

## FOR INTERNAL USE

### Executive Briefing - Protest 001: Existing Vault NW12 (PCO 100)

#### Contract 9727 - I-405, Brickyard to SR 527 Improvement Project

Vault NW12 is an underground concrete drainage box - roughly 291 feet long - buried in the I-405 median near the Canyon Park Park & Ride. The Contract listed Vault NW12 for fill-and-abandon (Section 2.14.5.6 Stormwater). Skanska's staging plan routed traffic over the vault, which required load rating, structural analysis, and shoring. During field verification, Skanska found the vault differed significantly from the Appendix N1 as-built drawings - approximately 96 feet longer, segmental precast rather than cast-in-place, with accumulated sediment.

Skanska seeks ~\$900,000 and a 91-day time extension for cleaning, investigation, load rating, and related activities. WSDOT's position: Reference Documents are informational and relied upon at the Design-Builder's own risk (Section 1-01.3 Definitions and Terms; Section 1-02.2 Certifications and Representations); the Contract provided an alternative design path (Section 2.14.5.6 Stormwater); and the work Skanska performed resulted from its chosen staging approach (Section 2.22.1 Maintenance of Traffic). WSDOT has offered limited compensation for deferred maintenance cleaning.

The dispute has been referred to the Dispute Review Board for hearing and recommendation on two focused questions.

<b>DRB Questions</b>	1. Is the Design-Builder responsible for all Work related to Vault NW12? 2. Should the Design-Builder rely on Reference Document Appendix N1 to construct the Work?
<b>Cost Exposure</b>	~\$900K claimed + 91-day TIA (includes ~\$10M in delay costs); WSDOT max = limited maintenance cleanout
<b>Risk Level</b>	Low-to-moderate

#### Design-Builder Assertions and WSDOT Position

##### A. Reference Document Reliance

**DB assertion:** Contract drawings, conceptual plans, and Appendix N1 all depicted the same vault dimensions. Skanska relied on this information to develop its proposal. No patent ambiguities were discoverable - vault access lids were inaccessible during bid, covered with grass, with no ladders present.

**WSDOT position:** Section 1-01.3 Definitions and Terms and Section 1-02.2 Certifications and Representations are explicit - Reference Documents are informational and relied upon at the Design-Builder's own risk. Section 1-02.4 Certifications and Representations required site examination. The contractual risk allocation does not change based on the magnitude of the discrepancy.

## **B. Design Approach and Interim Works**

**DB assertion:** Cleaning, investigation, load rating, and shoring were necessary to evaluate and prepare Vault NW12 for Skanska's staging plan. The work was required as part of Segment 3 drainage system evaluation.

**WSDOT position:** Section 2.14.5.6 Stormwater listed Vault NW12 for fill-and-abandon. Skanska's decision to stage traffic over the vault - rather than proceed toward abandonment - drove the need for load rating, shoring, and structural analysis. Staging and interim works are Design-Builder means and methods under Section 2.22.1 Maintenance of Traffic.

## **C. Load Rating Review and Schedule**

**DB assertion:** The Load Rating Report was transmitted to WSDOT on May 5, 2025 (BY-CRE-02517). The ongoing review process has prevented the planned traffic switch and caused delay. Skanska seeks a 91-day extension.

**WSDOT position:** Section 2.13.7.4 Bridges and Structures requires the Load Rating Report at least 90 days before opening to traffic. The May 5 document was logged as a transmittal, not a formal submittal - the formal PRE submittal (BY-CRE-03898) did not reach WSDOT until November 12. Regardless of classification, Skanska LTR 202 acknowledges a planned June 6 traffic date - approximately 31 days after transmittal, against a 90-day contractual requirement.

WSDOT engaged substantively with the May 5 transmittal and raised legitimate technical concerns. The project record shows four months of iterative technical review (Jun-Sep 2025). When Skanska submitted formally (BY-CRE-03898, Nov 12), WSDOT returned comments within 5 days. The formal submittal process moved quickly; the extended timeline resulted from the technical complexity of the chosen shoring approach and the iterative resolution of engineering concerns raised during review.

The meeting minutes from July–August 2025 document WSDOT's technical concerns in detail. At the July 24 meeting, WSDOT flagged that the Doka screw jack installation did not meet AASHTO requirements — photos showed tilted jacks on wood blocks in standing water — and noted WSDOT had "nothing from manufacturer saying these are intended for use in this kind of location, for this kind of loading, for this kind of duration."

At the August 5 meeting, WSDOT confirmed it was "ok without shoring" and stated the "shored approach will not be accepted" without a full AASHTO-compliant design. On August 18, Doka representatives explicitly disclaimed responsibility for reshoring calculations, stating this was "outside Doka's area of practice and expertise."

4M Engineering's May 2025 report (BY-CRE-02517) concluded the vault was "sufficient to support traffic loads without shoring" (NRL = 1.00). AECOM's November 2025 independent check (BY-CRE-03898) produced even higher ratings (NRL = 2.04). The extended review timeline resulted from Skanska's pursuit of an unnecessary shoring approach that its own engineers, WSDOT, and the shoring manufacturer all identified as problematic.

#### **D. Maintenance Compensation Scope**

**DB assertion:** Vault NW12 had never been cleaned; sediment accumulation required significant removal effort. Skanska seeks compensation for all cleaning, investigation, and related activities.

**WSDOT position:** WSDOT acknowledges deferred maintenance and offers limited compensation for the Feb 3-13 initial cleanout, evaluated as Force Account per Section 1-09.6 Force Account and Appendix D (M51-01). Work beyond that window was driven by the Design-Builder's design approach, not maintenance restoration.

#### **E. Vault Classification (reserve argument)**

**DB assertion:** As the highway owner, WSDOT had knowledge of and responsibility for infrastructure within its right of way.

**WSDOT position:** Vault NW12 is highway drainage infrastructure excluded from "utility" classification under WAC 468-34-110(52). The Contract's Reference Document disclaimers apply.

### **Defense Layers**

<b>Layer</b>	<b>Defense</b>	<b>Authority</b>	<b>Strength</b>
Primary	Reference Documents = informational, at own risk	Section 1-01.3 · 1-02.2 · 1-02.4	<b>Strong</b>
Secondary	Interim works = DB means and methods	Section 2.22.1 · 2.14.5.6	<b>Strong</b>
Tertiary	Load rating timing = DB planning	Section 2.13.7.4	<b>Strong</b>
Procedural	Missed 14-day windows / content gaps	Section 1-04.5	Moderate

Partnership	Limited maintenance offer (Feb 3-13)	Section 1-09.4/6	Strong
Reserve	Vault = highway infrastructure, not utility	WAC 468-34-110(52)	Available

## Strengths and Weaknesses

### Strengths

- Three consistent written denials anchored to specific Contract provisions
- Unambiguous Reference Document contract language
- 31-day vs 90-day gap is Skanska's own factual admission
- Partnering posture demonstrates good faith
- Contract provided fill-and-abandon alternative (Section 2.14.5.6 Stormwater) that would have bypassed load rating and shoring
- 4M Engineering (May) and AECOM (Nov) — Skanska's own subconsultants — both concluded shoring not needed
- WSDOT stated unshored is acceptable; shored approach "will not be accepted" without full AASHTO design (Aug 5 meeting minutes)
- Doka disclaimed reshoring design responsibility — "outside Doka's area of practice and expertise" (Aug 18 meeting)
- Screw jack installation documented as non-AASHTO-compliant with photographic evidence (Jul 24 meeting minutes)
- Formal submittal process (PRE → RFC) completed in 12 days; extended timeline driven by shoring approach

### Potential Weaknesses

- 49% vault length increase may generate DRB sympathy regardless of contract language
- Tangible work was performed - DRB may be reluctant to allocate all risk to DB
- DRB may lean toward compromise recommendation
- Extended load rating review duration may create narrative of WSDOT delay

### Cost Exposure

Scenario	Cost	Time
WSDOT position (Feb 3-13 cleanout)	Force Account per Section 1-09.6 Force Account; Appendix D (M51-01)	None

DRB expands maintenance window	Additional cleaning days	None
DRB partially favors on design work	Limited investigation costs	Possible limited
Worst case	Portion of ~\$900K	Portion of 91 days

*\*\*TIA 003 (Skanska LTR 261, Oct 2025) includes approximately \$10M in delay-related costs.*

*WSDOT's position: delay costs are not compensable without underlying entitlement to the claimed work.*

## Timeline

Date	Party	Event
2025-02-03	Skanska	Vault NW12 cleanout begins
2025-02-13	Skanska	LTR 124: Identifies vault discrepancies; requests change
2025-02-21	WSDOT	SL 079: Determines no change condition - Reference Document risk
2025-03-06	Skanska	LTR 145: Requests reconsideration
2025-03-20	WSDOT	SL 088: Reaffirms - no change condition
2025-04-01	Skanska	LTR 165: Files Notice of Protest 001
2025-04-29	WSDOT	SL 106: First Written Determination - no merit
2025-05-05	Skanska	Load Rating Report transmitted (BY-CRE-02517)
2025-06-04	Skanska	Load rating responses sent via email
2025-06-17	WSDOT	Load rating feedback: access, unknown materials, shoring concerns
2025-06-19	WSDOT	SL 121: Requests corrected supplement; cites Section 1-04.5
2025-06-25	Skanska	LTR 202: Revised supplement with updated cost data
2025-07-09	Both	In-person meeting with WSDOT HQ - vault access main concern
2025-07-22	WSDOT	Load rating feedback: factored loads, post spacing, shoring design

2025-07-24	Both	Meeting: WSDOT reviews vault access, concrete testing; flags improper screw jack installation
2025-07-31	Both	Meeting: WSDOT presents analysis showing shoring may not be needed
2025-07-31	WSDOT	SL 131: Second Written Determination - Feb 3-13 maintenance window
2025-08-05	Both	Meeting: WSDOT confirms unshored is acceptable; shored approach requires full AASHTO design
2025-08-13	Skanska	LTR 221: Requests DRB resolution
2025-08-18	Both	Meeting with Doka: disclaims reshoring design responsibility; 8.5-kip prop capacity
2025-08-19	Both	Internal call: Doka post modeling questioned; unshored rating path discussed
2025-08-20	Both	Field visit: spalls (no rebar exposed), connections, outfall GoPro inspection
2025-08-21	WSDOT	HQ structural comments shared with Skanska
2025-09-04	Both	Meeting: screw jack AASHTO LRFD requirements
2025-10-28	Skanska	LTR 261: TIA 003 - 91-day extension + ~\$10M delay costs
2025-11-12	Skanska	Load Rating Report formal PRE submittal (BY-CRE-03898)
2025-11-17	WSDOT	Returns BY-CRE-03898 - "Exceptions as Noted"
2025-11-24	Skanska	Load Rating Report RFC transmitted (BY-CRE-04073)

## DRB Process

The dispute proceeds through the following stages under Section 1-04.5(1) and the Three-Party Agreement:

1. **Referral** - WSDOT sends a Referral Letter to the DRB Chair identifying the dispute and the two questions for recommendation. WSDOT presents first as the referring party.
2. **Scheduling** - The Board Chair establishes a briefing schedule, expert notice deadline, and hearing date.
3. **Joint Statement of Dispute** - Both parties collaborate on a joint statement defining the issues, agreed facts, and disputed facts to frame the hearing.

4. **Position Papers** - Each party submits a written Position Paper presenting its arguments, supporting evidence, and contract references. Papers are exchanged simultaneously per the Board's schedule.
5. **Pre-Hearing Submittals** - Each party may submit rebuttal materials, exhibit lists, and witness lists in advance of the hearing per the Board's schedule.
6. **Hearing** - Both parties present their cases to the Board. WSDOT presents first as the referring party and arranges hearing facilities per Section 1-04.5(1).1.8 Disputes and Claims. Each side presents witnesses, exhibits, and argument. The Board may ask questions.
7. **Board Recommendation** - The Board issues a written recommendation. DRB recommendations are advisory, not binding, but carry significant weight in any subsequent dispute resolution.