



December 19, 2025

Letter No. 301
BY-CRE-04282

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: Supplemental Notice of Protest 010 – Interpretive Engineering Decision for Waterproofing for Brickyard West, East, and Canyon Park BRT Stations

Dear Ms. Pao:

Pursuant to General Provisions Section 1-04.5 (Procedure, Protest, and Dispute), Skanska supplements its Notice of Protest dated December 5, 2025 (Letter No. 287) regarding WSDOT's written determination in SL No. 209, issued December 3, 2025, concerning waterproofing requirements for Brickyard West, Brickyard East, and Canyon Park BRT stations.

A. The date and nature of the protested order, direction, instruction, interpretation, determination:

Date of Protested Order: December 3, 2025

Nature of Protested Order: On December 3, 2025, WSDOT provided its engineer's written determination in Serial Letter No. 9727-209 regarding waterproofing design and construction at Brickyard West, East, and Canyon Park BRT Station elevator pits. WSDOT's determination states, "the current design and affected submittals must be updated to clearly indicate required sheet-applied membrane waterproofing and to deliver watertight elevator pits in conformance with the Contract." Skanska disagrees with WSDOT's written determination. Additionally, Section 1-03.5 of the Contract states that an Interpretive Engineering Decision (IED) is at the request of the Design-Builder. The Design-Builder never requested an IED. WSDOT's election to provide an unsolicited IED violates the procedure set forth in Section 1-03.5.

The Design-Build team maintains that the current design is contract compliant, and any revisions required by WSDOT will require additional monetary and time compensation following an Owner Initiated Change (OIC).

B. A full discussion of the circumstances which caused the protest, including names of Persons involved, time, duration and nature of the Work involved, and a review of the Contract Documents/Design Documents referenced to support the protest.

Factual Background

August 27, 2025 – RFI 565: Following a constructability review meeting, Skanska requested removal of WPR-1/WPR-2 below-grade membrane callouts and proposed relying on hydrophilic waterstops



and Hycrete Endure crystalline admixture. AECOM approved the change. Sound Transit recommended Hydrotite waterstop product, which is not one of the two approved waterstop products called out in S07 Specification 03 15 13.

October 15, 2025 – RFI 627: AECOM confirmed removing waterproofing callouts as requested in RFI 565. WSDOT did not concur, citing ST 03 15 13 stating that below-grade waterstops are permitted only where complete exterior membranes are provided. WSDOT directed Skanska to either restore membrane extents on drawings or propose an approved alternative satisfying the specification.

October 30, 2025 – NCI 009727-00414,001: WSDOT issued a Non-Compliance Issue documenting that waterstops were retained while exterior membranes had been removed, contrary to ST 03 15 13. The NCI requested corrective action to align drawings and submittals before proceeding.

November 3, 2025 – Sound Transit Email: Sound Transit questioned whether the revised hydraulic elevator specification language aligns with Skanska's proposed pit details, seeking to confirm that elevator pits must be watertight and verified sealed/waterproofed before installation.

November 10, 2025: Skanska proceeded with finalizing construction and placed the Brickyard West concrete foundation under the hoistway without the waterproofing membrane and with waterproof concrete admixture Hycrete. Skanska proceeded with placing the remainder of the foundation only after an in-person discussion with WSDOT the week prior, where Skanska was told they would not be required to remove the installed rebar.

November 20, 2025 – Skanska Response: Skanska responded to WSDOT's engineering and waterproofing concerns via email (Subject: "Vert. CN Waterproofing Compliance List"), providing detailed technical justification for the approved approach.

December 3, 2025 – WSDOT SL 209: WSDOT issued written determination requiring sheet-applied membrane waterproofing and watertight elevator pits, directing that current design and submittals be updated to indicate required membrane waterproofing.

December 5, 2025 – Skanska Protest: Skanska responded with letter protesting the contents in WSDOT SL 209 and requested response by end of business December 5, 2025, or else standby costs and delays would be incurred.

As-of Today: No response from WSDOT on this subject. Requested deadline to avoid impacts was not responded to.

Basis for Protest

1. Approved Waterproofing System Meets Contract Requirements

The RFC'd waterproofing system meets Washington State building code and Contract requirements without requiring sheet-applied membrane. Specifically:
Hycrete Endure System: The approved design utilizes Hycrete Endure crystalline admixture (per Section 03 05 15) with Sika Swellstop hydrophilic waterstops (per Section 03 15 13) as the primary waterproofing barrier. This is not merely a "permeability reducing admixture" as suggested in Section 03 05 15—Hycrete Endure is a fully warrantable waterproofing system that complies with WSDOT's Design Construction Manual 25.4.1.J and Appendix S07 Vertical Construction Specification 14 24 00. The Hycrete admixture provides the primary waterproofing barrier protecting the elevator pit, sump pit, and elevator hydraulic casing. This waterproofing system carries a manufacturer's warranty.

Contract Compliance: Appendix S07 Section 14 24 00 "Hydraulic Elevators" requires a "waterproof pit" for hydraulic elevators. The Hycrete Endure system with hydrophilic waterstops satisfies this requirement. Notably, Sections 07 13 53 (Elastomeric Sheet



Waterproofing) and 03 15 13 (Waterstops) do not reference each other, are not required to be utilized in conjunction, and neither specification mandates their use for elevator pits.

Building Code: IBC 2021 Section 1805.3 permits waterproofing to be accomplished by “membrane...or other approved materials.” The Hycrete system constitutes “other approved materials” that were reviewed and accepted through RFI 565.

Design Groundwater Elevation: The Contract-specified DGWE for Brickyard structures is 265 feet on the west side of the hoistway per updated Geotechnical report. RFC drawing BH13 shows the top of footing elevation at 271.0, with bottom of footing at 267 feet. Foundation elements are above the design groundwater elevation, further supporting the adequacy of the approved crystalline admixture approach.

Manufacturer Warranty: The Hycrete Endure waterproofing system is warranted by the manufacturer, providing Owner protection against water intrusion and leakage. The performance capabilities of Hycrete Endure prohibit fluids from leaking out and preventing water intrusion.

2. Dual Waterproofing Systems Create Warranty Conflicts

WSDOT’s requirement for both Hycrete and an additional elastomeric sheet membrane system would invalidate warranties for both systems. This risk was previously identified by the Design-Build team, and the design intent specifically avoids warranty conflicts or limitations for the Owner. The Design-Build team selected Hycrete as the sole waterproofing solution because its performance capabilities prevent both fluid leakage out and water intrusion in, eliminating the need for redundant systems that would compromise warranty protection.

3. Misinterpretation of ST 03 15 13

WSDOT’s reliance on ST 03 15 13 Part 2.01.C, which states waterstops are used “only where complete waterproofing membranes are provided,” is misplaced. This specification contemplates Hycrete concrete use in conjunction with waterstops—it does not prohibit Hycrete as the primary waterproofing system. The Design-Build team’s approach employs hydrophilic waterstops “Sika Swellstop” in conjunction with Hycrete Endure to create a primary waterproofing membrane as intended by the RFP and S07 Specifications. Furthermore, NCI 009727-00414,001’s observation that “waterstops cannot be used below grade without a complete waterproofing membrane” is inaccurate. The Design-Build team’s design follows Contract requirements by employing hydrophilic waterstops in conjunction with Hycrete Endure to create a complete waterproofing system per the RFP and S07 Specifications.

4. Conflicting Interpretations and Lack of Clear Direction

WSDOT’s position creates internal contradictions:

Unsolicited IED Without Clear Directive: WSDOT issued an unsolicited Interpretive Engineering Decision despite Section 1-03.5 requiring IEDs to be requested by the Design-Builder. Moreover, the IED does not provide clear direction or cite mandatory “shall” requirements - it only highlights the same lack of clarity that prompted Skanska to seek confirmation through the RFI channel before progressing work. Rather than resolving ambiguity, the IED perpetuates it.

RFI 565 Approval vs. SL 209: AECOM approved removal of membrane waterproofing in RFI 565, and Sound Transit recommended a specific waterstop product, constituting acceptance of the waterproofing approach under the Contract’s review procedures. SL 209 now mandates sheet-applied membrane waterproofing without acknowledging this prior approval



or processing it as a formal change.

RFI 627 vs. NCI: WSDOT's non-concurrence in RFI 627 directed Skanska to "restore membrane extents or propose an approved alternative." The NCI cited non-compliance for retaining waterstops without membranes but did not provide clear direction on whether WSDOT will accept an alternative approach or require full membrane restoration.

Failure to Address Prior Responses: SL 209 does not acknowledge or address Skanska's November 20, 2025, detailed technical response, providing no clear path to resolution or specific rebuttal of the technical arguments presented.

5. Impact on Completed Work, Schedule, and Costs

WSDOT has not clarified whether any previously completed construction at Brickyard foundations will be rejected, whether waterproofing is required beneath foundations despite contradictory information in earlier correspondence, or what specific corrective actions are required to achieve closure. This uncertainty has resulted in:

Standby Costs: Crews and equipment placed on standby beginning December 5, 2025, pending clear direction from WSDOT.

Schedule Delay: Work stoppage affecting critical path activities for BRT station completion.

Rework Costs: Potential demolition and reconstruction costs if completed work is rejected.

Skanska specifically requested direction by close of business December 5, 2025, to avoid crew inefficiencies. WSDOT has not provided this direction, and delay costs continue to accumulate.

Contract Provisions Supporting Skanska's Position

General Provisions 1-03.2 (Order of Precedence): The Contract's technical requirements and building code provisions permit alternative waterproofing methods. The limitation of Specification Section 03 15 13's on waterstop use does not create an "actual conflict" that prohibits the approved Hycrete system.

General Provisions 1-04.4 (WSDOT-Initiated Changes): If WSDOT's determination requires work beyond what was approved through RFI 565 and reflected in RFC documents, this constitutes a WSDOT-initiated change entitling Skanska to equitable adjustment for costs and time.

General Provisions 1-09.11 (Extra Work): Skanska is entitled to compensation for work performed at WSDOT's direction that was not included in the original Contract scope or that results from changed interpretations of Contract requirements.

Proposed Resolution Strategy

To facilitate resolution and avoid delays, Skanska proposes a no-cost path forward:

The waterproofing system implemented at Brickyard West - Hycrete Endure crystalline admixture with hydrophilic waterstops - meets all Contract performance requirements for watertight elevator pits while avoiding warranty conflicts. This system has been successfully installed and provides equivalent performance to sheet-applied membranes.

If WSDOT does not process this as an Owner Initiated Change (OIC), Skanska will submit a Design Builder Initiated Change (DBIC) to update Appendix S07 specifications, formally incorporating



crystalline admixture with hydrophilic waterstops as an approved below-grade waterproofing system without requiring external sheet membranes.

This approach eliminates cost and schedule impacts, recognizes the as-built condition already accepted through RFI 565 and verbal WSDOT discussions, and provides Contract clarity for remaining work at Brickyard East and Canyon Park.

C. The estimated dollar cost, if any, of the protested Work and a detailed breakdown showing how that estimate was determined.

Design Costs: AECOM's additional cost to implement design changes if requested by WSDOT is \$198,494, comprising:

Section	Design Bucket	Hours	Value \$
Section 2.1	General/Management	75 hrs	\$29,522
Section 2.28	Quality Management	13 hrs	\$3,300
Section 2.31	Vertical Construction	700 hrs	\$165,672
Total		788 hrs	\$198,494

Construction Cost Impacts: If WSDOT requires installation of sheet-applied membrane waterproofing in addition to the approved Hycrete system, Skanska's direct costs for membrane installation are estimated as follows:

Station Name	Impact \$
Brickyard East BRT Station	\$278,416
Brickyard West BRT Station	\$206,593
Canyon Park BRT Station	\$241,882
Subtotal - Direct Membrane Costs	\$726,891

Additional construction cost impacts include: • Standby costs from December 5, 2025 forward pending WSDOT direction • Delay and disruption markups to account for retrofit conditions including labor inefficiency, additional traffic control, safety measures, and extended general conditions (estimated 30-50% of direct costs) • Potential rework and demolition costs if previously completed work is rejected • Testing and verification costs beyond current Contract requirements • Skanska home office overhead and profit markups on direct costs

Total estimated construction cost impact (including markups): To be quantified once WSDOT provides definitive direction on technical requirements and acceptance of completed work.

D. An analysis of the progress schedule showing the schedule change or disruption if the Design-Builder is asserting a schedule change or disruption.

If the Design-Builder were to adhere to WSDOT's interpretive engineering decision and provide redesign of the waterproofing system, the following schedule impacts would occur:

Design Schedule Impact: AECOM estimates approximately 16 weeks total: 4 weeks to provide Final



design • 3 weeks for WSDOT review and comment • 9 weeks to provide RFC after receipt of WSDOT comments.

This design work will be performed concurrently with other contractual design deliverables and may cause delay to contractual submittals previously developed.

Construction Schedule Impact: If WSDOT requires retrofit installation of sheet-applied membrane waterproofing, the following construction schedule impacts are estimated:

Brickyard East BRT Station:

- Hycrete-related rework: 8 days
- Non-Hycrete work impacts: 4 days
- Subtotal: 12 days

Brickyard West BRT Station:

- Hycrete-related rework: 8 days
- Non-Hycrete work impacts: 4 days
- Subtotal: 12 days

Canyon Park BRT Station:

- Hycrete-related rework: 12 days
- Non-Hycrete work impacts: 6 days
- Subtotal: 18 days

Total Direct Schedule Impact: 42 days

Additional schedule impacts include: • Standby time from December 5, 2025, through receipt of definitive WSDOT direction • Mobilization and demobilization delays • Ripple effects on downstream critical path activities • Potential acceleration costs if critical milestones are jeopardized.

Actual cumulative delay is currently being evaluated and will be provided once WSDOT provides definitive direction on required corrective actions and acceptance of completed work.

The foregoing cost and schedule estimates are preliminary, based only on information available at this time. As more information becomes available, additional impacts may be discovered which are specifically excluded from current estimates. These estimates should not be considered binding and may need revision as additional information is gathered.

Reservation of Rights

Skanska reserves all rights under General Provisions Section 1-04.5 (Protest Procedures) and Section 1-09.11 (Extra Work) to seek equitable adjustment for all costs and schedule impacts resulting from WSDOT's determination.

Additionally, Skanska's design consultant AECOM has provided its own supplemental documentation addressing the technical and contractual issues raised by WSDOT SL 209. AECOM's letter dated December 18, 2025, is incorporated by reference into this protest.

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. Nothing in this letter shall be interpreted as a modification or waiver, or an estoppel of Skanska's right to assert the same.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

SKANSKA



Patrick Prendergast, Vice President

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

Attachment(s):

AECOM: 2025.12.19-PCN137-BRT Waterproofing-AECOM Response to WSDOT SL9727-209-SuppInfo



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

12/18/25

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

Project: I-405, Brickyard to SR 527 Improvement Project
Contract No: 009727
RE: Notice of Protest – PCN-00137 – BRT Waterproofing

NOTICE OF PROTEST SUPPLEMENTAL INFORMATION

Dear Mr. Prendergast:

I am writing on behalf of AECOM in response to WSDOT's Serial Letter No. 9727-209 entitled "Interpretive Engineering Decision for Waterproofing" and dated December 3, 2025. In accordance with the protest procedures outlined in Section 1-04.5 of the RFP: Procedure, Protest, and Dispute by the Design-Builder, AECOM hereby disputes WSDOT Engineer's written determination as stated. As required per the agreement between Skanska USA Civil West California District Inc. ("Skanska") and AECOM Technical Services, Inc. ("AECOM"), dated October 25, 2022 (the "Design Subcontract"), please forward this to WSDOT as soon as possible, but no later than the deadline provided by WSDOT of December 19, 2025.

As a supplement to Skanska's Notice of Protest, dated December 5, 2025, entitled, "Notice of Protest 010 – Interpretive Engineering Decision for Waterproofing for Brickyard West, East, and Canyon Park BRT Stations" AECOM provides additional information as requested by WSDOT, as follows:

a. The date and nature of the protested order, direction, instruction, interpretation, determination:

Date of Protested Order: December 3, 2025

Nature of Protested Order: On December 3, 2025, WSDOT provided their engineer's written determination in Serial Letter No. 9727-209 regarding the waterproofing design and construction at Brickyard West, East, and Canyon Park BRT Station elevator pits. WSDOT's determination states, "the current design and affected submittals must be updated to clearly indicate required sheet-applied membrane waterproofing and to deliver watertight elevator pits in conformance with the Contract."

AECOM disagrees with the WSDOT engineer's written determination. Additionally, section 1-03.5 of the contract states that an Interpretive Engineering Decision (IED) is at the request of the Design-Builder. The Design-Builder never made a request for an IED. WSDOT's elective to provide an IED is in violation of the procedure set forth in 1-03.5.

The design-build team maintains the current design is contract compliant and any revisions required by WSDOT will require additional monetary and time compensation following an Owner Initiated Change (OIC).

b. A full discussion of the circumstances which caused the protest, including names of Persons involved, time, duration and nature of the Work involved, and a review of the Contract Documents/Design Documents referenced to support the protest.

The nature of this letter is to state that AECOM's RFC'd design is contract compliant and meets Washington State building code and the contract requirements. The installation does not require an additional waterproofing membrane as indicated in WSDOT's interpretive engineering decision. It also meets the design intent regarding hydraulic elevator pit waterproofing. The current RFC'd design shows Hycrete Endure utilized with Sika Swellstop hydrophilic waterstops as the primary waterproofing barrier. This complies with WSDOT's Design Construction Manual 25.4.1.J and Appendix S07 Vertical Construction Specification 14 24 00. The Hycrete admixture provides the primary waterproofing barrier protecting the elevator pit, sump pit and elevator hydraulic casing. This waterproofing method is warrantied by the manufacturer. In section 03 05 15 Portland Cement Concrete, E. Admixtures 4 (a) the Hycrete W1000 is indicated as only a permeability reducing admixture. In reality, Hycrete Endure (equal to W1000) is a *fully warrantable waterproofing system* and therefore complies with the contract requirements providing a watertight installation against water intrusion and leakage of fluids from elevator pit.

Additionally, providing two separate waterproofing systems (Hycrete and an additional elastomeric sheet membrane system) as requested by WSDOT would invalidate warranties for both systems. This risk was previously identified by the DB Team, and the design intent is to avoid any warranty conflicts or limitations for the Owner. The DB Team selected the Hycrete as the waterproofing solution as it met the contract requirements, as its performance capabilities prohibit fluids leaking out and water intrusion in. For that reason, Hycrete was selected and utilized as the primary waterproofing solution.

The conclusions section of the WSDOT engineering decision states:

- Provide sheet membrane waterproofing at required below-grade slabs/walls and show the location and extent on the Contract Drawings per 07 13 53.
- Align waterstop use with ST 03 15 13: below grade, waterstops are used only where complete exterior membranes are provided.
- Respond to NCI 009727-00414,001 with updated drawings, submittals, and waterproofing verification plan and obtain written closure before proceeding.
- Deliver a sealed, watertight elevator pit and document the verification before installing elevator equipment.

The design team has the following responses for each of these items:

WSDOT's letter states, "As discussed...certain drawing revisions and submittals removed or did not indicate below grade membrane waterproofing and omitted a watertight pit design. Under the Contract, Sound Transit prescriptive specifications require membrane waterproofing and its location and extent shown on the Contract Drawings (Appendix S07, ST 07 10 00 and ST 07 13 53), and hydraulic elevator pits shall be waterproof and verified sealed prior to installation to "prevent the entry of ground water...and the release of fluids" (ST 14 24 00, S21 DCM 25.4.1.J). "the current design and affected submittals must be updated to clearly indicate required sheet applied membrane waterproofing and to deliver watertight elevator pits in conformance with the Contract." AECOM has met the design requirements as per the RFP and S07 sections by providing a waterproof system for the below grade slabs/ walls by utilizing Hycrete Endure under 03 05 15 for hydrophobic admixtures and Sika Swellstop under 03 15 13 for hydrophilic waterstops.

Appendix S07 Section 07 13 53 refers to Elastomeric Sheet waterproofing and Appendix S07 Section 03 15 13 refers to Waterstops. These two sections do not reference the other, are not required to be utilized in conjunction, and neither of these specifications discuss elevators or being required to be

utilized for elevator pits. Appendix S07 Section 14 24 00 "Hydraulic Elevators" item B. 0. I. states a "waterproof pit" as the requirement for hydraulic elevators. AECOM has adhered to this requirement with Hycrete Endure hydrophobic admixture with Sika Swellstop hydrophobic waterstops.

Regarding NCI 009727-00414.001, AECOM's position is the Observation given in this NCI is inaccurate as the statement "*However the waterstops cannot be used below grade without a complete waterproofing membrane.*" AECOM's design follows the contract requirements of employing the Hydrophilic waterstops "Sika Swellstop" in conjunction with the Hycrete Endure hydrophobic admixture to create a primary waterproofing membrane of the installation as per the design intent of the RFP and S07 Specifications.

The Contractor will follow the contract regarding the requirements to verify the water tightness of the elevator pit, sump pump and casing before installation of any hydraulic elevator equipment.

AECOM disagrees with these assertions and maintains that the RFC'd design is compliant with contract requirements as stated in Appendix S07 Section 14 24 00 Hydraulic Elevators. There are no technical requirements necessitating multiple products of waterproofing as alluded to in WSDOT's interpretation. Any request for additional design for waterproofing will result in required additional monetary and time compensation.

c. The estimated dollar cost, if any, of the protested Work and a detailed breakdown showing how that estimate was determined.

AECOM's additional cost to implement the changes if requested by WSDOT is as follows:

I-405 Brickyard DB Project

PCN / CN #: CO ## 137

Name of PCN/CO: BRT Waterproofing

Date Updated: 12/18/2025

Discipline	Hours	Fee
Section 2.1 General / Management	75	\$29,522
Section 2.5 Survey		\$0
Section 2.6 Geotechnical		\$0
Section 2.7 Pavement		\$0
Section 2.8 Environmental		\$0
Section 2.10 Utilities		\$0
Section 2.11 Roadway		\$0
Section 2.12 Project Documentation		\$0
Section 2.13 Bridges and Structures		\$0
Section 2.14 Stormwater		\$0
Section 2.15 Roadside Restoration		\$0
Section 2.16 Illumination		\$0
Section 2.17 Traffic Signals		\$0
Section 2.18 ITS		\$0
Section 2.19 Signing		\$0
Section 2.20 Pavement Marking		\$0
Section 2.21 Traffic Operations		\$0
Section 2.22 MOT		\$0
Section 2.26 Toll Infrastructure		\$0
Section 2.27 Transit		\$0
Section 2.28 Design Quality Management	13	\$3,300
Section 2.30 Water Crossings		\$0
Section 2.31 Vertical Construction	700	\$165,672
Totals	788	\$198,494

d. An analysis of the progress schedule showing the schedule change or disruption if the Design-Builder is asserting a schedule change or disruption.

In the event the design-builder were to adhere to WSDOT's interpretive engineering decision and provide a redesign of the waterproofing system, AECOM will incur schedule impacts. At this time, AECOM currently estimates the redesign, if required by WSDOT, will take approximately 4 weeks to provide Final, 3 weeks for WSDOT review and comment, and 9 weeks to provide RFC after receipt of WSDOT comments. AECOM is analyzing delay and corresponding cost; once all impacts are known, AECOM will request a time extension and additional funds. This design will be worked through concurrently with other contractual design deliverables and may cause delay to contractual submittals previously developed. Actual delay is currently being evaluated and will be provided once full delay is assessed.

Note that the foregoing cost and schedule estimates are preliminary, based only on the information available to AECOM at this time. As more information becomes available, additional impacts may be discovered which are unknown as of today, and which are specifically excluded from the cost and schedule impact estimates. The above estimates should not be considered binding, and they may need to be revised as additional information is gathered. 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 protest to WSDOT per the Design Subcontract and Design-Build Contract no later than December 19, 2025.

Yours sincerely,

AECOM Technical Services, Inc.



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cc: E. Grant, J. Waldron, R. Patterson, J. Guerrero