

February 20, 2026

Patrick Prendergast, P.E.
Vice President
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18911 North Creek Parkway, Suite 300
Bothell, WA 98011

WSDOT SL No. 9727-271

Reference: **Contract No. 9727**
I-405, Brickyard to SR 527 Improvement Project

Subject: **RE: Protest of WSDOT SL 248 – PCO 156 – Contaminated Soil at Old Burlington Northern ROW**

Mr. Prendergast:

WSDOT is in receipt of Skanska LTR 344, Protest of WSDOT SL 248 – PCO 156 – Contaminated Soil at Old Burlington Northern ROW, dated February 6, 2026. Based on review of the arguments presented in LTR 344, WSDOT has determined the protest is without merit and the determination in WSDOT SL 248 stands. Per Section 1-04.5, Skanska may submit supplemental information by February 20, 2026.

Skanska LTR 344 asserts that E09a5 committed WSDOT to developing project-specific provisions for contamination and that none were delivered. Section 2.8.5.8 Hazardous Materials places inspection, mitigation, handling, and disposal of disclosed contamination within "The Work." Section 2.8 further requires the Design-Builder to prepare a Soil and Groundwater Management Plan that includes sampling, analyzing, and disposal requirements for contaminated soil encountered during excavation. Skanska followed this framework by sampling within the parcel boundary for the contaminant categories identified in Appendix E.

Section 2.8.5.8 Hazardous Material places handling and disposal of disclosed contamination within "The Work":

"Known contamination has been identified within the ROW. The Design-Builder shall refer to the Hazardous Materials Report in Appendix E. All identified contamination shall be addressed in the RFC Documents... The Work shall include inspection, mitigation, handling, and disposal of any known or suspected contamination."

The GSP payment provisions cited in Skanska LTR 344 do not alter this result. Section 1-03.2(2) Order of Precedence provides that, notwithstanding the order of precedence, "The Technical Requirements shall take precedence over all Mandatory Standards listed within the Technical Requirements.

Section 1-09.6, Force Account, does not provide an alternative basis for payment. Section 1-09.6 states, "An item which was included in the original scope of the Work will not be paid as force account unless a change as defined in Section 1-04.4 has occurred and the provisions require a

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payment adjustment." The contamination at Site ID 6 was included in the original scope. No such change has occurred.

The contamination encountered is not materially different from what was disclosed. E09a5 Table 7 identifies "TPH, Creosote, Metals" at Site ID 6. Arsenic is an RCRA metal; lube oil is a total petroleum hydrocarbon – both within the disclosed categories. Skanska acknowledged as much in LTR 308, noting that Appendix E "specifically identifies this location (Parcel #0926059170) as having 'TPH, Creosote, Metals,'" and the test results fall within the categories disclosed. The word "any" in Section 2.8.5.8 is not qualified by concentration level or waste classification.

LTR 344 also asserts contamination was found outside the area shown on E09a1 Figure 2. Site ID 6 is defined in E09a2 and E09a5 by King County Parcel Number 0926059170. The Atlas report confirmed its sampling within that parcel boundary including all six test pits. To the extent Skanska contends that contaminated material was encountered at a location not identified in the Hazardous Materials Report, Skanska may submit supporting information in accordance with Section 1-04.7 Differing Site Conditions.

If Skanska submits supplemental information under Section 1-04.5, WSDOT will review it and respond within the timeframes provided by the Contract.

If you have any questions, please contact me at (425) 495-1577.

Sincerely,



Evelyn Pao, P.E.
Project Director
EP:za

cc: D. Case, D. Holmquist, J. Slavicek, J. Zimmerman, S. Berriz, B. Kane, N. Bergeman, R. Gehrlein, E-File