

March 20, 2025

Patrick Prendergast, P.E.
Vice President
Skanska USA Civil
18911 North Creek Parkway, Suite 300
Bothell, WA 98011

WSDOT SL No. 9727-088

Reference: **Contract No. 9727**
I-405, Brickyard to SR 527 Improvement Project

Subject: **RE: Vault NW12 – Potential Change (LTR No. 145)**

Mr. Prendergast:

WSDOT is in receipt of Skanska serial letter No. 145, Vault NW12 - Potential Change, dated March 6, 2025.

WSDOT has confirmed that the conditions generally described at Vault NW12 in Skanska serial Letter No. 145, do not qualify as a change condition and no adjustment in costs or time is warranted (Ref: RFP Section 1-05.1 *Authority of the WSDOT Engineer*).

Skanska serial Letter No. 145 identifies additional cleaning efforts in Vault NW12, stating in part “The vault appears to have never received maintenance.”. WSDOT Maintenance inspection records for the last 10 years found accumulated sediment to be below action levels for cleaning the vault. If Skanska can provide more specific records and photographs showing the conditions believed to be unanticipated, please provide that information for WSDOT consideration.

In reference to WSDOT Serial Letter 079, it is WSDOT’s understanding that the Contract documentation referenced by Skanska is the As-built from Appendix N1. Appendix A1 RFP Documents lists Appendix N1 as an “R”, or Reference Document. The Contract Documents provide instruction on use of Reference Documents:

- RFP Section 1-01.3 of the General Provisions states, “**Reference Documents** – Reference Documents are for information purposes only and the Design-Builder shall rely upon Reference Documents at its own risk. These Reference Documents are designated as such by WSDOT in Appendix A1.”
- RFP Section 1-02.2 of the General Provisions states “Unless stated otherwise in the Contract, the Design-Builder is not entitled to rely on the Reference Documents. The Design-Builder understands and agrees that WSDOT shall not be responsible or liable in any respect for any loss, damage, cost, or expense whatsoever suffered by the Design-Builder or any Related Entity by reason of any use of any information contained in the Conceptual Design or Reference Documents or any action or forbearance in reliance

thereon, except to the extent that the Contract Documents provide that the Design-Builder shall be entitled to an increase in the Contract Price, extension of Contract Time, or both with respect to such matter.”

If Skanska does not agree with the WSDOT Engineer’s Written Determination, Skanska can pursue the protest procedures in accordance with RFP Section 1-04.5 *Procedure, Protest, and Dispute by the Design-Builder*.

If you have any questions, please contact me at (425) 495-1577.

Sincerely,

A handwritten signature in black ink, appearing to read 'Evelyn Pao', written in a cursive style.

Evelyn Pao, P.E.
Project Director
EP:ng

cc: D. Case, D. Holmquist, J. Slavicek, S. Berriz, B. Kane, N. Bergeman, M. Chong, R. Gehrlein, E-File