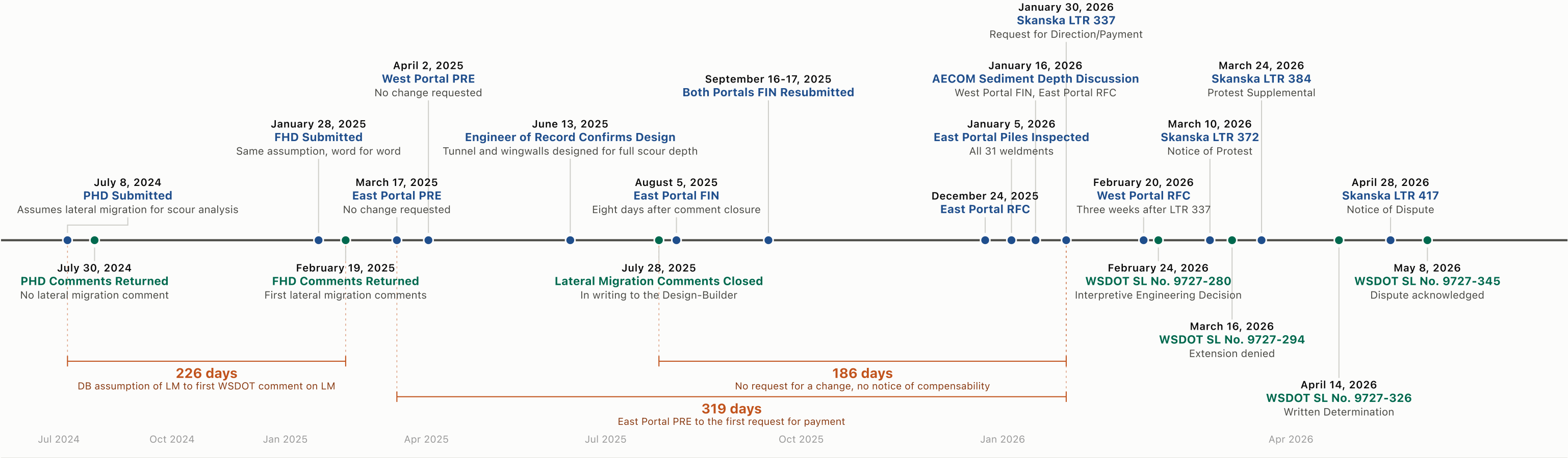


Juanita Creek Lateral Migration

Protest 019 · Sequence of events · Contract 9727, I-405 Brickyard to SR 527 Improvement Project · Executive session, 14 August 2026

Above the line, the **Design-Builder**. Below the line, **WSDOT**.



The Assumption Came First

July 8, 2024. The Design-Builder submitted the Preliminary Juanita Creek Hydraulic Design Report. Section 7.1 assumed lateral migration for the purposes of scour analysis.

“Although the risk for lateral migration is considered low to moderate, the risk in relation to the structure is assumed to occur for the purposes of scour analysis and estimation of total scour.”

July 30, 2024. WSDOT returned its review comments and raised no comment on lateral migration.

January 28, 2025. The Final Report repeats Section 7.1 word for word, still stating that the geotechnical data were not sufficient.

February 19, 2025. WSDOT's first comment on lateral migration, seven months after the assumption already appeared in the submitted report. A comment on an existing design cannot be the direction that created it.

The Design-Builder Chose the Assumption

June 13, 2025. The Engineer of Record wrote to WSDOT:

“The risk of lateral migration may only be low to moderate; however, to be conservative, lateral migration was assumed when conducting scour analysis.”

June 18, 2025. The Engineer of Record states that the tunnel and wingwalls are designed for full scour depth and do not require scour protection.

July 15, 2025. The minutes of Fish Passage Task Force Meeting No. 40 record that the Contract defines lateral migration at Juanita Creek as low and will be followed.

July 28, 2025. WSDOT closed the lateral migration comments in writing to the Design-Builder. No request for a change followed for 186 days.

The Design Was Complete Before the Cost Appeared

Technical Requirements (TR) 2.28.3.4.3 provides that a Final Design Submittal is prepared when the design is complete, and that Released for Construction follows resolution of all comments. The Design-Builder did both.

September 16 and 17, 2025. Final design submitted for both portals. Neither portal returned for a further final design submittal.

December 24, 2025. The East Portal was released for construction.

January 5, 2026. Piles inspected at the fabricator in Indiana.

January 30, 2026. Skanska LTR 337, the first statement that the Design-Builder regarded the work as compensable.

The Contract Provisions that Apply

General Provisions (GP) 1-02.1 Responsibility for Design provides that no WSDOT comments on Design Documents shall be deemed, construed, or interpreted to:

“(a) amend, supersede, or alter the terms, requirements, limitations, or meaning of any Contract Document or (b) release or relieve the Design-Builder from full responsibility for the design of the Project in accordance with the Contract Documents.”

The Design-Builder asserts WSDOT directed the design through review comments. Those comments were made on Design Documents and responded to analysis already submitted.

Skanska LTR 337 states that Table 2.30-B "takes precedence where conflicts exist with other Contract requirements." A conflict between Contract requirements is an inconsistency in the Contract Documents. GP 1-03.5 Ambiguities requires prompt written notice of one, and written instructions before proceeding. No such notice was given.