

December 30, 2025

Letter No. 308
BY-CRE-04319

Washington State Department of Transportation
I-405/SR 167 Program
18911 N Creek Pkwy S, Suite 150
Bothell, WA 98011

Attention: Evelyn Pao, P.E.
Project Director

Project: I-405/Brickyard to SR 527 – Improvement Project
Contract No.: 009727

Subject: RE: WSDOT SL No. 9727-224 - Contaminated Soil at Old Burlington Northern ROW

References:

- Skanska SL-256 (Oct 17, 2025) – Notification of contaminated soil; requests for limits, disposal facility, testing, start date.
- Skanska SL-265 (Oct 31, 2025) – Unit rate pricing (\$391/CY for Class 3); initial quantity ~500 CY; schedule urgency.
- WSDOT SL-189 (Oct 31, 2025) – Direction to track under Force Account while evaluating DSC/OIC.
- WSDOT SL-224 (Dec 19, 2025) – Written DSC Determination under GP §1-04.7; proceed with removal/disposal; Force Account tracking; aggregate DSC threshold.
- Atlas Technical Consultants – Soil Sampling and Analysis Summary (Oct 10, 2025) – Class 2 & Class 3 soils; arsenic exceedance at TP2; options for segregation vs single stream.
- Contract Chapter 1 – General Provisions (esp. §1-04.7 Differing Site Conditions; §1-09.6 Force Account; §1-08.8 Time Extensions).
- Contract Chapter 2 – Technical Requirements (esp. §2.8.5.8 Hazardous Materials).

Dear Ms. Pao:

Skanska is in receipt of WSDOT Serial Letter No. 9727-224, dated December 19, 2025, regarding contaminated soil encountered within the King County Parks/former BNSF railroad right-of-way in Area 5.

Skanska's Position on Contract Interpretation

Upon review of the Contract Documents, Skanska respectfully disagrees with WSDOT's determination that the contaminated soil condition constitutes a Differing Site Condition under GP 1-04.7.

The Hazardous Materials Report (Appendix E, Item 6 - King County Parks/Former BNSF Rail Line) specifically identifies this location (Parcel #0926059170) as having "TPH, Creosote, Metals" that are "Suspected in soil" with the notation that "Based on history of rail lines, any work in and around rail lines can encounter contamination." Pursuant to GP 1-04.7(c), Differing Site Conditions are defined to exclude "Hazardous Materials, or asbestos, identified in the Hazardous Materials Report." Because Appendix E Item 6 identified contamination at this specific location, this condition does not meet the definition of a Differing Site Condition under the Contract.

Contractual Basis for Force Account Payment

However, Skanska notes that RFP Chapter 2, Section 2-02.5.OPT7.GR2 (December 4, 2006) specifically provides for Force Account payment for hazardous material handling and disposal:



"Hazardous Material Handling And Disposal", by force account as provided in Section 1-09.6.

*All costs associated with storing stockpiled hazardous waste and contaminated soils, collecting, handling and storing contaminated water, loading the stockpiled material into the hauling conveyance for transport to the disposal site, and transporting and disposing of hazardous or contaminated materials at an approved facility will be paid by **force account** under the item "Hazardous Material Handling And Disposal".*

This provision, read in conjunction with Section 2-02.3.OPT3.FR2 which acknowledges that "Hazardous material is suspected to exist on this project," provides a contractual basis for Force Account payment for the removal and disposal of contaminated materials encountered within the project limits.

Therefore, Skanska will proceed with Force Account tracking and cost recovery pursuant to Section 2-02.5.OPT7.GR2 and GP 1-09.6.

Work Approach and Cost Documentation

As directed in your letter, Skanska is proceeding with removal and off-site disposal of the contaminated soil in accordance with Contract Section 2.8.5.8, Hazardous Material, and applicable regulations. We are coordinating closely with WSDOT based on the Atlas report and field conditions in Area 5. Current estimates indicate approximately 726 cubic yards of contaminated soil designated as Class 3 waste requiring disposal at Republic Services in Seattle.

Skanska is tracking all associated costs in accordance with GP 1-09.6, Force Account, as contemplated by Section 2-02.5.OPT7.GR2. This includes labor, equipment, materials, hauling, disposal fees, testing, and third-party services. We are maintaining detailed daily reports and documentation to support the Force Account cost calculations.

Skanska will submit a Change Order request for Force Account reimbursement pursuant to Section 2-02.5.OPT7.GR2 upon completion of the work or at appropriate intervals as the work progresses.

Skanska reserves all rights under the Contract and applicable laws to recover all damages incurred by Skanska and its subcontractors associated with this contaminated soil.

If you have any questions or would like to schedule a meeting to discuss this matter further, please do not hesitate to contact me.

Sincerely,

Patrick Prendergast, Vice President

Skanska USA Civil
18911 N Creek Parkway S, Suite 300
Bothell, WA 98011

Attachments:
N/A