Bridge from 2007 until Jacobs' 2021 inspection of the Washington Bridge.

37. Admit that the Washington Bridge's superstructure was rated "4 – Poor" in a July 1, 2007 routine inspection report prepared by AI Engineers, Inc.

38. Admit that the Washington Bridge's superstructure was rated "4 – Poor" in an August 7, 2009 routine inspection report prepared by TranSystems Corporation.

39. Admit that the Washington Bridge's superstructure was rated "4 – Poor" in an August 3, 2011 routine inspection report prepared by Michael Baker International, Inc.

40. Admit that the Washington Bridge's superstructure was rated "4 – Poor" in an August 2, 2013 routine inspection report prepared by AI Engineers, Inc.

41. Admit that the Washington Bridge's superstructure was rated "4 – Poor" in a July 28, 2015 routine inspection report prepared by AECOM Technical Services, Inc.



42. Admit that the Washington Bridge's superstructure was rated "4 – Poor" in a July 15, 2016 special inspection report prepared by TranSystems Corporation.

43. Admit that the Washington Bridge's superstructure was rated "4 – Poor" in a July 24, 2017 routine inspection report prepared by Collins Engineers, Inc.

44. Admit that the Washington Bridge's superstructure was rated "4 – Poor" in a July 24, 2018 special inspection report prepared by Michael Baker International, Inc.

45. Admit that the Washington Bridge's superstructure was rated "4 – Poor" in a July 24, 2019 routine and special inspection report prepared by AECOM Technical Services, Inc.

46. Admit that the Washington Bridge's superstructure was rated "4 – Poor" in a July 22, 2020 special inspection report prepared by AECOM Technical Services, Inc.

47. Admit that Jacobs' rated the Washington Bridge "4 – Poor" in Jacobs' 2021 Report.

48. Admit that the State has not produced any engineering analysis or expert report concluding that Jacobs' 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.

49. Admit that Jacobs' acts or omissions were not the sole or primary cause of the physical or economic damages that the State alleges it incurred in the Amended Complaint.

50. Admit that the State seeks the same categories of damages from each defendant in the Action.

51. Admit that the State received, expects to receive, or has requested federal and state grants and funding in the sum of over \$200 million for the demolition and replacement of the Washington Bridge.

52. Admit that the Eastbound Washington Bridge and the Washington Bridge are

owned, managed, maintained, and monitored by the State.

53. Admit that, as of November 13, 2025, the Eastbound Washington Bridge had experienced no significant changes as a result of the diversion of westbound traffic from the Washington Bridge to Eastbound Washington Bridge.

54. 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 Jacobs' alleged acts or omissions.

55. Admit that, prior to December 2023, the State planned for the diversion of traffic from the Washington Bridge to the Eastbound Washington Bridge in the event of closure of the Washington Bridge.

56. 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 Jacobs.

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

58. 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 without concrete cover or protection.

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

60. 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.

61. Admit that, as provided in RIDOT's Bridge Inspection Manual, the statewide program manager retains all responsibility for bridge inspection operations for which he or she was assigned.

62. Admit that, as provided in RIDOT's Bridge Inspection Manual, the statewide program manager retains responsibility for bridge inspection operations for which he or she was assigned notwithstanding any delegation of the performance of those duties to consultants or others.

63. Admit that the WJE Forensic Evaluation concluded that poor maintenance of the Washington Bridge over an extended period of decades contributed to the failure of the Washington Bridge's tie-down rods.

64. Admit that the WJE Forensic Evaluation concluded that "severe reduction of local cross-sectional area due to advanced corrosion" contributed to the failure of the Washington Bridge's tie-down rods.

65. Admit that the WJE Forensic Evaluation concluded that the Washington Bridge's "tie-down rods fractured due to tensile overstress which was at least partially attributable to loss of section caused by environmentally induced corrosion."

66. Admit that the link slabs on the Washington Bridge were replaced in September and October 2022, and January, February, June, July and October 2023.

67. Admit that the WJE Forensic Evaluation concluded that the tie-down rods likely fractured "within the timeframe that the link slabs were placed."

68. Admit that the WJE Forensic Evaluation concluded that the tie-down rods likely

fractured at some point after Jacobs' 2021 inspection of the Washington Bridge.

69. Admit that, prior to its demolition, Jacobs did not have the authority to approve rehabilitation work for the Washington Bridge.

70. Admit that, prior to its demolition, Jacobs did not have the authority to make repairs to the Washington Bridge.

71. Admit that the State paid Jacobs approximately \$195,000 for its work in connection with Jacobs' 2021 inspection of the Washington Bridge.

/s/ Michael R. Creta  
Michael R. Creta (#9535)  
michael.creta@klgates.com  
John C. Blessington, *pro hac vice*  
john.blessington@klgates.com  
John L. Gavin (*pro hac vice pending*)  
john.gavin@klgates.com  
K&L GATES LLP  
One Congress Street  
Suite 2900  
Boston, MA 02114  
Telephone: (617) 951-9101  
Fax: (617) 261-3175

Dated: December 18, 2025

**CERTIFICATE OF SERVICE**

I hereby certify that on December 18, 2025, I served this document through the Rhode Island Judiciary's electronic filing system on all registered users.

/s/ Michael R. Creta

Michael R. Creta