

February 12, 2026

Letter No. 348  
BY-CRE-04679

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: Notice of Dispute – Protest 003 – PCO 126 Sammamish River Lateral Migration**

**Reference:**

*Contract Sections:*

- RFP Section 1-04.5(1), Disputes Review Board
- RFP Section 2.30.5.2.1, Certain Structure and Channel Design Characteristics
- RFP Section 2.30.5.6, Scour Analysis
- RFP Appendix H26, Sammamish River Migration Risk Assessment

*Correspondence:*

- WSDOT SL No. 9727-116, Interpretive Engineering Decision for Lateral Migration (June 13, 2025)
- WSDOT SL No. 9727-125, RE: Sammamish River Lateral Migration (July 9, 2025)
- WSDOT SL No. 9727-127, RE: Skanska Letter No. 214 – Sammamish River Lateral Migration Workshop (July 21, 2025)
- WSDOT SL No. 9727-139, RE: Lateral Migration Workshop Follow-up (August 15, 2025)
- WSDOT SL No. 9727-178, RE: Skanska Serial Letter 214 (October 13, 2025)
- WSDOT SL No. 9727-220, Follow-up on Lateral Migration (December 17, 2025)
- WSDOT SL No. 9727-228, RE: Protest 003 (December 31, 2025)
- WSDOT SL No. 9727-252, RE: LTR 322 Protest 003 Supplemental Information - Lateral Migration (January 29, 2026)
- Skanska Letter No. 204, Response to WSDOT's Interpretive Engineering Decision (June 27, 2025)
- Skanska Letter No. 214, RE: Sammamish River Lateral Migration Workshop (July 17, 2025)
- Skanska Letter No. 215, RE: AECOM Response (July 23, 2025)
- Skanska Letter No. 309, Protest 003 – PCO 126 (December 30, 2025)
- Skanska Letter No. 322, Protest 003 – PCO 126 – Supplemental Information – Lateral Migration (January 16, 2026)
- AECOM Notice of Protest (January 15, 2026)

Dear Ms. Pao:

Skanska submits this letter as formal notice of dispute in accordance with Section 1-04.5(1) of the RFP, on behalf of AECOM. Related correspondence is attached and/or previously transmitted.

Below is a brief timeline of events:

# SKANSKA

- **06/13/25** – WSDOT issues SL No. 9727-116 (IED) asserting "not low" lateral migration shall apply and directing Figure 7-6 application.
- **06/27/25** – Skanska issues Letter No. 204 requesting clarification and citing Appendix H26's "further analysis during final design" language.
- **07/09/25** – WSDOT issues SL No. 9727-125 stating "not low is not open to interpretation."
- **07/17/25** – Skanska issues Letter No. 214 proposing a workshop to discuss the matter.
- **07/21/25** – WSDOT issues SL No. 9727-127 agreeing to workshop and directing Skanska to follow Section 1-08.8 for time extension requests.
- **07/23/25** – Skanska issues Letter No. 215 transmitting AECOM's request for the contract definition of "not low."
- **08/07/25** – Workshop held with WSDOT and Design-Build team leadership. WSDOT stated lateral migration horizontal boundary is the 500-year boundary but did not provide supporting calculations.
- **08/15/25** – WSDOT issues SL No. 9727-139 withholding final determination pending cooperative efforts.
- **10/13/25** – WSDOT issues SL No. 9727-178 advising CLOMR approach would require 12-18 months FEMA review.
- **12/17/25** – WSDOT issues SL No. 9727-220 stating current design does not meet contract requirements.
- **12/30/25** – Skanska issues Letter No. 309 (Protest 003 – PCO 126) with formal Notice of Protest.
- **12/31/25** – WSDOT issues SL No. 9727-228 denying extension request; sets January 16, 2026 deadline for supplemental information.
- **01/15/26** – AECOM issues Notice of Protest with supplemental technical information.
- **01/16/26** – Skanska issues Letter No. 322 with supplemental information in support of Protest 003.
- **01/29/26** – WSDOT issues SL No. 9727-252 denying Protest 003 as "without merit."

Given that the DRB is already established for this project, we believe submitting the dispute for review by the Board is an appropriate means of resolving this matter. We look forward to working collaboratively through this process.

Skanska reserves all rights under the Contract and applicable law, including the right to pursue additional compensation, schedule relief, and dispute resolution up to and including the DRB. Nothing in this correspondence shall be interpreted as acceptance of WSDOT's interpretation or as a waiver of any rights previously asserted. This letter is without prejudice to, and with full reservation of, Skanska's rights, remedies, causes of action, and defenses under the Contract, at law, in equity, or otherwise.

Please let us know if WSDOT would like to coordinate referral timing or procedural steps, understanding that each party may prepare and submit its own referral independently.

Thank you for your attention to this matter.

Regards,



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Patrick Prendergast, Vice President

Skanska USA Civil  
18911 N Creek Parkway S  
Suite 300

# SKANSKA

Bothell, WA 98011

**Attachments:**

AECOM Notice of Dispute Letter dated 02/11/26



AECOM Technical Services, Inc.  
1111 Third Ave., Suite 1600  
Seattle, WA 98101, USA  
aecom.com

2/11/2026

**Via E-mail**

Patrick Prendergast  
Contractor's Representative  
Skanska USA Civil West California  
District Inc.  
18911 N Creek Pkwy, Suite 300  
Bothell, WA 98011  
Patrick.Prendergast@skanska.com

**NOTICE OF DISPUTE**

**RE:** Response to WSDOT SL No. 9727-252, and Notice of Dispute per RFP Section 1-04.5  
I-405/Brickyard to SR 527 Improvement Project  
Contract No: 009727

Dear Mr. Prendergast:

AECOM acknowledges receipt of WSDOT's correspondence (WSDOT SL No. 9727-252), dated January 29, 2026. In this letter, WSDOT determined that Protest No 003 pertaining to Skanska Letter No. 322 – Protest 003 Supplemental Information - Lateral Migration is without merit. (See Skanska Letter No. Protest 003 Supplemental Information - Lateral Migration).

As AECOM disagrees with this determination, we hereby request that Skanska submit this letter to WSDOT as a formal notice of dispute in accordance with Section 1-04.5 (1) of the RFP, on AECOM's behalf. Pursuant to Section 1-04.5 (1) of the RFP, AECOM will continue to pursue the dispute and intends to proceed with referring this matter in dispute to the Disputes Review Board (DRB or Board).

WSDOT suggests in their letter that the current draft Final Hydraulic Design (FHD) applies a "low" classification which is incorrect and unsubstantiated. WSDOT also suggests in their letter that Appendix H26 is a reference document which is incorrect. TR 2.30.5.2 invokes this Appendix as a hydraulic design application for 'new structures within the river flow limits defined by the 500-year flood elevation'. WSDOT did not read further in Section 1-03.1, that states 'In the event that a Reference Document or Cited Reference is called out in the Contract Documents as a mandatory requirement then the Reference Document or Cited Reference shall be deemed incorporated in the Contract Documents to the extent that it is so referenced, with the same order of precedence as the highest-level Contract Document in which the reference occurs'. In accordance with 1-03.1, H26 would be a contract document with the same precedence as the Technical Requirements.

WSDOT also suggests that the Design Build Team did not comply with Section 1-04.5(2) regarding cost and schedule. AECOM would like to reiterate that because no direction or discussion of what WSDOT will accept has been provided, and AECOM believes the current design is

compliant, we are currently unable to provide a cost or schedule impact. AECOM disagrees with WSDOT's Interpretive Engineering Decision (IED) provided in WSDOT SL116 and does not believe a Design-Builder Initiated Change under Section 1-04.4(2) with supporting technical justification would be appropriate as we believe that the current FHD and bridge design meets the contract requirements.

WSDOT has caused unnecessary delay to dependent design activities and are withholding the DAR Bridge Design RFC without merit. As a step towards partnership on this issue, AECOM provided WSDOT a DRAFT scour analysis on 2/10/26 for the DAR bridge that follows WSDOT's directive to provide a scour analysis in accordance with their IED. AECOM cannot provide a revised FHD or anticipated date without further guidance on their interpretation of this issue. We look forward to determining a collaborative path forward with WSDOT on this matter.

This letter is without prejudice to, and with a full reservation of, AECOM's rights, remedies, causes of action, and defenses under the Subcontract, at law, in equity, or otherwise. Nothing in this letter shall be interpreted as a modification or waiver, or an estoppel of AECOM's right to assert the same.

I appreciate your prompt attention to this matter. If you have any questions, please do not hesitate to contact me directly. **Please promptly provide this notice of dispute to WSDOT per the Design-Build Contract, by no later than February 12, 2026.**

Yours sincerely,

**AECOM Technical Services, Inc.**



Jon Guerrero, PE  
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**cc:** Evan Grant (AECOM)  
Richard Patterson (AECOM)