

SKANSKA

March 16, 2026

Letter No. 378
BY-CRE-04938

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: Response to SL-285 and Proposed Resolution – KCM Power Vault (Protest 013 / Issue SKA-0247)

Reference: Skanska SL-257 (10/17/25), SL-303 (12/23/25), SL-327 (1/22/26), SL-345 (2/9/26); WSDOT SL-188 (10/30/25), SL-217 (12/11/25), SL-235 (1/8/26), SL-250 (1/26/26), SL-285 (3/2/26)

Ms. Pao:

Skanska USA Civil ("Skanska") submits this response to WSDOT Serial Letter No. 9727-285 dated March 2, 2026, regarding Protest 013. While Skanska disagrees with WSDOT's position for the reasons set forth below, Skanska's primary objective is to reach a mutually acceptable resolution that allows the Work to proceed efficiently. To that end, Skanska proposes resolution options within the existing Contract framework.

BACKGROUND

The relevant correspondence is summarized below:

- 09/02/25 – Design-Build Team discovers unlisted KCM power vault at Brickyard P&R; vault not in Appendix U2, U3, or N1 as-builts
- 10/15/25 – KCM (Brandt Scanlan) states direction must come from WSDOT, not KCM; requests meeting with WSDOT/ST
- 10/17/25 – Skanska SL-257: Notifies WSDOT of vault conflict; requests Owner-Initiated Change (OIC)
- 10/30/25 – WSDOT SL-188: Acknowledges receipt; states WSDOT is determining if vault is Major Underground Utility or Service Line; directs Force Account tracking while evaluating OIC
- 12/11/25 – WSDOT SL-217: Denies OIC; vault is not Major Underground Utility or Service Line
- 12/23/25 – Skanska SL-303: Requests reconsideration
- 01/08/26 – WSDOT SL-235: Reaffirms denial; introduces "property improvement/appurtenance" classification
- 01/22/26 – Skanska SL-327: Notice of Protest 013
- 01/26/26 – WSDOT SL-250: Requests supplemental information

SKANSKA

- 02/09/26 – Skanska SL-345: Supplemental protest statement with AECOM, Perteet, and KCM enclosures
- 2/18/26 – KCM Vault Coordination Meeting with WSDOT, KCM, and Skanska.
- 03/02/26 – WSDOT SL-285: Denies protest; introduces new arguments (GP 1-07.16(1), RFP 2.16.3.5.6)

UNANSWERED ISSUES

Despite five months of formal and informal correspondence, the following issues raised by Skanska remain unaddressed by WSDOT:

1. The vault was not listed in Appendix U2 (Existing Utility Listing), Appendix U3 (Utility Owner Contact List), or the Appendix N1 as-built drawings for Brickyard Park & Ride. This is not an "inaccuracy" – it is a complete omission.
2. WSDOT's classification of the vault has shifted. In SL-188 (October 30, 2025), WSDOT stated it was "determining whether this line should be classified as a Major Underground Utility or a Service Line" – only two options. WSDOT later introduced "property improvement/appurtenance" (SL-235), a term undefined in the Contract with no treatment or risk allocation.
3. KCM has refused to provide direction. On October 15, 2025, KCM (Brandt Scanlan) explicitly stated: "I do not intend to issue direction to Skanska – that will need to come from the project owner" and "Ultimately, direction to Skanska to resolve this will need to come from WSDOT and not from me/King County."
4. Subsequently on February 18, 2026, Skanska met with KCM and WSDOT to discuss a resolution. In that meeting, all parties agreed that adjusting the vault to grade and replacing it with a traffic rated lid was the simplest path forward. However, following the meeting, KCM identified a potential safety risk of accessing the vault and requested additional information. Skanska has provided the requested documents but has not received a response from KCM.

RESPONSE TO WSDOT'S ARGUMENTS IN SL-285

GP 1-07.16(1) – "Legally on the Right of Way"

WSDOT cites GP 1-07.16(1) to argue that Skanska must protect "improvements legally on the Right of Way." However, this provision applies only to improvements that are legally present on WSDOT property. The KCM power vault does not meet this threshold. WSDOT has not produced any documentation – permit, franchise agreement, easement, interagency agreement, or other authorization – establishing KCM's legal right to occupy WSDOT's Limited Access Right of Way at Brickyard Park & Ride. An undisclosed, unauthorized facility cannot be an improvement "legally on the Right of Way" that Skanska was contractually obligated to protect.

RFP Section 2.16.3.5.6 – Junction Boxes, Pull Boxes, Cable Vaults

WSDOT cites RFP Section 2.16.3.5.6 to argue that existing vaults impacted by the Work must meet Heavy Duty standards or be relocated outside the traveled way. This section addresses WSDOT electrical infrastructure identified in the Contract Documents – not third-party facilities (KCM) that were completely undisclosed. Skanska cannot be held to design and construction requirements for facilities

SKANSKA

whose existence was unknown and omitted from the Contract Documents. This section does not create a basis for denying Skanska's entitlement to an equitable adjustment.

GP 1-07.17(9).4 – Inaccuracies vs. Omissions

WSDOT relies on GP 1-07.17(9).4 Item 3, which bars Change Orders for "inaccuracies in Utility Information regarding Utilities other than Major Underground Utilities." This provision addresses inaccurate depictions – not complete absence. The KCM vault was not identified. This distinction is material: the risk allocation for known utilities depicted with some degree of inaccuracy differs fundamentally from the risk of undisclosed utilities that could not have been anticipated from the Contract Documents.

PROPOSED RESOLUTION

Skanska proposes the following resolution options, any of which would allow the parties to close this issue without further dispute proceedings:

1. **Force Account Conversion (Section 1-09.6):** Convert the existing Force Account work to an agreed lump sum for the raise-to-grade scope. WSDOT directed Force Account tracking in SL-188; this approach formalizes payment through an existing mechanism.
2. **WSDOT-Initiated Change (Section 1-04.4(1)):** WSDOT issues a change order for the vault work as added scope necessitated by an undisclosed site condition.
3. **Cost Responsibility Determination (Section 1-07.17(10)):** WSDOT issues a determination that the KCM vault work is WSDOT's cost responsibility, to be processed as a directed change under Section 1-04.4.

Skanska is prepared to meet with WSDOT to finalize scope, cost, and schedule impacts under any of these approaches.

PATH FORWARD

Skanska continues to coordinate with KCM to identify the least-cost solution to address the vault conflict. Based on coordination to date, the preferred approach is to raise the existing vault to grade. Skanska will continue Force Account documentation of all vault-related costs in accordance with Section 1-09.6.

Skanska reiterates its request that WSDOT provide formal direction regarding resolution of the KCM power vault conflict. Neither WSDOT nor KCM has provided actionable direction despite five months of formal correspondence. Skanska requires Owner direction to proceed.

RESERVATION OF RIGHTS

Notwithstanding the resolution options proposed above, Skanska reserves all rights under the Contract, including but not limited to:

1. The right to refer this matter to the Disputes Review Board pursuant to Section 1-04.5(1);
2. The right to an equitable adjustment for all costs incurred in addressing the undisclosed KCM power vault;
3. The right to recover all costs documented under Force Account pursuant to Section 1-09.6; and
4. All other rights and remedies available under the Contract and at law.

SKANSKA

Nothing in this letter or Skanska's continued performance of the Work shall constitute a waiver of any rights, claims, or defenses.

Regards,



Patrick Prendergast, Vice President

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

Attachments:

1. AECOM Notice of Dispute Letter for KCM Power Vault (March 13, 2026)



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

3/13/2026

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. 9727-285, and Notice of Dispute per RFP Section 1-04.5
I-405/Brickyard to SR 527 Improvement Project
Contract No: 009727
PCN-00142 – KCM Vault

Dear Mr. Prendergast:

AECOM acknowledges receipt of WSDOT's correspondence (WSDOT SL No. 9727-285), dated March 2, 2026. In this letter, WSDOT determined that Protest No 013 pertaining to the KCM Vault is without merit. (See Skanska Letter No. 345, RE: Supplemental Notice of Protest 013 – KCM Power Vault Classification (LTR 345)) and the attached AECOM letter dated February 9, 2026 – Notice of Protest 013 – Supplemental Information – Issue SKA 0247 – KCM Power Vault Classification.

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).

AECOM supports Skanska in its request for WSDOT to provide a clear path forward and its pursuit in proposing resolutions for WSDOT to choose. AECOM requests Skanska send this letter at their discretion and for a full reservation of rights for AECOM.

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 March 16, 2026.**

Yours sincerely,

AECOM Technical Services, Inc.

A handwritten signature in black ink, appearing to read 'Jon Guerrero', with a stylized flourish at the end.

Jon Guerrero, PE

M: 206.579.0292

E: jon.guerrero@aecom.com

cc: Evan Grant (AECOM)
Jack Waldron (AECOM)