

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 STATE OF RHODE ISLAND’S RESPONSE TO DEFENDANT JACOBS ENGINEERING GROUP INC.’S REQUEST FOR ADMISSIONS DATED DECEMBER 18, 2025

Pursuant to Rule 36 of the Superior Court Rules of Civil Procedure, now comes the Plaintiff, State of Rhode Island (the “Plaintiff” or “State”), and hereby submits the following Responses to Defendant Jacobs Engineering Group, Inc.’s Request for Admissions dated December 18, 2025:

1. Admit that, since initiating the Action, the State continues to use Jacobs to perform inspections on bridges in Rhode Island.

RESPONSE: Admitted.

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

Rhode Island Washington Bridge; 30115.001
Case No.: PC-2024-04526

Page 2

RESPONSE: Admitted. The State's claims against Jacobs arise from Jacobs' 2021 inspection of the Washington Bridge as set forth in Counts XIII and XIV of the Amended Complaint.

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

RESPONSE: Admitted. The Amended Complaint alleges that Jacobs conducted an inspection of the Washington Bridge on July 23, 2021 under the 2019 inspection contract, and the State's claims are premised solely on that inspection.

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

RESPONSE: Admitted.

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.

RESPONSE: Admitted.

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.

RESPONSE: Denied as phrased. Jacobs' 2021 inspection of the Washington Bridge was subject to the terms and conditions of the applicable inspection contract, which imposed obligations beyond merely conducting inspections as defined by the National Bridge Inspection Standards, including obligations to research and review the bridge structure file, perform evaluations, report findings, and recommend needed repairs.

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

RESPONSE: Admitted that Jacobs was not retained to perform physical maintenance on the Washington Bridge; however, Jacobs' contractual obligations included recommending needed maintenance and repairs.

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

RESPONSE: Admitted that Jacobs was not retained to perform physical repairs on the Washington Bridge; however, Jacobs' contractual obligations included recommending needed repairs.

Rhode Island Washington Bridge; 30115.001
Case No.: PC-2024-04526

Page 3

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

RESPONSE: Admitted that Jacobs was not retained to perform rehabilitation work 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.

RESPONSE: Admitted that Jacobs was not retained to perform 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.

RESPONSE: Admitted that Jacobs was not retained to perform design or redesign work on the Washington Bridge under the 2019 inspection contract.

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.

RESPONSE: Admitted that Jacobs was not retained to perform 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.

RESPONSE: Admitted.

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

RESPONSE: Denied. Jacobs' obligations under its inspection contract required it to recognize and properly evaluate fracture critical elements of the Washington Bridge, including the tie-down rods and PT system, and to perform appropriate analysis and make recommendations accordingly.

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.

RESPONSE: Denied. Jacobs' obligations under its inspection contract required it to recognize and properly evaluate non-redundant steel tension members of the Washington Bridge, including the tie-down rods and PT system, and to perform appropriate analysis and make recommendations accordingly.

Rhode Island Washington Bridge; 30115.001
Case No.: PC-2024-04526

Page 4

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

RESPONSE: Denied.

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

RESPONSE: Denied.

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

RESPONSE: Denied.

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

RESPONSE: Denied.

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.

RESPONSE: Denied.

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.

RESPONSE: Objection. This request is impermissibly compound. Subject to and without waiving said objection, the State admits only that RIDOT currently employs staff that possess different types of engineering degrees; provided, however, that RIDOT's staff are employed not as practicing engineers but, instead, as managers.

22. Admit that Jacobs provided the State with Jacobs' 2021 Report on or about September 10, 2021.

RESPONSE: Admitted.

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

RESPONSE: Objection. This request is impermissibly compound. Subject to and without waiving said objection, denied.

Rhode Island Washington Bridge; 30115.001
Case No.: PC-2024-04526

Page 5

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.

RESPONSE: Denied.

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.

RESPONSE: Denied.

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

RESPONSE: Objection. This request is impermissibly compound. Subject to and without waiving said objection, denied.

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

RESPONSE: Denied to the extent that the State provided Jacobs access to obtain said materials.

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.

RESPONSE: Admitted.

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.

RESPONSE: Admitted.

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.

RESPONSE: Denied.

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.

RESPONSE: Denied.

Rhode Island Washington Bridge; 30115.001
Case No.: PC-2024-04526

Page 6

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.

RESPONSE: Denied.

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.

RESPONSE: Denied.

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

RESPONSE: Denied.

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.

RESPONSE: Denied.

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.

RESPONSE: Admitted.

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.

RESPONSE: Admitted.

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

RESPONSE: Admitted.

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.

RESPONSE: Admitted that MBI's 2011 inspection report found that "[t]he superstructure [was] in poor condition."

Rhode Island Washington Bridge; 30115.001
Case No.: PC-2024-04526

Page 7

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.

RESPONSE: Admitted.

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.

RESPONSE: Admitted.

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

RESPONSE: Admitted.

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.

RESPONSE: Admitted.

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.

RESPONSE: Admitted.

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.

RESPONSE: Admitted.

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.

RESPONSE: Admitted.

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

RESPONSE: Admitted.

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.

RESPONSE: Objection. This request prematurely calls for the State's experts' opinions. Subject to and without waiving said objection, the Forensic Evaluation and Procedural

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Rhode Island Washington Bridge; 30115.001
Case No.: PC-2024-04526

Page 8

Audit Related to PT Tie-Down Failures prepared and produced by Wiss, Janney, Elstner Associates, Inc. ("WJE"), states, in relevant part, that: (a) "six different nationally recognized engineering firms alternately performed one or more routine or special safety inspections of the bridge from 2001 to 2023. None of the inspection reports seemed to consider the PT tie-down rods as being any different in nature than the mild reinforcing steel in the adjacent concrete cantilever beam ends and the reinforced concrete diaphragms and wall corbels"; and (b) "[t]he fracture of the PT tie-down rods appears to have resulted from a combination of the following[,]" including "[l]ack of recognition by inspectors of the importance of the tie-down rods to the structural stability of the bridge."

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.

RESPONSE: Denied.

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

RESPONSE: Objection. This request seeks premature expert witness disclosure and is vague and ambiguous as to "same categories of damages." Subject to and without waiving said objections, the State will quantify and qualify its precise damages during the appropriate expert witness phase.

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.

RESPONSE: Denied.

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

RESPONSE: Admitted that both bridges are owned, managed, maintained, and monitored by the State; however, denied to the extent this request implies that the Eastbound Washington Bridge and the Washington Bridge are the same structure or share structural components. The Eastbound Washington Bridge and Washington Bridge, while parallel, are entirely separate, independent bridges with distinct structural components and foundations. Further denied to the extent this request implies that contracted companies did not have similar responsibilities per their contracts.

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.

Rhode Island Washington Bridge; 30115.001
Case No.: PC-2024-04526

Page 9

RESPONSE: Denied. Due to the increased traffic volume on the Eastbound Washington Bridge since the emergency closure of the Washington Bridge, there has been wear and tear to the Eastbound Washington Bridge that would not have otherwise occurred.

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.

RESPONSE: Denied.

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.

RESPONSE: Denied.

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.

RESPONSE: Admitted; provided, however, that the State relied upon Jacobs, among others, to recommend whether additional testing or investigation was necessary with respect to the structural elements of the Washington Bridge.

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.

RESPONSE: Objection. The phrase "was left incomplete" is vague and ambiguous. Subject to and without waiving said objection, admitted only that Cardi Corporation did not complete the construction work based on the plans designed and stamped by AECOM and its subconsultants; otherwise, denied.

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.

RESPONSE: Denied.

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.

RESPONSE: Denied.

Rhode Island Washington Bridge; 30115.001
Case No.: PC-2024-04526

Page 10

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.

RESPONSE: Denied.

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.

RESPONSE: Denied.

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.

RESPONSE: Denied.

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.

RESPONSE: Objection, calls for legal interpretation and conclusion of a document. Without waiving said objection, in response to the question, "What events and conditions led to the failure of the tie-down rods?," the WJE Forensic Evaluation states that "[t]he fracture of the tie-down rods appears to have resulted from a combination of the following:
• Severe reduction of local cross-sectional area due to advanced corrosion. • Lack of recognition by inspectors of the importance of the tie-down rods to the structural stability of the bridge. • Poor maintenance of the structure (e.g., leaking joints, corroding reinforcement, and cracked and spalled concrete) over an extended period of decades. • A lack of toughness of the original high-strength rod materials, which were based on the standards applicable at the time of construction. Though technically not out of specification, they do present greater risk than those that comply with modern standards. • Possibly to a lesser extent, failure during rehabilitation design to properly characterize boundary conditions associated with the presence of the tie-down rods, and their effect on expansion and contraction of the bridge between expansion joints. Calculations were found for influence at Abutment 1, but not for Piers 6 and 7." Otherwise, denied.

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.

Rhode Island Washington Bridge; 30115.001
Case No.: PC-2024-04526

Page 11

RESPONSE: Objection, calls for legal interpretation and conclusion of a document. Without waiving said objection, in response to the question, "What events and conditions led to the failure of the tie-down rods?," the WJE Forensic Evaluation states that "[t]he fracture of the tie-down rods appears to have resulted from a combination of the following:

- Severe reduction of local cross-sectional area due to advanced corrosion.
- Lack of recognition by inspectors of the importance of the tie-down rods to the structural stability of the bridge.
- Poor maintenance of the structure (e.g., leaking joints, corroding reinforcement, and cracked and spalled concrete) over an extended period of decades.
- A lack of toughness of the original high-strength rod materials, which were based on the standards applicable at the time of construction. Though technically not out of specification, they do present greater risk than those that comply with modern standards.
- Possibly to a lesser extent, failure during rehabilitation design to properly characterize boundary conditions associated with the presence of the tie-down rods, and their effect on expansion and contraction of the bridge between expansion joints. Calculations were found for influence at Abutment 1, but not for Piers 6 and 7." Otherwise, denied.

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."

RESPONSE: Objection, calls for legal interpretation and conclusion of a document. Without waiving said objection, in response to the question, "What events and conditions led to the failure of the tie-down rods?" the WJE Forensic Evaluation states that "[t]he fracture of the tie-down rods appears to have resulted from a combination of the following:

- Severe reduction of local cross-sectional area due to advanced corrosion.
- Lack of recognition by inspectors of the importance of the tie-down rods to the structural stability of the bridge.
- Poor maintenance of the structure (e.g., leaking joints, corroding reinforcement, and cracked and spalled concrete) over an extended period of decades.
- A lack of toughness of the original high-strength rod materials, which were based on the standards applicable at the time of construction. Though technically not out of specification, they do present greater risk than those that comply with modern standards.
- Possibly to a lesser extent, failure during rehabilitation design to properly characterize boundary conditions associated with the presence of the tie-down rods, and their effect on expansion and contraction of the bridge between expansion joints. Calculations were found for influence at Abutment 1, but not for Piers 6 and 7." Otherwise, denied.

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.

RESPONSE: Denied.

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

Rhode Island Washington Bridge; 30115.001
Case No.: PC-2024-04526

Page 12

RESPONSE: Objection, calls for legal interpretation and conclusion..

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.

RESPONSE: Denied.

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

RESPONSE: Admitted that Jacobs did not have unilateral authority to approve rehabilitation work for the Washington Bridge; however, Jacobs had contractual obligations to recommend needed repairs and rehabilitation work, and the State relied upon such recommendations.

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

RESPONSE: Admitted that Jacobs did not have authority to physically make repairs to the Washington Bridge; however, Jacobs had contractual obligations to recommend needed repairs, and the State relied upon such recommendations.

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

RESPONSE: Admitted.

Rhode Island Washington Bridge; 30115.001
Case No.: PC-2024-04526

Page 13

Respectfully Submitted,
Plaintiff,
State of Rhode Island,
By its Attorneys,

/s/ Sarah W. Rice

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Rhode Island Washington Bridge; 30115.001
Case No.: PC-2024-04526

Page 14

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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