



February 20, 2026

Letter No. 356
BY-CRE-04740

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 Protest 014 – NB405 Bridge 405/103E Widening – ATC-1 Interpretation

Reference:

1. WSDOT SL No. 9727-201, NB405: Bridge 405/103E Widening (November 21, 2025)
2. Skanska Letter No. 288, NB405: Bridge 405/103E Widening (December 5, 2025)
3. WSDOT SL No. 9727-237, RE: Skanska Serial Letter No. 288 (January 13, 2026)
4. Skanska Letter No. 333, NB405: Bridge 405/103E Widening, Response to WSDOT SL-237 (January 27, 2026)
5. WSDOT SL No. 9727-262, RE: Skanska Serial Letter No. 333 (February 6, 2026)
6. General Provisions Section 1-04.5 – Procedure, Protest, and Dispute by the Design-Builder

Dear Ms. Pao:

Skanska is in receipt of WSDOT Serial Letter No. 9727-262, dated February 6, 2026, wherein WSDOT reiterates its position that ATC-1 requires a bridge widening design that is fully continuous with the existing superstructure and substructure, and directs Skanska to either submit a DBIC or pursue protest procedures per RFP Section 1-04.5.

Skanska disagrees with WSDOT's interpretation of ATC-1 and hereby submits this Notice of Protest in accordance with General Provisions Section 1-04.5.

Timeline of Events:

- **11/21/25** – WSDOT issued SL-201 directing Skanska to provide bridge design per ATC-1 or request a DBIC; introduced Forward Compatibility requirement for future fish passage.
- **12/05/25** – Skanska issued Letter No. 288 disagreeing with WSDOT's interpretation of ATC-1 and asserting Forward Compatibility is not a contract requirement.
- **01/13/26** – WSDOT issued SL-237 reiterating position that ATC-1 requires full structural continuity; acknowledged Forward Compatibility was incorrect terminology; cited GP 1-03.2 Order of Precedence and GP 1-04.4(5)(n).
- **01/27/26** – Skanska issued Letter No. 333 maintaining disagreement with WSDOT's ATC-1 interpretation and requesting WSDOT identify specific contract language requiring full continuity.
- **02/06/26** – WSDOT issued SL-262 maintaining position and directing Skanska to either submit a DBIC or pursue protest procedures per Section 1-04.5.

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1. Nature of the Protest

WSDOT's Written Determination in SL-262 maintains that ATC-1 commits Skanska to a fully continuous bridge widening design with footings at elevation 87.0 feet. WSDOT further states that any deviation requires a DBIC, with cost and time impacts being Skanska's responsibility per GP 1-04.4(5)(n). Skanska and AECOM disagree with this interpretation. ATC-1 describes design elements but does not mandate full structural continuity between the new widening and the existing superstructure and substructure.

2. Basis for Protest

Skanska's protest is based on the following:

a. ATC-1 Expressly Contemplates Design Flexibility

ATC-1, Page 3, Item 3 states: "Please, note the final design of combining the spread footing and the existing drilled shaft will be determined during final design."

This language expressly contemplates that final design details would be determined later, not locked in at ATC approval. WSDOT's interpretation that ATC-1 mandates a specific design approach contradicts this express language.

b. ATC-1 Does Not Require Full Structural Continuity

While ATC-1 describes design elements including combined spread footings, pier walls, and widened pier diaphragm/pier cap, it does not explicitly require full structural continuity with the existing structure. The phrase "widened to match the existing structure" (ATC-1, Page 3, Item 6) describes dimensional matching, not structural continuity.

c. WSDOT's Order of Precedence Argument Is Misapplied

WSDOT cites GP 1-03.2 Order of Precedence, arguing that ATC-1 offers something "more advantageous to WSDOT" and is therefore binding. However, this provision applies to offers of higher quality or additional services. ATC-1 describes a design concept, not a final design commitment. The ATC itself states final design details would be determined during final design.

d. Forward Compatibility Was Acknowledged as Incorrect

WSDOT acknowledged in SL-237 that the term "Forward Compatibility" was incorrect and that there is no such contract requirement governing the existing culvert at Bridge 405/103E. This acknowledgment undermines the original basis for WSDOT's position in SL-201.

e. DBIC Is Not an Appropriate Path Forward

Skanska does not believe a DBIC is an appropriate path forward given the current disagreement regarding the applicability of figures within ATCs. WSDOT has taken inconsistent positions on this issue - for example, in correspondence dated January 29, 2025 regarding 17th Avenue, WSDOT stated that a figure within ATC-8 did not apply and would not override other contract requirements. Skanska requests WSDOT clarify its position on the applicability of figures within ATC-1 and ATC-8.

3. Request for Extension to Supplement

In accordance with General Provisions Section 1-04.5, which provides that Skanska shall supplement the Written protest within 14 Calendar Days, "or an extension of time as agreed by the WSDOT Engineer in writing," Skanska respectfully requests an extension of 14 calendar days beyond the standard timeframe to ensure development of a comprehensive supplemental submission.

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Skanska anticipates providing supplemental documentation, including:

- Full discussion of circumstances with contract references
- Estimated cost impact with detailed breakdown
- Schedule analysis as applicable
- Supporting documentation from AECOM

Skanska requests WSDOT confirm this extension in writing.

4. Reservation of Rights

Skanska reserves all rights under the Contract and applicable law, including the right to seek equitable adjustment for cost and time impacts and to pursue dispute resolution up to and including the DRB per GP 1-04.5(1).

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.

Should you have any questions or require additional information regarding this matter, 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:

2026.02.20 – AECOM Notice of Protest - WSDOT SL No. 9727-262 – Bridge 103E



AECOM Technical Services, Inc.
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Seattle, WA 98101, USA
aecom.com

2/20/2026

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

Project: I-405, Brickyard to SR 527 Improvement Project
Contract No: 009727
RE: WSDOT SL No: 9727-262 RE: Skanska Serial Letter No.333 – NB405 Bridge 405/103E Widening,
Response to WSDOT SL 9727-237 v2 – Notice of Protest

Mr. Prendergast,

This letter is in response to WSDOT's correspondence WSDOT SL No. 9727-262, dated February 6, 2026. In this letter, WSDOT reiterates their position and belief that ATC-1, "requires structure widening to be fully continuous with the existing superstructure and substructure." WSDOT references their previous letter, SL No. 9727-237v2, dated January 13, 2026, but provides no new information to support their case.

In response, AECOM will also reiterate our disagreement with WSDOT's interpretation of the content of ATC-1. AECOM's position maintains that ATC-1 does not dictate the requirement for a structure widening to be fully continuous with the existing superstructure and substructure. We also maintain that our current design is contract compliant and WSDOT's disagreement will likely impact project schedule.

As AECOM disagrees with the WSDOT Engineer's Written Determination set forth in the aforementioned letter, we are hereby submitting a formal notice of protest in accordance with Section 1-04.5 (1) of the RFP. The protest is based on the assertion that AECOM is entitled to equitable adjustments to the Contract Price and Contract Time.

AECOM does not believe at this time that a DBIC is an appropriate path forward due to the current disagreement of the applicability of a figure within an ATC. In an email dated 1/29/25, in reference to a disagreement between WSDOT and the design-build team on a roadway requirement on 17th Avenue, WSDOT stated that a figure within ATC-8 did not apply and would not override what they viewed as required per the City Standard. AECOM requests WSDOT to clarify their position on applicability of figures within ATC-1 and ATC-8.

AECOM has continued to work with Skanska and the WSDOT SME's on possible options for the widening and retrofit of this bridge and will continue to progress discussions in hopes of coming to an agreement with the owner WSDOT team on this issue. We look forward to continuing our collaboration with WSDOT on these alternatives.

Pursuant to Section 1-04.5 (2) of the RFP, AECOM intends to supplement this written protest. Given the substantial time required to prepare a comprehensive report detailing the relevant facts and their impacts, the standard timeframe of 14 calendar days is insufficient. Therefore, AECOM respectfully requests an extension of 14 calendar days to ensure the development of an exhaustive and detailed supplemental submission.

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.

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

T: 206-579-0292

E: jon.guerrero@aecom.com

cc: Evan Grant (AECOM)
Richard Patterson (AECOM)