SKANSKA

March 6, 2026

Letter No. 370
BY-CRE-04862

Washington State Department of Transportation
I-405/SR 167Program
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: **Supplement to 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. Skanska Letter No. 356, Notice of Protest 014 – NB405 Bridge 405/103E Widening – ATC-1 Interpretation (February 20, 2026)
7. WSDOT SL No. 9727-277, RE: Notice of Protest 014 (February 23, 2026)
8. AECOM Notice of Protest Supplemental Information, PCN-00080 – Bridge 103E Widening (March 6, 2026)
9. General Provisions Section 1-04.5 – Procedure, Protest, and Dispute by the Design-Builder

Dear Ms. Pao:

Skanska submits this Supplement to Notice of Protest 014 in accordance with General Provisions Section 1-04.5(2). This supplement is provided in response to WSDOT SL No. 9727-277, dated February 23, 2026, which denied Skanska's request for an extension and established a supplemental submission deadline of March 6, 2026.

1. Protested Determination (GP 1-04.5(2)(a))

As set forth in Notice of Protest 014 (Skanska Letter No. 356), Skanska protests WSDOT's Written Determination in SL No. 9727-262, dated February 6, 2026, wherein WSDOT directed Skanska to either submit a DBIC or pursue protest procedures based on WSDOT's interpretation that ATC-1 requires a bridge widening design that is fully continuous with the existing superstructure and substructure, with footings at elevation 87.0 feet.

2. Discussion of Circumstances (GP 1-04.5(2)(b))

Skanska incorporates by reference the attached AECOM Notice of Protest Supplemental Information dated March 6, 2026, which provides a comprehensive discussion of the circumstances surrounding this protest, including:

- A detailed chronology of events from April 3, 2023 (ATC-1 approval) through February 23, 2026
- Names of persons involved and nature of work affected
- Contract and design document references supporting the protest
- Technical analysis demonstrating AECOM's design is contract-compliant
- WSDOT's November 19, 2024 comment closure accepting the separate substructure approach, which was subsequently reversed by WSDOT in March 2025
- Eight design alternatives presented to WSDOT during the October 22, 2025 Type Selection Workshop
- Bridge Design Manual and industry standard references (including Caltrans MTD 9-3) supporting the use of separate substructures for bridge widenings

Skanska and AECOM maintain that ATC-1 does not require full structural continuity between the new widening and the existing superstructure and substructure. ATC-1, Page 3, Item 3 expressly states that "the final design of combining the spread footing and the existing drilled shaft will be determined during final design," contemplating design flexibility rather than a locked-in approach.

3. Direction to Proceed

In accordance with GP 1-04.5, which provides that "the Design-Builder shall proceed promptly with the Work as the WSDOT Engineer orders," Skanska will direct AECOM to proceed with the bridge widening design per WSDOT's interpretation of ATC-1.

However, Skanska does not concede that ATC-1 requires full structural continuity. Skanska considers WSDOT's direction to constitute a change to the Contract under GP 1-04.4, entitling Skanska to equitable adjustment for cost and time impacts resulting from this directed work.

4. Estimated Cost Impact (GP 1-04.5(2)(c))

The estimated cost impact resulting from WSDOT's directed work is summarized below:

Cost Category	Amount
AECOM Design Costs	**$1,071,847**
Skanska Construction Costs	**$334,396**
Total Estimated Cost Impact	**$1,406,243**

The foregoing estimates are preliminary, based on information available at this time. Skanska reserves the right to supplement this submission with refined cost information as more information becomes available.

5. Schedule Analysis (GP 1-04.5(2)(d))

AECOM has indicated they anticipate spending an additional 6 months to submit final design and approximately 4 months to submit RFC with the current direction. AECOM is developing a delay analysis and will provide actual delay information upon completion. However this schedule timeline is an estimate based on WSDOT’s participation during the review and approval process of AECOM’s design submittals. Skanska reserves the right to supplement this submission with schedule impact information as the delay analysis is completed.

6. 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).

SKANSKA

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:
2026.03.06 – AECOM Supplement to Notice of Protest – Bridge 103E Widening
Skanska Cost Estimate – 228th Bridge Widening - Supplement

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aecom.com

March 6, 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

Re: I-405/Brickyard to SR 527 Improvement Project (the "Project")
AECOM Project No. 60713342
Notice of Protest Supplemental Information
PCN-00080 – Bridge 103E Widening

Dear Mr. Prendergast:

I am writing on behalf of AECOM in response to WSDOT's Serial Letter No. 9727-262 entitled, "RE: Skanska Serial Letter No.333 – NB405 Bridge 405/103E Widening, Response to WSDOT SL-237 v2" and dated February 6, 2026, and follow up letter, WSDOT's Serial Letter No. 9727-277 entitled "RE: Notice of Protest 014 – NB405 Bridge 405/103E Widening – ATC-1 Interpretation," dated February 23, 2026. 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's interpretation of ATC-1 and their position that ATC-1 requires structure 103E widening to be fully continuous with the existing superstructure and substructure as shown in Figure 2. **As required 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 March 6, 2026.**

As a supplement to AECOM's Notice of Protest, dated February 20, 2026, entitled, "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," 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: February 6, 2026

Nature of Protested Order: On February 6, 2026, WSDOT advised in Serial Letter No. 9727-262 their position on the interpretation of ATC-1. WSDOT's position as stated, is ATC-1 requires the structure widening at Bridge 103E to be fully continuous with the existing superstructure and substructure due to the conceptual design shown in Figure 2.

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.

In accordance with General Provision 1-01.3, Alternative Technical Concept (ATC) is defined as, "A concept proposed by the Design-Builder and approved by WSDOT pursuant to the Instructions to

Proposers, which modifies the Basic Configuration or other Contract requirements." The design build team submitted ATC-1 for WSDOT review and approval to utilize Pier Walls at intermediate Piers 2 and 3 for existing Bridges 405/103E and 405/103W and eliminate the new column for bridge 405/103E. ATC-1 also eliminated the steel jacket requirements for 1960s columns and the Pier Cap bolsters for the intermediate Piers for both bridges. As stated in ATC-1, "The goal of the proposed ATC is to meet the Ductility-Demand Seismic Requirements for Recovery-Level Bridges and reduce traffic impact during construction by eliminating the need for the new columns and shafts for Bridge 405/103E."

On April 3, 2023, WSDOT provided approval for ATC-1 to be incorporated into the design. The Design Build team began implementing this concept with the knowledge that Changes to the Technical Requirements are as follows:

Section 2.13.4.1.2, Bridge Widening Criteria, page 2.13-11, lines 3, 4 and 5:

a. Modify this sentence: "Foundations for widening of Bridge 405/103E shall be designed to impose no load or deformation on the South Fork Perry Creek culvert. Existing Culvert shall be protected in place at all times."

Section 2.13.4.1.14, Bridge Seismic Retrofit Design Criteria, page 2.13-17, lines 29 and 30:

a. Replace this: "For Bridge No. 405/103W, provide steel column jackets for the three western columns at Pier 2 and 3 (columns built prior to 1980)."

b. For this: "For Bridge No. 405/103W, provide Infill Wall at Pier 2 and 3.

Lines 9–26 of ATC01 (page 3) present high-level conceptual alternatives developed using the limited geotechnical and structural information available during the bidding phase. As noted in Item 1 (Line 10), the preliminary Design Analysis summarized in Items 2 through 4 assumes the presence of liquefiable soils at Piers 2 and 3, which drives the conceptual foundation considerations presented herein. As stated in Lines 19–21, "please, note the final design of combining the spread footing and the existing drilled shaft will be determined during final design." Accordingly, the information provided in this section should be treated as conceptual only.

With this information, the design team submitted Preliminary design for Bridge 103E on 5/1/2024. Comments were provided by WSDOT. In one of the comments, Comment #9, WSDOT asked how the existing bridge and the new widening portion were connected to meet Bridge Design Manual (BDM) requirements. AECOM responded stating, "a closure strip will be provided in the deck slab, and that for the substructure, the new widening portion will be separated from the existing structure using a 1/2" pre-molded joint filler to control and minimize differential settlement." WSDOT closed the comment with this response on November 19, 2024. Because of the closed comment, AECOM understood WSDOT accepted the approach of separating the substructures, and the final design proceeded based on this design strategy.

In March 2025 Structures task force meetings, WSDOT consultant (Jason Pang) expressed the view that the Bridge 103E design, which uses separate footings, was not contractually compliant and sought to overturn the previously agreed-upon approach.

WSDOT has expressed ongoing concerns regarding the design, although they have not referenced specific sections of the contract that they believe may have been violated. AECOM has made several attempts to engage with WSDOT through multiple follow-ups and meetings, including recurring task force discussions, to address these concerns. When these meetings did not lead to a resolution of WSDOT's allegations, AECOM reached out via email to seek clarification on the aspects of the design that were perceived as unsatisfactory in relation to the contract. Unfortunately, AECOM did not receive a response to these inquiries.

In May 2025, more concerns about the design compliance were raised without providing supporting evidence. To facilitate a constructive dialogue, AECOM's Sammy Tu reached out to Pang via email, reiterating AECOM's position that the current design concept complies with the contract and meets the requirements outlined in Section 4 of the Bridge Design Manual (BDM). Tu invited Pang to share any questions or comments regarding his interpretation of the BDM. As of now, AECOM is still awaiting a response from WSDOT.

In an attempt to resolve this issue another way and continue the structural task force meetings effectively, AECOM Design Manager (Ryan Abraham) discussed this issue with another WSDOT consultant, Sonia Berriz. WSDOT consultant (Berriz) notified AECOM that WSDOT collectively did not believe AECOM's design was contract compliant with separate footings, however there was nothing in the contract, other than WSDOT's interpretation of ATC-1 that required the design build team to provide a different approach. AECOM and WSDOT agreed to stop conversations on the compliance of Bridge 103E until there was an agreement on interpretation of ATC-1.

One month elapsed without reaching a resolution regarding the ATC-1 concept. To hasten a consensus, the Design Build team submitted RFI 461 requesting WSDOT review the structural approach of the widening for Bridge I-405/103E.

RFI 461 Request:

> ”The Design-Build (DB) Team respectfully submits this Request for Information (RFI) to clarify our position regarding the structural approach for the widening of Bridge 405/103E and the protection of the existing culvert, as referenced in the ATC exhibits and contract documents.
>
> Due to the highly environmentally sensitive protected waterway, the absence of as-built drawings, and further investigation of existing conditions, the design-build team has determined that safely protecting the existing culvert as it passes through the shear wall, as shown in the ATC exhibits, is not feasible. Instead, our proposed bridge widening approach includes installing a pile cap with a shear wall above the existing culvert, supported by small-diameter shafts to minimize impacts. We believe the "Proposed RFP Modifications" outlined in the ATC and other contract provisions support this solution, and no additional DBICs are required.
>
> The DB Team's position is the contract documents do not require the existing substructure of 103E to be connected to the widened substructure of 103E. The superstructure of the widened portion of 103E will be structurally connected to the existing superstructure of 103E by the reinforced concrete deck and diaphragm closure strips between the existing outside girder and the new adjacent girder. The bridge widening and superstructure connection will be designed to meet the contract design requirements. The substructure of the widened portion of 103E, including pier caps, will be separate from the existing substructure and designed accordingly per the contract design requirements.
>
> We respectfully request confirmation from WSDOT that this interpretation aligns with the intent of the contract documents and that no further DBICs are necessary for this approach.”

WSDOT responded stating the Design Build team should submit a DBIC if they wanted to proceed with the approach as stated in RFI 461. In July 2025, AECOM responded to WSDOT by submitting a follow up RFI, RFI 461.1, requesting clarification on the contract changes WSDOT suggested including in the DBIC. WSDOT responded to the RFI by noting Section 1-03.2 of the General Provisions and stating, “ATC 01 from the Design-Builder's proposal, states on page 3 lines 9 and 23 “This ATC will provide the following design for each bridge: A Pier Wall will be provided for Piers 2 and 3 as shown in Figure 2 (attached).” The ATC would need to be updated to show a new proposed design for the pier wall.”

As previously noted, ATC-1 was developed as a conceptual design based on limited geotechnical information available at the time. ATC-1 Page 3, Line 10 states, “The zones of potential soil liquefaction

within the proposed excavation for Piers 2 and Pier 3 will be removed and replaced thus mitigating the potential liquefaction at those locations as described in the design analysis section below."

Subsequent geotechnical borings and site investigations have since confirmed that no liquefiable soil layers exist at Pier 2 or Pier 3. With this updated site information, the deep buried footing assumed in the original ATC-1 conceptual design is no longer necessary for the widening portion.

In response to the revised site conditions and aim to resolve WSDOT concerns, AECOM developed eight design alternatives and conducted a Type-Selection Workshop with WSDOT on October 22, 2025. During the workshop, AECOM presented a detailed analysis for each option and specifically outlined the following key disadvantages of Option 2 (ATC-1 as interpreted by WSDOT, see Figure 1) when compared with Option 3 (the DB team's proposed design that follow's the ATC-1 agreed approach when incorporating the updated geotechnical information, see Figure 2):

1. Code requirements

   BDM 15.2.10 states, "the design of the widening shall conform to current standards and not the standards used to design and construct the existing structure." Under the ATC-1 approach as interpreted by WSDOT, the widened portion would introduce in-ground plastic hinges, which are difficult to access for inspection and would result in significant post-earthquake repair and maintenance challenges.

2. Traffic impacts on 228th Avenue

   Combining the existing footing with the new footing requires a closure strip. Installing this closure strip necessitates excavating and leaving open a footing trench, resulting in substantial disruption to 228th Avenue and would likely make it difficult—or even impossible—to maintain two operational traffic lanes during construction.

3. Protection of the existing culvert

   The existing culvert is aged, has no as-built documentation, and is expected to be fragile. The ATC-1 concept as interpreted by WSDOT involves excavation beneath the culvert, which would significantly disturb it and introduce a high risk to its structural integrity during construction.

   In contrast, Option 3 (the Design-Build team's proposed approach) does not disturb the existing culvert, thereby presenting minimal risk.

4. Extended construction duration

   ATC-1 as interpreted by WSDOT requires a longer and more complex construction sequence, resulting in prolonged impacts to local traffic and greater disruption to the surrounding community.

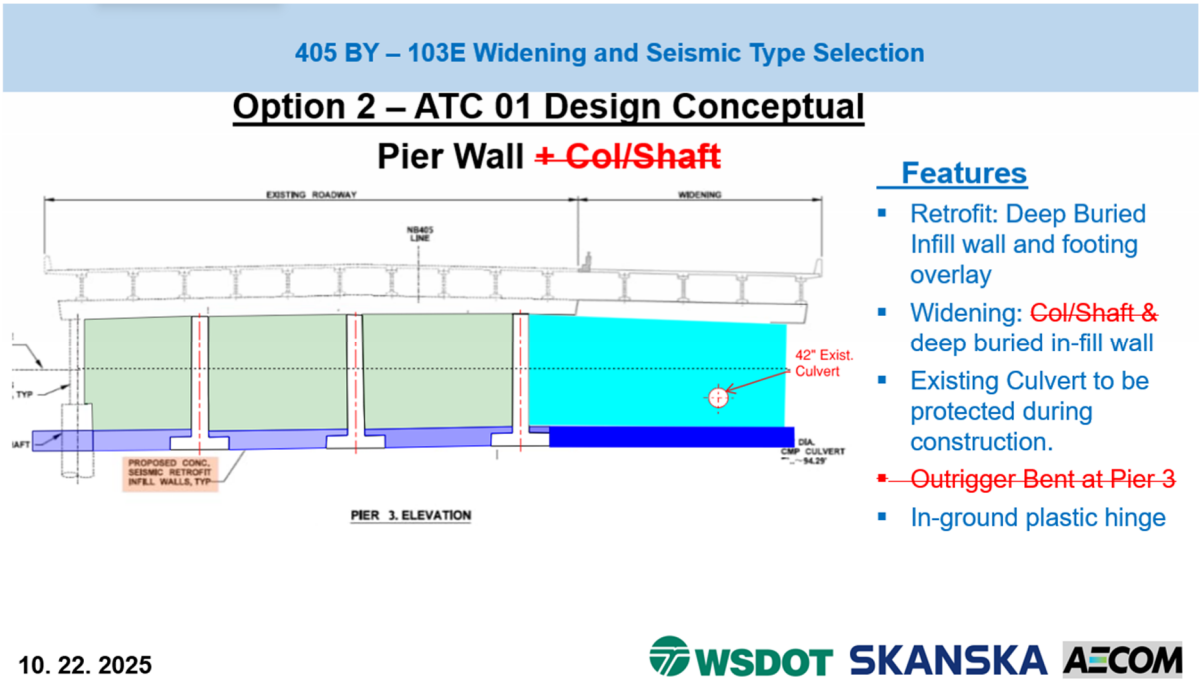

Figure 1 – ATC01 Design Approach at Pier 3

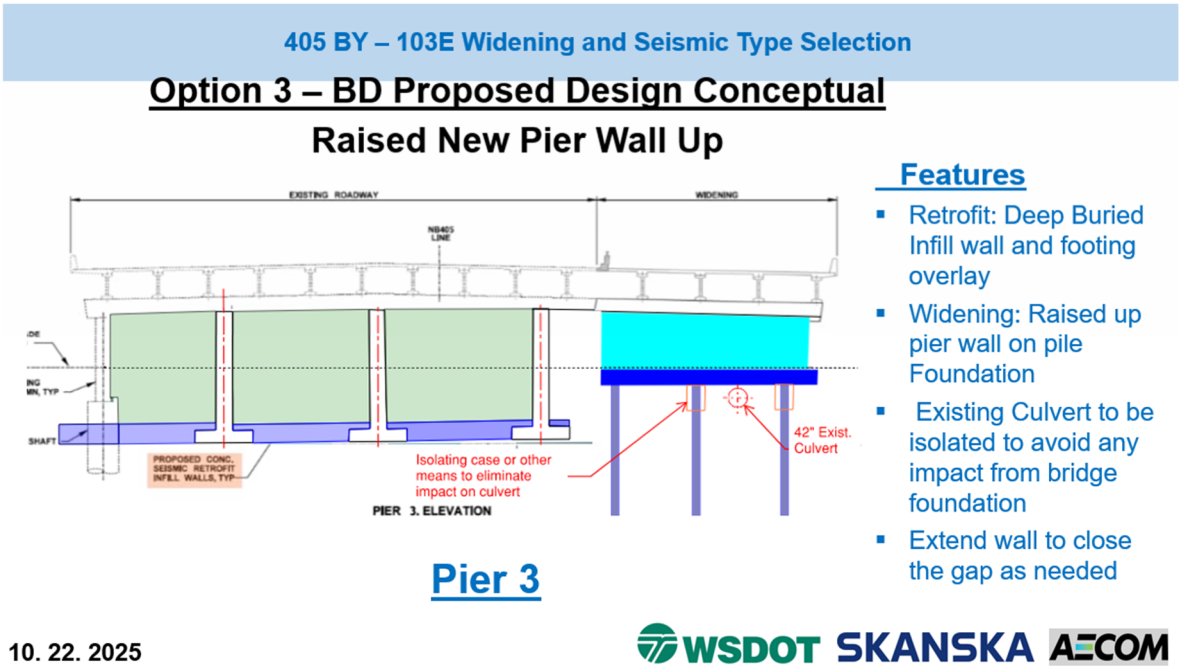

Figure 2 – BD Team Proposed Design Approach at Pier 3

During the workshop, AECOM demonstrated that using separate substructures for the widening and the existing structure is a well-established engineering practice, particularly in high-seismic regions. For example, Caltrans MTD 9-3, Widening Existing Bridge Under Substructure, states:

“Generally, for cast-in-place structures, the bent caps should not be attached unless structurally beneficial to the bridge.”

This practice is also observed in WSDOT structures. As shown in Figure 3 (I-405 Main Line Bridge over Talbot Road), the existing bridge and the widened portion utilize separate substructures, supporting the appropriateness of the Design-Build team's proposed approach.

Figure 3 – I-405 Mainline Bridge Over Talbot Road

During the workshop, WSDOT said they would accept Options 1, 2, and 4. They noted that Option 3 would require a DBIC, and that getting approval for that DBIC would likely be difficult.

During the November 13, 2025 RCSR meeting, AECOM explained that the ATC-1 approach as interpreted by WSDOT would require a closure pour at the substructure, and that this closure pour would significantly impact traffic on 228th Ave. WSDOT (Jason Pang) suggested two alternatives:

1. **No closure pour:**
   Analyze and design the bridge to accommodate settlement directly, providing sufficient reinforcement to handle settlement effects.
2. **Closure pour for the wall only:**
   Keep the wall formwork in place for the closure pour but backfill the footing without a closure pour. He noted that because the footing is embedded, settlement-related cracking would not be a concern.

In WSDOT's letter (SL 9727-201) dated Nov. 21, 2025, they required the 103E widening to follow ATC-1 with a continuous footing and pier wall, with the culvert running through the pier wall, and said the design needed to be forward compatible with a future fish-passage replacement.

The design build team responded on Dec. 5, 2025 (Letter 288), stating that Skanska and AECOM disagreed with WSDOT's interpretation of ATC-1 and that forward compatibility for a future fish passage is outside the contract scope. In WSDOT's Jan. 13, 2026 letter (SL 9727-237), they acknowledged that "forward compatibility" was not the correct term since there is no such Contract requirement governing the existing culvert at Bridge 405/103E.

After many efforts to show WSDOT the best path forward for design was Option 3 and the best product for the project, WSDOT chose to revert to their interpretation of the ATC-1 design. As stated above, “The goal of the proposed ATC is to meet the Ductility-Demand Seismic Requirements for Recovery-Level Bridges and reduce traffic impact during construction by eliminating the need for the new columns and shafts for Bridge 405/103E.” AECOM’s preferred design, Option 3, adheres to this objective, is contract compliant, and complies with the ATC-1 TR sections amended as well.

WSDOT has alleged in their previous letters that a DBIC is required for the current design concept of Bridge 103E to be contract compliant because Figure 2 of ATC-1 shows a fully continuous superstructure and substructure. AECOM disagrees that a DBIC is required as the current design is compliant, and in a similar instance, WSDOT has not considered a Figure shown in an ATC as required. AECOM’s Notice of Protest letter states, “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.” This was not addressed in WSDOT’s response to the Notice of Protest and AECOM is again requesting clarification.

For 11 months, March 2025 through February 2026, AECOM worked in good faith to progress design development with WSDOT. We prepared many exhibits showing design alternatives for Bridge 103E and the design build teams preferred design approach as WSDOT refused. The design team held meetings to resolve issues outside of task force, and maintained a collaborative effort with WSDOT. WSDOT has not provided clear direction and has since retracted their original statement agreeing to separate the bridge footing, and is forcing the Design Build team revert to the original ATC-1 concept. The design team has gone back and forth at our own expense to adhere to WSDOT’s concerns even though WSDOT has dismissed AECOM’s efforts. WSDOT has not been a constructive or collaborative partner to the Design Build Team on this topic. As AECOM has spent many hours in addition to base scope to resolve this issue, AECOM asserts additional compensation is owed for the time spent to date and rework necessary to backtrack to our original design.

For the good of the project we intend to proceed with WSDOT’s interpretation despite strongly disagreeing with its determination, and we plan to seek compensation for these efforts as shown in Item C in the next section.

Please note structures is not the only design discipline impacted by this issue and delay. If WSDOT requires a substructure closure pour in addition to the pier wall closure pour, MOT will also have additional costs due to the additional traffic shifts required.

Please see below for a timeline of events for the Bridge 103E Design:

4/3/2023: WSDOT provides letter stating approval of ATC-1.

11/19/2024: WSDOT closed out the preliminary comments and confirmed acceptance of the design approach using separate substructures for the widening portion and the existing bridge.

3/5/2025: Jason Pang (WSDOT consultant) first alleged that the design violated the contract in the Structures Task Force Meeting.

3/10/2025: AECOM held a separate meeting to present an exhibit to WSDOT for their review and comment on the potential DBIC previously discussed regarding the culvert underneath the bridge. Jason Pang (WSDOT consultant) claimed for a second time that the design violated the contract.

3/25/2025: AECOM held an RCSR meeting and Jason Pang (WSDOT consultant) stated the design violated the contract for the third time. AECOM emailed suggestions for DBIC language regarding the culvert under the bridge to WSDOT and asked that they review and provide comments.

3/27/2025: Sammy Tu (AECOM) followed up on the 3/25/25 meeting and emailed Jason Pang (WSDOT), “We have been designing the substructure of the widened portion to be separate from the existing substructure, with a closure strip only for the superstructure.” In this email, AECOM also requested clarification on WSDOT’s comment from the 3/25/25 meeting stating the substructures of the widening and the existing portion need to be combined. AECOM requested WSDOT clarify if this “combination” was mandatory.

4/1/2025: In the structures RCSR meeting, Sammy Tu (AECOM) asked Jason Pang (WSDOT) to cite which clause of the contract the design violated. Pang referred to RFP 2.13. Tu countered with his interpretation of RFP section 2.13.4.1.2 (Bridge Widening Design Criteria), where the restrictions alleged by Pang were not stated. AECOM also cited a previously resolved comment from WSDOT regarding this topic and Pang inferred the resolution was not applicable because he did not make or resolve the previous comment.

4/9/2025: AECOM has email documentation noting that WSDOT has pushed back on the proposal for seismic retrofit at 103E.

4/14/2025: AECOM emails Skanska stating AECOM has had multiple meetings with WSDOT and while they mention our design does not meet the contract, they cannot point to a specific section in the TR’s or BDM that states how our design does not meet contract.

4/30/2025: WSDOT states in Structures Task Force meeting they do not believe our design meets code and that the existing structure and widening is weak.

5/6/2025: AECOM (Tu) provides Bridge Design Manual References to WSDOT (Pang) and states the design team’s interpretation of the code. AECOM states how code requirements in Section 4 of the BDM, as previously negated by WSDOT, are being met. AECOM requests WSDOT state which code requirements they believe our design does not meet.

Hi Jason,

Following up on last Wednesday's task force meeting, you mentioned that our design does not meet BDM Section 4 requirements and that the connection between the existing structure and the widening is weak. Could you please provide the specific BDM sections and associated requirements that our design does not meet?

I reviewed BDM Section 4 and found that our design not only meets the code requirements but is also supported by the BDM. Please refer to the attached document for reference, where I have detailed a sentence-by-sentence check and highlighted some key points below:

- The widening falls under Case 2 as shown in BDM Figure 4.3-1.
- Figure 4.3-1 depicts that the existing column and the widening column are separate, and the foundation is believed to be separate as well. In our case, the column is rectangular (pier wall).
- The connection between the new and existing structures complies with BDM Figure 4.3-1 and is not weak. (I am unsure why you have the impression that the connection is weak.)
- The bridge will use #1 earthquake-resisting system longitudinally and #9 earthquake-resisting elements transversely. Both #1 and #9, as shown in BDM Figures 4.2.2-1 and 4.2.2-2, are permissible.
- BDM 4.3.3 – 4 indicates that the balanced stiffness criteria may not be fully met, but we will strive for the best-balanced frame stiffness. Our preliminary analysis indicates that the balanced stiffness is close to or meets code requirements.
- BDM 4.3.5 does not explicitly provide angular RAD requirements within one pier. However, our approach of using separate footings effectively eliminates differential settlement. The design complies with the "Do-No-Harm" principle for foundations as shown in Figure 4.3-1, Case 2.
- BDM 4.3.5 permits the use of different types of foundations for new structures.

Please review and feel free to let me know if you have any questions or comments.

5/9/2025: Sonia Berriz (WSDOT consultant) states they do not believe our design meets the contract requirements but that there is nothing in the contract for them to force the design team to use a different approach other than their position that they don’t agree with Design Team’s interpretation of ATC-1.

6/16/2025: Skanska and AECOM agree to RFI language to send to WSDOT in hopes of coming to an agreement on path forward for the widening design.

6/17/2025: AECOM submits RFI #00461: BY-CRE-02874_009727_RFI_00461_16.03.01_405 103E Seismic Retrofit and Widening to clarify the structural approach of the for widening Bridge 405/103E.

6/25/2025: WSDOT responds to RFI 461 stating the change proposed would require a DBIC.

7/8/2025: AECOM submits RFI #00461.1: BY-CRE-02982_009727_RFI_00461_16.03.01_405 103E Seismic Retrofit and Widening_REV01 to WSDOT requesting clarification on what contract changes WSDOT would like included in the DBIC requested in WSDOT's previous response to RFI 461.

7/18/2025: WSDOT responds to RFI 461.1 noting General Provision section 1-03.2 and stating, "ATC 01 from the Design-Builder's proposal, states on page 3 lines 9 and 23 "This ATC will provide the following design for each bridge: A Pier Wall will be provided for Piers 2 and 3 as shown in Figure 2 (attached)." The ATC would need to be updated to show a new proposed design for the pier wall."

10/17/2025: AECOM presented multiple options for bridge 103E widening design in a meeting with Skanska.

10/22/2022: AECOM held a type selection workshop with WSDOT.

11/21/2025: WSDOT provided letter SL 9727-201 "NB405: Bridge 405/103E Widening" stating their interpretation of ATC-1 and that, "WSDOT will not accept a design based on a structure widening that isn't fully continuous with the existing superstructure and substructure." They also state, "any footing or foundation structure that proposes to raise the bottom of the footing or shaft/column transition needs to be Forward Compatible with a future fish passage that would run parallel to 228th under the south span of the bridge."

12/4/2025: AECOM responded to WSDOT's letter SL 9727-201 disagreeing with WSDOT's position that ATC-1 requires the structure widening to be fully continuous with the existing superstructure and substructure and questions WSDOT's direction to incorporate Forward Compatibility into the design.

1/9/2026: WSDOT provided letter SL 9727-237v2 "NB405: Bridge 405/103E Widening" reiterating their stance that ATC-1 Figure 2 shows continuity with the existing structure and therefore the current design should reflect Figure 2. WSDOT also provides criteria for a DBIC they believe is needed, and notes they were incorrect in their previous letter regarding Forward Compatibility "since there is no such Contract requirement governing the existing culvert at Bridge 405/103E."

1/13/2026: WSDOT revised letter SL 9727-237 and sent SL 9727-237v2 "NB405: Bridge 405/103E Widening." This letter includes all items provided in the original letter version and includes hasher language, adding the Order of Precedence and GP 1-04.4(5)(n) arguments.

1/27/2026: Skanska and AECOM provide letter responses to WSDOT's SL 9727-237 collectively stating disagreement with WSDOT's interpretation of ATC-1 and acknowledging their incorrect statement regarding Forward Compatibility.

2/6/2026: WSDOT provided letter SL 9727-262 "RE: Skanska Serial Letter No.333 – NB405 Bridge 405/103E Widening, Response to WSDOT Sl-237 v2" reiterating their stance that ATC-1 requires the structure widening to be fully continuous with the existing superstructure and substructure. WSDOT again provides criteria for Skanska to submit a DBIC and notes they are not guaranteeing the DBIC will be approved. WSDOT states if the Design Build Team takes exception to their letter, the Design-Builder should provide a Notice of Protest.

2/20/2026: AECOM provided Notice of Protest to Skanska RE: SL 9727-237v2 stating our interpretation of ATC-1 and requesting additional clarification on how ATC Figures should be applied in the

contract. On as a previous ATC incorporated by the Design Build Team, WSDOT directed that the Figures included did not apply.

2/23/2026: WSDOT provided letter SL 9727-277 “RE: Notice of Protest 014 – NB405 Bridge 405/103E Widening – ATC-1 Interpretation” denying the request for an extension on providing supplemental information and stating the due date is Friday, March 6, 2026.

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 thus far is due to providing multiple design alternatives and exhibits for WSDOT after they stated they would not accept the Design Builder’s design concept for ATC-1. After many iterations of meetings and discussions throughout the year of March 2025 – February 2026, AECOM will be proceeding with the design of WSDOT’s interpretation of ATC-1 which will cause additional effort and rework for the design team. At this time, we estimate we have spent 300 hours to date and anticipate spending additional hours to incorporate WSDOT’s interpretation of ATC-1. Please see below for a summary of costs with the current WSDOT directed design:

I-405 Brickyard DB Project

PCN / CN #:	CO ## 80
Name of PCN/CO:	228 Bridge 405-103E and W retrofit and Widening
Date Updated:	3/5/2026

Discipline	Hours	Fee
Section 2.1 General / Management	229	$90,382
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	3476	$882,800
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*	387	$91,645
Section 2.26 Toll Infrastructure		$0
Section 2.27 Transit		$0
Section 2.28 Design Quality Management	27	$7,020
Section 2.30 Water Crossings		$0
Section 2.31 Vertical Construction		$0
Totals	4119	$1,071,847

*Note: MOT scope is only required if WSDOT requires a closure pour for the substructure.

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

AECOM has requested additional time to evaluate the impact of this issues. At this time, AECOM has spent 11 months negotiating the ATC-1 concept issue with WSDOT. We anticipate spending an additional 6 months to submit final, and approximately 4 months to submit RFC with the current direction to redesign the bridge with the original ATC-1 concept. Both of these durations are pending WSDOT comments are reasonable, provided in 3 weeks, and a closure pour is required for the substructure. AECOM is currently developing a delay analysis that will determine the actual delay. Upon completion, AECOM will revise this request to reflect actual delay, corresponding cost and a request for a time extension. This design will be worked through concurrently with other contractual design plan sets and will cause delay to the contractual submittals. Actual delay is currently being evaluated and will be provided once full delay is assessed.

Note that the foregoing 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. Again, **please promptly provide this notice of protest to WSDOT per the Design Subcontract and Design-Build Contract by no later than March 6, 2026.**

Yours sincerely,

AECOM Technical Services, Inc.

Jon Guerrero, PE
T: 206-579-0292
E: jon.guerrero@aecom.com

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

SKANSKA

QTY and Cost Analysis for Footing Closure Pour on 103E Widening
Footing closure pour will require an additional traffic shift on 228th
03/05/2026

Stage 1 Phase 2 (Stay on Phase 2 until P2 footing can be poured back)

Activity	Cost
Traffic Control	$16,000.00
Uniformed Police Officers	$8,000.00
Hydro Exc	$3,200.00
F/S Thru Rebar Bulkhead	$1,386.00
F/P/S Footing Closure Pour	$2,500.00
Self Consolidating Mix	$1,050.00
Shoring Engineering	$5,000.00
Shoring and Excavation	$61,600.00
Remove Shoring	$22,400.00
Backfill and Grade	$7,500.00
	$128,636.00

Stage 1 Phase 3 (Traffic Switch Back to North Side, P3)

Activity	Cost
Traffic Control	$19,200.00
Uniformed Police Officers	$9,600.00
Swing Barrier	$3,045.00
Pin Barrier	$2,400.00
Temp Traffic Signals	$0.00
Hydro Exc	$3,200.00
F/S Thru Rebar Bulkhead	$1,386.00
F/P/S Footing Closure Pour	$2,500.00
Self Consolidating Mix	$1,050.00
Shoring Engineering	$5,000.00
Shoring and Excavation	$61,600.00
Remove Shoring	$22,400.00
Backfill and Grade	$7,500.00
	$138,881.00

TOTAL IMPACT	$267,517.00
25% Markup	**$334,396.25**