WSDOT POSITION PAPER

DRB Hearing 01: PCO 100 Existing Vault NW 12

I-405, Brickyard to SR 527 Improvement Project

Submitted by: Washington State Department of Transportation

Date: December, 11, 2025

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1 Introduction

The Work includes activities in the I-405 median near the Canyon Park Park & Ride (approximately MP 26.35–26.70). Vault NW12 is an existing stormwater detention facility located within the median of SR 405 in that same area. It is a buried structure but visible via a series of large hatches and access manholes along the SB left shoulder of 405. This structure was not planned to be incorporated into the final configuration of the project and was anticipated to be taken out of service and removed during the work. Skanska's plans to maintain a temporary stormwater system during the project chose to retain Vault NW12 and make use of it. As DB Skanska developed their design and traffic staging sequence, they recognized that their plans for construction access and staging of mainline 405 traffic would conflict with the vault, placing traffic directly on top of the vault. As field verification progressed, differences were identified between as-built information in Reference Documents provided with the contract and the observed vault configuration, including overall length (≈291 ft vs ≈195 ft between Station 42+633 and 42+692), construction type (segmental precast vs cast-in-place characterization), lid thickness observations, and accumulated sediment requiring cleaning to enable inspection.

Even though WSDOT's conceptual designs had never anticipated the placement of traffic on top of the vault, the WSDOT project team collaborated with Skanska to investigate how their plans could be accommodated. Once the geometry of Skanska's plans were recognized, WSDOT informed Skanska that a load rating of the vault would be essential to ensure public safety. The vault had not been designed to receive direct traffic loading on it in the configuration proposed by Skanska. The WSDOT project team attempted to provide guidance to Skanska in what was needed to properly assess the capacity of the existing vault and address WSDOT's valid concerns on behalf of public safety. Skanska's objective has been to stage the Work and, at times, conduct construction and/or divert traffic over the median above NW12. To advance that objective, Skanska performed cleaning for inspection, pursued a load rating to confirm capacity, and considered temporary internal shoring and related measures to support its Maintenance of Traffic (MOT) and staging.

The Contract includes requirements relevant to these activities: Technical Requirements (TR) 2.13.7.4 (Load Rating Report timing before opening to traffic), TR 2.22.1 (MOT, staging, and temporary alignments), and TR 2.14.5.6 (Abandonment and Removal of Existing Drainage Structures). TR 2.14.5.6 identifies "I-405 MP 26.45 — Vault NW12 (I-405 Median)" among drainage structures to be filled and abandoned in place unless another Contract document specifically requires removal. Appendix N1 as-built drawings are listed in Appendix A1 as Reference Documents under General Provisions Sections 1-01.3 and 1-02.2 and were used during preliminary design (and procurement) and later field-verified.

In Skanska LTR 124, dated February 13, 2025, the Design-Builder requested an Owner-Initiated Change (OIC) for additional compensation based on differences between Appendix N1 and field conditions. In letters dated February 21, 2025 (WSDOT SL 079) and March 20, 2025 (WSDOT SL 088), WSDOT determined there was no merit for a change condition or broader design/construction compensation and directed Skanska to the protest procedures in General Provisions Section 1-04.5 if it disagreed. In the spirit of partnering, WSDOT has been willing to consider limited compensation for a defined Vault NW12 maintenance/cleanout effort, while maintaining its position that design, construction, and staging decisions remain the Design-Builder's responsibility under the Contract.

This paper summarizes the relevant Contract requirements, correspondence, and protest/DRB steps

that support WSDOT's position on Protest 001.

2 Project Summary

The I-405/Brickyard to SR 527 Improvement Project enhances four and a half miles of the corridor, primarily in Bothell, from just south of the State Route 522 interchange and ending at the SR 527 interchange. WSDOT, Sound Transit and design-build contractor Skanska USA Inc., will deliver improvements that benefit all users, while addressing aging infrastructure, opening upstream fish habitat, and connecting communities, freight and Regional Growth Centers throughout the corridor.

Since implemented in 2015, express toll lanes (ETL) have helped improve reliability of trips on the north end of the I-405 corridor, however the single-lane section still experiences heavy congestion, especially for people traveling south during the morning commute. The project will extend the dual-express toll lane system on the north end of I-405 and improve access to the voter-approved Stride bus rapid transit service to address congestion and help keep all vehicles moving efficiently.

This project includes three new Bus Rapid Transit (Stride or BRT) stations and will build direct access ramps to the ETL system at SR 522, along with a partial direct access interchange at SR 527 to and from the south connecting to the Canyon Park Park & Ride. These enhancements will allow Stride vehicles to travel in the new ETLs between Lynnwood and Bellevue while stopping briefly to pick up and drop off passengers without having to leave the highway system. Having dedicated ETL access in the center of the freeway will make travel more efficient, supporting the new Stride service with buses arriving every 10 minutes for most of the day.

Additionally, the project will address aging infrastructure, restore stream connections, add noise walls and add new stormwater facilities.

3 Relevant Contractual Requirements

3.1 RFP Chapter 1, General Provisions

Section 1-01.3(1) Defined Terms

> ***Reference Documents:*** *Reference Documents are for information purposes only and the Design-Builder shall rely upon Reference Documents at its own risk. These Reference Documents are designated as such by WSDOT in Appendix A1.*

Section 1-02.2 Disclaimer Regarding Documentation

> *"The Design-Builder is not entitled to rely on any document or information provided by WSDOT… Unless stated otherwise in the Contract, the Design-Builder is not entitled to rely on the Reference Documents."*

Section 1-02.4(1) Examination of Site Work

> *"The Design-Builder has, prior to submitting its Proposal, in accordance with prudent and generally accepted engineering and construction practices, reviewed all Contract and Reference*

Documents provided by WSDOT; inspected and examined the Site and surrounding locations; and undertaken other appropriate activities sufficient to familiarize itself with surface and subsurface conditions discernible from the surface…"

"...The Design-Builder is solely responsible for all Site conditions discoverable from a reasonable Site examination… Any failure of the Design-Builder to take the actions described and acknowledged in this clause shall not relieve the Design-Builder from responsibility… WSDOT shall not be liable… if the claim… results from the Design-Builder's failure to investigate and familiarize itself sufficiently with the conditions under which the Contract is to be performed."

Section 1-03.1 - Interpretation of Contract Documents – Contract Documents

"Unless provided otherwise in the Contract, Reference Documents are for information purposes only and the Design-Builder shall rely upon Reference Documents at its own risk."

Section 1-04.1(2) — General Obligations of the Design-Builder — Mitigation of Delay

"The Design-Builder, in addition to performing all other requirements of the Contract Documents, shall: (k) Mitigate delay to the Project and mitigate damages due to delay in all circumstances, to the extent possible, including by re-sequencing, reallocating, or redeploying the Design-Builder's work forces to other Work, as appropriate."

Section 1-04.4(5)(k) - Matters Not Eligible for Change Orders

"Matters which are the Design-Builder's exclusive responsibility include the following: (k) Failure by the Design-Builder to comply with Contract requirements."

Section 1-04.5 - Procedure, Protest, and Dispute by the Design-Builder

"If in disagreement with the WSDOT Engineer's Written Determination or decision...the Design-Builder shall: Give a signed Written notice of protest… within 14 Calendar Days… [and] Supplement the Written protest within 14 Calendar Days… with a Written statement and supporting documents…"

Sections 1-08.6 Suspension of Work

"If the Design-Builder believes that the performance of the Work is suspended, delayed, or interrupted for an unreasonable period of time and such suspension, delay, or interruption is the responsibility of WSDOT, the Design-Builder shall submit a Written notice of protest to the WSDOT Engineer within 14 Calendar Days of the start of the suspension delay or interruption requesting an equitable adjustment.... Request for extensions of time will be evaluated in accordance with Section 1-08.8."

Section 1-08.8 Extensions of Time

"The Design-Builder shall submit any requests for time extensions… in writing no later than 14 Calendar Days after the delay occurs… The request shall be limited to demonstrable delays in the Critical Path… Extensions of Contract Time will be allowed only for that period equal to the time the WSDOT Engineer determines the Critical Path was delayed… and no extension is allowed for delays not affecting Substantial Completion or resulting from the Design-Builder's failure to

comply with the Contract."

3.2 RFP Chapter 2, Technical Requirements

Section 2.13.4.5 – *Stormwater Vaults*

"Stormwater vaults that may carry vehicular loads and that are 20 feet or more in span length (measured from inside face to inside face) shall be load rated in accordance with the WSDOT Bridge Design Manual "

Section 2.13.7.4 - *Load Rating Report*

"The Design-Builder shall complete and submit a load rating report … to WSDOT for Review and Comment at least 90 Calendar Days before a structure is opened to vehicular traffic."

Section 2.14.5.2 - Maintenance of Existing and New Stormwater Drainage System

"The Design-Builder shall be responsible for annual inspections and maintenance of the existing and new stormwater drainage system, as required by WSDOT's National Pollutant Discharge Elimination System permit, within the maintenance responsibility limits described in Section 2.29, Maintenance During Construction. The Design-Builder shall coordinate the initial inspection with the WSDOT Engineer to determine the condition of the existing stormwater drainage system…"

Section 2.14.5.6 - *Abandonment and Removal of Existing Drainage Structures*

"Any existing pipe or other structure, which will be abandoned and will remain under any pavement, shall be filled using methods and materials that ensure the pipe or structure is completely filled in a supported, non-void condition... The following drainage structures shall be filled and abandoned unless otherwise required to be removed: ***I-405 MP 26.45 - Vault NW12 (I-405 Median)"***

Section 2.29.1 - Maintenance During Construction – General

"The Design-Builder shall perform all Work necessary to meet the maintenance requirements described in this Section. Elements of Work shall include operation, maintenance, and repair of the existing facilities and facilities constructed under the Contract beginning at the earlier of the following two milestones: 45 Calendar Days after Notice to Proceed or 7 Calendar Days prior to installation of any High Visibility Fence (HVF), High Visibility Silt Fence, or other Best Management Practices (BMPs); and ending on the day of Physical Completion."

Section 2.29.4.7 - Stormwater Management

"The Design-Builder shall maintain and provide adequate stormwater management on the Project until Physical Completion. Maintenance shall include cleaning and repair to maintain the functionality of riprap, cribbing, ditches, channels, culverts, cross-drains, drainage structures, and gutters. Catch basins and BMPs shall be inspected and cleaned once per year in accordance with the WSDOT Highway Runoff Manual."

3.3 Appendices

Appendix D10 (M51-01) - WSDOT Maintenance Manual:

The WSDOT Maintenance Manual (M51-01), included in Appendix D and identified as a Mandatory Standard for Sections 2.14 and 2.29, addresses maintenance requirements for stormwater facilities. Section 4-12 (Detention Ponds, Tanks, and Other Storm Water Treatment Facilities references the Highway Runoff Manual for specific maintenance standards applicable to tanks and vaults.

Appendix D07 (M31-16) - Highway Runoff Manual, Section 5-5 (Maintenance Standards for Tanks/Vaults)

The Highway Runoff Manual establishes maintenance standards for closed treatment systems including tanks and vaults. Table 5-12 defines specific thresholds for when maintenance is required on storage vaults.

These provisions inform how WSDOT evaluates a reasonable maintenance cleanout scope when deferred maintenance is brough current under TR 2.14.5.2 and TR 2.29.4.7.

Per Table 5-12, maintenance is required when:

- **Plugged air vents:** One-half of the cross section of a vent is blocked at any point or the vent is damaged.
- **Debris and sediment:** Accumulated sediment depth exceeds 10% of the diameter of the storage area for ½ length of storage vault or any point depth exceeds 15% of diameter.
- **Joints between tank/pipe section:** Openings or voids allow material to be transported into facility. (Will require engineering analysis to determine structural stability.)
- **Tank/pipe bent out of shape**: Any part of tank/pipe is bent out of shape for more than 10% of its design shape. (Review required by engineer to determine structural stability.)
- **Vault structure (cracks in walls or bottom, damage to frame or top slab):** Cracks are wider than ½ inch and there is evidence of soil particles entering the structure through the cracks, or maintenance/inspection personnel determine that the vault is not structurally sound.
- **Cracks at inlet/outlet pipe joints**: Cracks are wider than ½ inch at the joint of any inlet/outlet pipe, or there is evidence of soil particles entering the vault through the walls.

Appendix N1 – Vault NW12 As-Built / Reference Drawings

Appendix N1 contains the as-built drawings for Vault NW12 that were provided as Reference Documents under GP 1-01.3 and 1-02.2 and listed in Appendix A1. Under the Contract, they are relied upon at the Design-Builder's risk.

3.4 Applicable Washington State Law

The following Washington statutes and regulations may be relevant if utility classification arguments are raised. While not part of the Contract, they inform the legal framework governing underground facilities on state highways.

WAC 468-34-110(52) – Definition of Utility

"(52) Utility - A term denoting electric power, communication, cable television, water, gas, oil, petroleum products, steam, chemicals, sewage, drainage, irrigation, fire or police signal systems, and

similar lines. Also, the term utility includes those utility-type facilities which are owned or leased by a government agency for its own use, or otherwise dedicated solely to governmental use. The term utility does not include utility-type facilities required for the support, control, operation, and maintenance of the highway system, if they are owned and controlled by the highway authority." https://app.leg.wa.gov/wac/default.aspx?cite=468-34-110

This definition has three structural elements: (1) it lists the types of facilities that ARE utilities; (2) it clarifies that even government-owned utility-type facilities are included if they serve governmental use; but (3) it explicitly excludes "utility-type facilities required for the support, control, operation, and maintenance of the highway system, if they are owned and controlled by the highway authority."

RCW 19.122 - Underground Utilities ("Dig Law")

Washington's Underground Utility Damage Prevention Act (RCW 19.122) establishes requirements for locating underground facilities before excavation (full text: https://app.leg.wa.gov/rcw/default.aspx?cite=19.122). Key provisions:

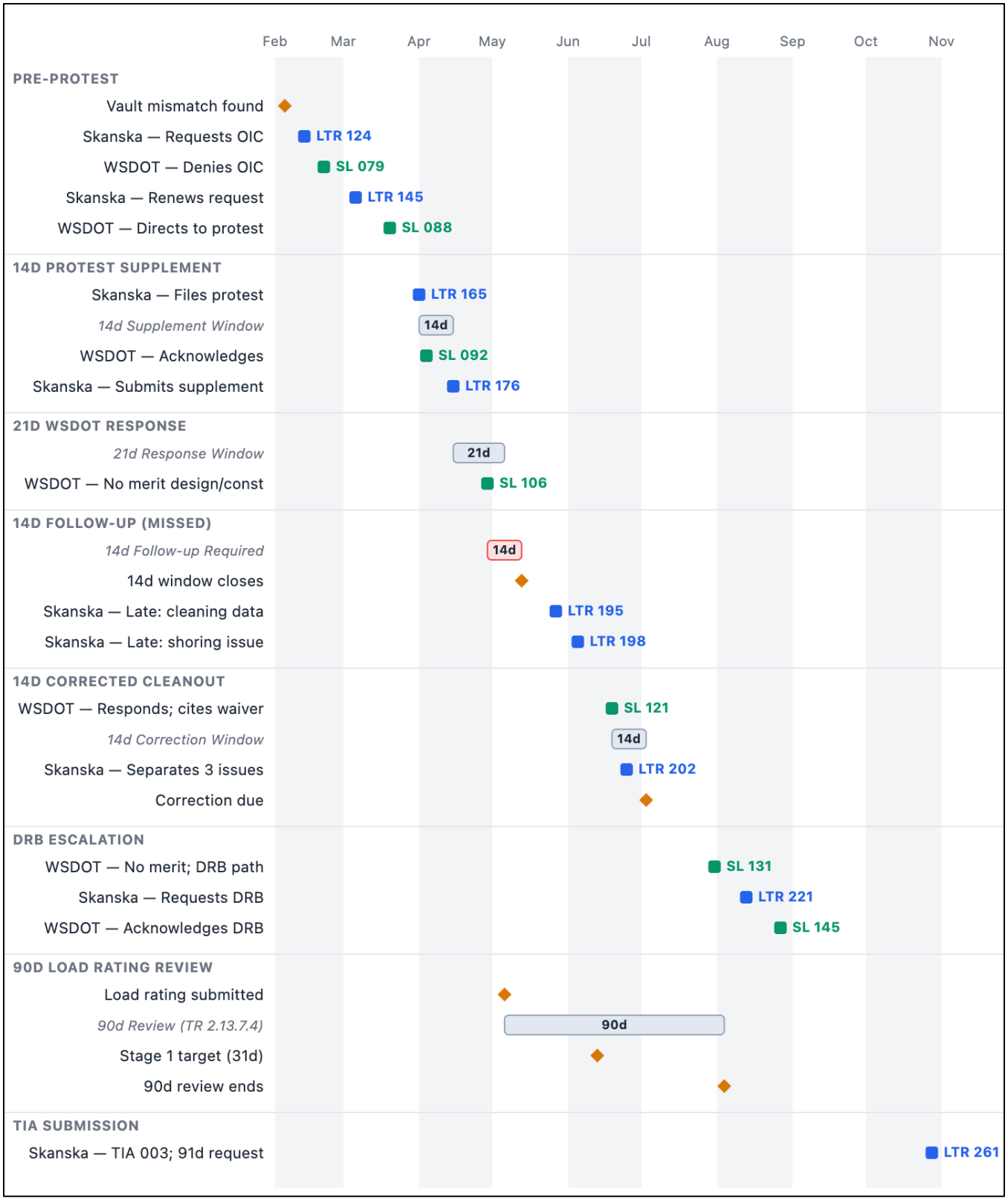
RCW 19.122.020(37): "Unlocatable underground facility" explicitly includes "storm drains" as facilities that cannot be marked with reasonable accuracy.

RCW 19.122.040(1): "Project owners shall indicate in bid or contract documents the existence of underground facilities **known by the project owner** to be located within the proposed area of excavation."

RCW 19.122.040(2): "An excavator shall use reasonable care** to avoid damaging underground facilities. An excavator must: (a) Determine the precise location of underground facilities which have been marked..."

The statute places disclosure obligations on project owners only for facilities "known" to them, while requiring excavators to exercise "reasonable care" including verification of locations.

4 Discussion and Chronology



On 2025-02-13, with Skanska LTR 124, the Design-Builder requested an Owner-Initiated Change to capture investigation and potential design/construction impacts after discovering the size of Vault NW12 was larger than represented in Appendix N, while cleaning was underway to enable inspection and survey. This letter establishes an initial condition-based request and frames reliance on contract documentation later addressed under General Provisions (GP) 1-04.5.

On 2025-02-21, with WSDOT SL 079, WSDOT denied merit for an Owner-Initiated Change and emphasized that Appendix N1 is a Reference Document used at the Design-Builder's risk, citing the definitions of "Reference Documents" and the disclaimer regarding documentation. This anchors WSDOT's early position that reliance on Appendix N1 does not support a compensable change.

On 2025-03-06, with Skanska LTR 145, the Design-Builder requested reconsideration, citing misrepresentation and extraordinary vault size while cleaning continued to allow inspection and survey. This signals escalation toward protest procedures under GP 1-04.5 if reconsideration were not granted.

On 2025-03-20, with WSDOT SL 088, WSDOT confirmed no change condition and no cost/time adjustment, and requested specific records/photographs if conditions were believed unanticipated. The letter reiterated the classification of Appendix N as a Reference Document and the risk for reliance on such documents.

On 2025-04-01, with Skanska LTR 165, the Design-Builder filed Notice of Protest 001 disputing SL 088, noting that the conditions encountered could not have been anticipated at the time of proposal. Skanska committed to submit supplemental information within 14 days under GP 1-04.5.

On 2025-04-04, with WSDOT SL 092, WSDOT acknowledged the protest, anticipated the supplement by 2025-04-15, and committed to issue a determination within 21 calendar days after receipt of a sufficient supplement. This fixes the near-term timing for the protest process under GP 1-04.5.

On 2025-04-15, with Skanska LTR 176, the Design-Builder submitted a Supplement to Notice of Protest 001 detailing discrepancies between RFP representations (≈195 ft cast-in-place vault shown in Appendices M1/H3/N1) and field conditions (≈291 ft segmental precast vault), proposal assumptions/due diligence, and a rough order of magnitude cost of approximately $900,000 for additional cleaning, survey, inspection, demolition, design, structural fill, and potential schedule impacts. Skanska stated that a schedule delay analysis could not yet be finalized because load-rating work was still in progress, so LTR 176 did not include the "analysis of the progress schedule showing the schedule change or disruption" required by GP 1-04.5 item 2(d).

On 2025-04-29, with WSDOT SL 106, WSDOT maintained no merit for design and construction impacts but acknowledged potential merit for maintenance/cleaning, requested crew/staff, volume, and duration data, and clarified Appendix classifications and their contractual effects. WSDOT also pointed to Technical Requirements (TR) 2.14.5.6, which defines the scope of Vault NW12 as a drainage structure to be filled and abandoned unless otherwise required to be removed. SL 106 is the WSDOT Engineer's first written determination of no merit for design/construction impacts under GP 1-04.5, while directing maintenance costs toward an equitable-adjustment path under GP 1-09.4.

On 2025-05-05, project records show Procore transmittal BY-CRE-02517_009727_TRAN_18.05 Existing Vault NW-12 Load Rating Report transmitted to WSDOT. In later correspondence, Skanska alternately cites May 6, 2025 (LTR 202) and April 29, 2025 (LTR 221) as the load rating submittal date, but in all

cases the initial load rating package was provided roughly 30-40 days before the planned June 6, 2025 traffic shift, well short of the 90 Calendar Day review period allowed by TR 2.13.7.4.

On 2025-05-27, with Skanska LTR 195, the Design-Builder transmitted requested maintenance/cleaning information (crew/staff, equipment, volumes, durations) in response to WSDOT SL 106. This focused only on cleaning cost back-up, did not dispute the Engineer's "no merit" determination for design/construction impacts, did not provide a schedule impact analysis. Later rescinded.

On 2025-06-05, with Skanska LTR 198, the Design-Builder submitted an additional Supplement providing cleanout costs and a shoring cost analysis, explaining that load-rating comments and a thinner-than-expected vault lid required internal shoring, and asking WSDOT to confirm the load rating before the 2025-06-13 Stage 1 traffic shift. While LTR 198 asserts entitlement and foreshadows schedule impacts, it does not include a formal schedule analysis under GP 1-04.5 item 2(d), and was transmitted more than 14 days after WSDOT SL 106.

On 2025-06-19, with WSDOT SL 121, WSDOT maintained no merit for design and construction impacts related to this issue, and stated that Skanska's supplemental protest information in LTR 198 did not contain the contractual references or supporting documentation required under GP 1-04.5 item 2. WSDOT requested that corrected supplemental information for the initial cleanout of Vault NW12 be submitted within 14 calendar days, limited solely to maintenance/cleanout costs, and expressly quoted GP 1-04.5's waiver language ("by failing to follow the procedure of this Section, the Design-Builder waives any claims for protested Work"), tying that waiver to GP 1-09.11 and noting that no request for an extension had been received within the 14 days following WSDOT SL 106and referenced the procedural requirements of GP 1-04.5.

On 2025-06-25, with Skanska LTR 202, the Design-Builder provided a revised Supplement to Notice of Protest 001 with updated cost data as requested by WSDOT SL 121 and clarified three distinct issues: (1) maintenance/initial cleanout, (2) inaccuracies in as-built/RFP documents, and (3) delay in approval of the Load Rating Report. Skanska emphasized that "this issue began in February 2025, at which point we were directed to clean Vault NW12, investigate its as-built conditions, and develop a load rating analysis," and stated that the Load Rating Report "was completed and submitted to WSDOT on May 6, 2025," with an expectation of submission to the Bridge Group and final approval by June 5, 2025, allowing traffic to be placed over the vault starting June 6, 2025. In the correspondence available in this record, WSDOT's letters acknowledge potential deferred maintenance and agree to review cleaning costs under the WSDOT Maintenance Manual, while TR 2.14.5.6 identifies Vault NW12 as a drainage structure to be filled and abandoned unless otherwise required to be removed; the letters do not document a separate WSDOT directive requiring Skanska to develop a load rating analysis or to maintain traffic over the vault. LTR 202 again did not provide an actual progress schedule analysis, instead stating that a Time Impact Analysis and Change Request would follow once the delay was measurable. Although LTR 202 was transmitted within 14 days of WSDOT SL 121 and thus within the "one correction" window for maintenance costs, WSDOT later concluded that the Vault NW12 Cleaning Costs attachment remained incomplete and inconsistent, and WSDOT SL 131 therefore requested another resubmittal even though GP 1-04.5 generally provides only a single correction opportunity. Factually, the dates cited in LTR 202 also show that Skanska planned to place traffic over Vault NW12 approximately 31 days after a May 6 load-rating submittal, whereas TR 2.13.7.4 - as quoted in WSDOT SL 131—requires load ratings to be submitted at least 90 days before opening a structure to traffic, and TR 2.14.5.6 provided the

alternative design option of filling and abandoning Vault NW12 rather than maintaining traffic over it.

On 2025-07-24, WSDOT convened a technical review meeting. The meeting addressed vault access (four hatches and safety plan reviewed), concrete testing results (core test: 6,500 psi), and reinforcement verification. WSDOT raised significant concerns about the Doka screw jack installation, noting that 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." Photos documented improperly installed screw jacks — tilted, resting on wood blocks in standing water. WSDOT suggested modeling the vault without shoring supports to evaluate whether they were needed, & stated the concern was with legal loads, not HL-93.

On 2025-07-31, with WSDOT SL 131, WSDOT responded to Skanska LTR 202, requesting another correction to the Vault NW12 Cleaning Costs attachment due to work from other areas, missing Force Account sheets, missing standby time application, and other inconsistencies, and limiting maintenance review to the period from 2025-02-03 through 2025-02-13 under GP 1-09.6 Force Account. WSDOT reiterated that Appendix N1 is a Reference Document used at the Design-Builder's risk, confirmed that there is no merit for the as-built/RFP issue, and citing TR 2.13.7.4, found no merit for a change order or time extension based on load-rating review because the Contract allows at least 90 calendar days for review and comment. WSDOT further invoked GP 1-04.4(5)(k) (matters not eligible for change orders where the Design-Builder fails to comply with Contract requirements) and directed that, if Skanska did not accept this determination, it must follow the Dispute procedures in GP 1-04.5(1), thereby pointing toward Disputes Review Board (DRB) procedures while also representing WSDOT's third written reaffirmation of no merit on the design, as-built/RFP, and load-rating delay.

On 2025-08-05, a follow-up meeting with WSDOT addressed revised critical sections and boundary conditions. Mo Al-Salman confirmed WSDOT was "ok without shoring" and stated that the "shored approach will not be accepted" without a full AASHTO-compliant design for the screw jacks. After the meeting, internal notes record: "If they want the shoring in - need full design for support of screw jacks."

On 2025-08-13, with Skanska LTR 221, the Design-Builder requested resolution via the Disputes Review Board, disputed WSDOT's limitation of the maintenance cost window to 2025-02-03 through 2025-02-13, maintained its position that inaccuracies in as-built/RFP documentation caused cost and time impacts, and asserted that more than 90 days had passed without Load Rating Report approval, preventing the planned traffic switch. Skanska stated that it submitted the Load Rating Report on April 29, 2025 (contrary to the May 6, 2025 date it had given in Skanska LTR 202), noted that its most recent response to WSDOT's comments was on July 24, 2025 with no formal response yet received, and indicated that the initial load-rating submittal was delayed by over two months due to additional cleaning and investigation required to verify existing conditions, with a Time Impact Analysis to follow once delay was measurable. Skanska LTR 221 thus formally invoked DRB procedures under GP 1-04.5(1). This followed multiple points at which WSDOT had already stated that design and construction impacts (including load-rating issues) lacked merit.

On 2025-08-18, a meeting with Doka representatives (Justin Lunday, Pietro Da Sacco) was held to discuss the EUEX 30 screw jacks. Doka confirmed the props had an 8.5-kip capacity but explicitly disclaimed responsibility for reshoring calculations, stating this was "outside Doka's area of practice and expertise." Doka had not provided input on the shoring design and noted that the 3-inch bolt-to-soffit connection "usually [was] not done."

On 2025-08-19, an internal call raised continuing questions about Doka post modeling and axial stiffness relative to slab stiffness. A note in the meeting record asks: "Could the single span load rating be submitted as well?" Suggesting recognition that an unshored rating path was viable.

On 2025-08-20, a field visit documented spall conditions at panel corners (no exposed rebar), moment slab recessing requirements, wall connection conditions, and outfall inspection via GoPro.

On 2025-08-27, with WSDOT SL 145, WSDOT acknowledged Skanska LTR 221, scheduled further discussion on cleaning costs at the 2025-09-02 manager meeting, directed the Design-Builder to submit a written Dispute Referral and prepare per GP 1-04.5(1).1.8 for DRB consideration, and addressed the load-rating issue by noting that 90 days had elapsed since the submittal date identified in Skanska LTR 202 (“May 6, 2025”), but explaining that submittal of the Load Rating Package does not guarantee approval as submitted. WSDOT stated it would continue working with Skanska to resolve outstanding comments on the Load Rating package and temporary structure design to achieve a contract-compliant path forward while DRB steps proceed.

On 2025-10-28, with Skanska LTR 261, the Design-Builder submitted TIA 003 - Vault NW12 Load Rating Report, seeking a 91-day extension based on an assumed load-rating acceptance and northbound traffic switch date of 2025-10-25, requesting WSDOT direction to implement compensable acceleration, and indicating entitlement to delay costs with a detailed estimate to follow after the traffic switch. Skanska framed this submission as a follow-up to Skanska LTRs 202 and 221 and acknowledged its duty under GP 1-04.1(2) to mitigate delay, while asserting that meaningful mitigation was not feasible without WSDOT-directed acceleration.

5 Submittals and Exhibits

2025/05/05 – BY-CRE-02517_009727_TRAN_18.05 – Load Rating Report – Existing Vault NW-12
- Initial load rating transmittal to WSDOT. Prepared by 4M Engineering; concluded vault "sufficient to support traffic loads without shoring" (NRL = 1.00, HL-93 Inventory = 1.21, Operating = 1.57). RCSR documents 14 WSDOT comments.

2025/10/31 & 2025/11/12 – BY-CRE-03898_009727_SUB_18.05 – Load Rating Report – NW-12 Culvert
- Enters Design-Builder review on 10/31 & PRE submittal to WSDOT on 11/12. Prepared by AECOM as independent check; CSiBridge analysis with pinned and fixed boundary conditions produced higher rating factors (NRL = 2.04, HL-93 Inventory = 1.31, Operating = 1.70). WSDOT returned 5 comments ("Exceptions as Noted") within 5 days (11/17).

2025/11/24 – BY-CRE-04073_009727_TRAN_18.05 – Load Rating Report – NW-12 Culvert RFC
- RFC transmittal to WSDOT

2025/07/24–08/20 – Meeting Minutes — Vault NW12 (July 24, July 31, August 5, August 18–20, 2025)
- Six meetings documenting WSDOT technical concerns: screw jack non-compliance, shoring not required (Aug 5), Doka disclaimer of reshoring design responsibility (Aug 18), and field conditions

2025/10/28 – TIA 003 – Vault NW12 Load Rating Report
- Submitted with Skanska LTR 261

6 WSDOT Position

WSDOT's position is that Protest 001 does not establish entitlement to broad design or construction cost/time adjustments. Only a narrowly defined portion of Vault NW12 maintenance/cleanout is appropriate for limited compensation under Sections 1-09.4 and 1-09.6.

6.1 Entitlement and reliance on Reference Documents

WSDOT maintains that Skanska is not entitled to additional compensation or time based on differences between Appendix N1 as-builts and field conditions. WSDOT SL 079 and WSDOT SL 106 both emphasize that Appendix N1 is listed in Appendix A1 as a Reference Document, and that, under GP 1-01.3 ("Reference Documents") and 1-02.2 ("Disclaimer Regarding Documentation"), Reference Documents are for information only and the Design-Builder relies on them at its own risk. WSDOT SL 131 reaffirms that determination, explicitly stating that there is "no merit" for the as-built/RFP documentation issue and directing Skanska, if it disagrees, to pursue GP 1-04.5(1) Dispute procedures. Consistent with GP 1-02.2, WSDOT denies entitlement to broad design/construction cost or time impacts premised on reliance on Reference Documents.

6.2 Limited maintenance/cleanout compensation (Feb 3-13, 2025)

While denying design and construction impacts, WSDOT acknowledges that some maintenance on Vault NW12 may have been deferred and agrees to consider limited compensation for bringing maintenance current. Under TR 2.14.5.2 and TR 2.29.4.7, the Design-Builder is responsible for inspection and maintenance of the existing stormwater drainage system, including culverts and related drainage structures within the Project limits, once the maintenance trigger in TR 2.29.1 is reached. Consistent with that framework, WSDOT SL 131 states that "WSDOT agreed to review costs incurred by Skanska for the initial cleanout of vault NW12 that was completed in accordance with RFP Appendix D - WSDOT Maintenance Manual (M51-01)" and that, "based on review of available daily inspection records documenting cleaning of Vault NW12, WSDOT will review Skanska costs from February 3, 2025 through February 13, 2025."

The February 3-13, 2025 window corresponds to the portion of the LTR 202 cost records relevant to the initial maintenance cleanout. WSDOT's position is that all agreed maintenance costs for that defined period will be addressed via an equitable adjustment consistent with Sections 1-09.4 and 1-09.6 and Appendix D (M51-01), while costs associated with enhancements, shoring, demolition, or other activities beyond restoring deferred maintenance are outside the maintenance offer.

6.3 Scope delineation: maintenance vs. enhancements and design responsibilities

WSDOT distinguishes between (a) maintenance/cleanout to bring Vault NW12 up to the standard described in Appendix D M51-01 and the Contract's stormwater maintenance provisions (TR 2.14.5.2 and TR 2.29.4.7), and (b) additional activities that are design-driven or means-and-methods-driven. In Skanska LTR 198 and Skanska LTR 202, Skanska describes extensive activities including internal shoring of the vault, chipping into the roof and walls to verify reinforcement, scanning, and other measures needed to support Skanska's chosen design solution and load-rating approach. WSDOT's view is that these enhancements, shoring measures, and investigative efforts beyond what is needed to restore deferred maintenance are Design-Builder responsibilities under the Contract—falling within its design, means, and methods—and therefore are not included in the limited maintenance compensation window defined in WSDOT SL 131.

6.4 Protest procedure compliance and waiver (GP 1-04.5)

Under GP 1-04.5, once WSDOT issues a Written Determination on a protest, two procedural requirements apply when the Design-Builder disagrees:

- GP 1-04.5, item 2 requires the Design-Builder to submit a complete supplement to the Written protest within 14 Calendar Days (or obtain a written extension), including an analysis of the progress schedule showing the schedule change or disruption when time impacts are asserted.
- GP 1-04.5(1) then requires the Design-Builder, if it does not accept WSDOT's determination, to pursue the Dispute and claims procedures within the specified timeframe.

WSDOT SL 106 (April 29, 2025) is the WSDOT Engineer's initial Written Determination on Protest 001, finding no merit for design and construction impacts and acknowledging only potential merit for maintenance. Skanska's subsequent letters—Skanska LTR 195 (May 27, 2025) and Skanska LTR 198 (June 5, 2025)—arrived after the 14-day window that closed on approximately May 13, 2025, focus primarily on cleaning cost back-up and load-rating commentary, and do not include the required schedule analysis or timely invocation of GP 1-04.5(1) Dispute procedures. WSDOT SL 121 (June 19, 2025) expressly cites GP 1-04.5 item 2 and quotes the clause that "by failing to follow the procedure of this Section, the Design-Builder waives any claims for protested Work," tying that waiver to GP 1-09.11 Claims and noting that no extension request was received within the 14-day period following WSDOT SL 106. WSDOT SL 131 (July 31, 2025) again confirms "no merit" for the as-built/RFP issue and, for the first time, squarely addresses the load-rating delay under TR 2.13.7.4 while directing Skanska to GP 1-04.5(1) if it disagrees. Skanska's formal DRB escalation in Skanska LTR 221 (August 13, 2025)comes 106 days after WSDOT SL 106 and 55 days after WSDOT SL 121. followed these determinations. Skanska's formal DRB escalation in Skanska LTR 221 (August 13, 2025) followed these prior determinations. WSDOT's position is that the protest supplements for design and construction impacts did not meet the content requirements outlined in GP 1-04.5.

6.5 Schedule, load rating, and design-builder responsibility (Sections 2.13.7.4, 1-08.6, 1-08.8)

With respect to schedule and alleged delay, WSDOT emphasizes that submittal of a load rating report does not equate to approval and that the Contract places the burden of planning and sequencing submittals on the Design-Builder. As quoted in WSDOT SL 131, TR 2.13.7.4 (Load Rating Report) requires the Design-Builder to complete and submit a load rating report "at least 90 Calendar Days before a structure is opened to vehicular traffic." In Skanska LTR 202, Skanska states that the Load Rating Report "was completed and submitted to WSDOT on May 6, 2025" and that it expected approval by June 5, 2025, allowing traffic to be placed over Vault NW12 starting June 6, 2025 - an interval of roughly 31 days between submittal and planned traffic, far short of the 90-day review period required by the Contract. To meet the 90-day requirement for a June 6 opening, the load rating would have needed to be submitted in early March 2025.

The May 5 transmittal (BY-CRE-02517) was prepared by 4M Engineering and concluded that the vault was "sufficient to support traffic loads without shoring" (NRL rating factor = 1.00, HL-93 Inventory = 1.21, Operating = 1.57). Skanska's own subconsultant determined that shoring was unnecessary. When Skanska later engaged AECOM for a formal independent check (BY-CRE-03898, submitted November

12), AECOM produced even higher rating factors (NRL = 2.04, HL-93 Inventory = 1.31, Operating = 1.70) using a more refined CSiBridge analysis with both pinned and fixed boundary conditions. Both engineers, engaged by Skanska, reached the same conclusion: the vault could support traffic without shoring.

The May 5, 2025 document (BY-CRE-02517) was logged in Procore as a transmittal rather than a formal submittal. WSDOT nevertheless engaged substantively with this transmittal. The RCSR in project files documents 14 WSDOT comments on BY-CRE-02517; Procore contains no record of these comments or their resolution. Beginning June 4, 2025, the parties exchanged technical review correspondence via email outside the formal Procore workflow. WSDOT raised substantive engineering concerns including structural load factoring, shoring design adequacy for long-term dynamic loading, unknown concrete and reinforcement properties (per AASHTO Bridge Evaluation Manual Section 6A.5.2), confined-space access meeting L&I requirements, and Doka prop longevity under live traffic loading.

The technical review involved multiple feedback rounds and in-person meetings with WSDOT HQ Bridge (July 9, July 31, August 5, and September 4, 2025). At the July 24 meeting, WSDOT flagged that the Doka screw jack installation did not meet AASHTO requirements and lacked manufacturer documentation for this application. At the July 31 meeting, WSDOT presented analysis demonstrating that shoring may not have been necessary. At the August 5 meeting, WSDOT confirmed it was "ok without shoring" and stated that the "shored approach will not be accepted" without a full AASHTO-compliant design. On August 18, Doka representatives explicitly disclaimed responsibility for reshoring design calculations, stating this was "outside Doka's area of practice and expertise." The extended review period resulted from Skanska's pursuit of an unnecessary shoring approach that its own engineers, WSDOT, and the shoring manufacturer all identified as problematic.

The formal Procore submittal was sent October 31, 2025, when BY-CRE-03898 entered Skanska's internal review. The PRE submittal reached WSDOT on November 12. WSDOT returned comments ("Exceptions as Noted," 5 comments) within 5 days on November 17. Skanska addressed the comments and transmitted the RFC (BY-CRE-04073) on November 24. The formal submittal process completed within 12 days. The extended overall timeline resulted from the technical complexity of the chosen shoring approach and the iterative resolution of engineering concerns raised during review.

Furthermore, TR 2.14.5.6 (Abandonment and Removal of Existing Drainage Structures) lists Vault NW12 as a drainage structure to be filled and abandoned unless otherwise required to be removed, which allowed the Design-Builder to consider configurations in which the vault would ultimately be abandoned in place and covered. In such configurations, the nature and extent of the structural and load-rating analysis would have been different than for a configuration that continued to rely on the existing vault roof as a primary load-carrying element under live traffic.

Under Sections 1-08.6 and 1-08.8, any request for a time extension must show a compensable delay on the critical path. WSDOT’s position is that Skanska has not demonstrated a Contract-compliant critical path delay attributable to WSDOT. The record shows WSDOT provided timely technical feedback at each stage of the load rating review, including explicit identification at the August 5, 2025 meeting that shoring was not required and that an unshored load rating path was acceptable.

Schedule impacts arising from Skanska’s later-than-required load-rating submittal, from the iterative resolution of engineering concerns related to its chosen means, methods, and design approach - including how and when to carry traffic over Vault NW12 - are matters within the Design-Builder’s

exclusive responsibility under GP 1-04.4(5)(k) and are not eligible for change orders or time extensions.

Skanska did not provide a progress schedule analysis with its protest supplements within the timelines of Section 1-04.5. A later Time Impact Analysis (TIA 003, submitted with Skanska LTR 261 on 2025-10-28) was provided. WSDOT's position remains that no Contract-compliant critical path delay attributable to WSDOT has been demonstrated.

6.6 DRB path and limited remediation

WSDOT acknowledges that Skanska LTR 221 (August 13, 2025) formally requested Disputes Review Board involvement under GP 1-04.5(1) and that WSDOT SL 145 (August 27, 2025) responded by instructing Skanska to provide a written Dispute Referral and prepare for a hearing in accordance with GP 1-04.5(1).1.8. WSDOT will participate in DRB proceedings to confirm the contractual allocation of risk and to resolve any remaining issues consistent with the Contract. However, WSDOT's position is that the only aspect of Protest 001 appropriate for further consideration is the narrowly defined maintenance/cleanout component for Vault NW12 - limited to the February 3–13, 2025 window - addressed as a discrete equitable adjustment and Force Account matter consistent with WSDOT SL 121 and WSDOT SL 131.

6.7 Vault NW12 Classification as Highway Infrastructure, NOT Utility

Vault NW12 is classified as highway drainage infrastructure, not a Utility as that term is defined under Washington law and the Contract. This classification is relevant because Skanska may argue that Vault NW12 is a Utility and therefore WSDOT, as the facility owner, should have accurately located and described it ("you own it, so you should know its size").

WAC 468-34-110(52) Application: WAC 468-34-110(52) defines Utility but explicitly excludes "utility-type facilities required for the support, control, operation, and maintenance of the highway system, if they are owned and controlled by the highway authority." Vault NW12 is owned and controlled by WSDOT and provides drainage for the I-405 median—a function required for operation and maintenance of the highway system. Under WAC 468-34-110(52), Vault NW12 is therefore explicitly NOT a "utility."

Contractor Responsibility Does Not Change Classification:
The WAC's "owned and controlled by the highway authority" language refers to asset ownership and governance, not temporary construction-phase work responsibilities. WSDOT retains ownership of Vault NW12 throughout the project, and TR 2.14.5.6's directive to fill and abandon the vault confirms WSDOT's continuing control over the disposition of its asset. Contractual delegation of Work to a contractor does not transfer ownership or control in the statutory sense.

Scheduled Decommissioning Does Not Change Classification:
The fact Vault NW12 is scheduled to be filled and abandoned under TR 2.14.5.6 does not remove it from the WAC exclusion. The classification question relates to what the vault IS during the relevant period, not what it will become. Until actually filled and abandoned, the vault continues to provide drainage for the I-405 median and remains "required for operation and maintenance" of the highway system. Future disposition does not retroactively alter classification during the period a facility is in service. Moreover, Skanska's own means-and-methods choice to stage traffic over the vault, rather than proceeding directly to abandonment, extended its operational role and triggered the load-rating and investigation activities

at issue.

Contract Definition: The Contract definition of "Utility(ies)" in GP 1-01.3 independently confirms this classification, defining utilities as "excluding WSDOT-owned lines, facilities, or systems."

Why Classification Matters:

Utilities occupying highway rights-of-way are subject to permit and franchise requirements that generate detailed location and dimension records. Highway infrastructure such as drainage vaults is documented through as-built drawings created at time of original construction. The distinction explains what kind of records WSDOT would have and why the Reference Document framework—rather than utility accommodation standards—governs the allocation of risk for as-built accuracy.

RCW 19.122 ("Dig Law") - If Raised by Skanska:

Skanska may argue that storm drains are recognized as "unlocatable" facilities under RCW 19.122.020(37) that cannot be marked with reasonable accuracy, and therefore Skanska could not have known the actual dimensions pre-bid—supporting a changed conditions argument.

WSDOT's rebuttal: (1) WSDOT disclosed what it knew by providing Appendix N1 as-builts, satisfying RCW 19.122.040's disclosure requirement; (2) "Unlocatable" refers to marking accuracy, not existence—the vault's existence and general location were disclosed; (3) RCW 19.122.040 requires excavators to exercise "reasonable care" including verification and investigation; (4) The Contract framework (GP 1-01.3, GP 1-02.2, GP 1-02.4(1)) controls and allocates verification risk to the Design-Builder.

Key Point: Regardless of any utility classification argument, the Contract's Reference Document framework (GP 1-01.3, GP 1-02.2) and site examination requirements (GP 1-02.4(1)) apply and remain the controlling provisions for this protest. The Contract allocates Reference Document accuracy risk to the Design-Builder.

7 Conclusion

Differences between Appendix N1 reference/as-built information and field conditions do not create entitlement under GP 1-01.3 and 1-02.2; Appendix N1 is a Reference Document, and the Design-Builder is required to verify and use such materials at its own risk. WSDOT has repeatedly determined there is no merit for design/construction impacts or for the as-built/RFP documentation. GP 1-04.5 establishes the procedural framework for protest supplements, including timing and content requirements.

Vault NW12 is highway drainage infrastructure under WAC 468-34-110(52), not a Utility and Utility accommodation standards do not apply. The Design-Builder’s assumption of maintenance responsibilities and the vault’s scheduled decommissioning do not alter this classification.

The load rating review record further demonstrates that shoring was never structurally required. Skanska's engineers, 4M Engineering (May 2025) and AECOM (November 2025), both concluded the vault could support traffic without shoring (NRL rating factors of 1.00 and 2.04). WSDOT confirmed this position at the August 5, 2025 meeting. The Doka screw jack manufacturer disclaimed design responsibility for the chosen shoring approach. The extended May-to-November review timeline

resulted from the iterative resolution of engineering concerns related to an unnecessary shoring design, not from WSDOT delay in processing a compliant submittal.

TR 2.14.5.6 governs Vault NW12 and establishes the default end-state: fill and abandon in place unless another Contract Document specifically requires removal. Read together with TR 2.13.7.4, which requires the Load Rating Report at least 90 Calendar Days before opening to traffic, the Contract allocates responsibility to the Design-Builder to select and sequence its design solutions and MOT/staging so that any load-rating and temporary-works needs are addressed within the 90-day review framework. Interim load analysis, internal shoring, lid investigation, or similar work undertaken to support the Design-Builder's chosen staging over the vault—rather than proceeding directly toward abandonment in accordance with TR 2.14.5.6—are treated as design, means, and methods within the Design-Builder's exclusive responsibility under GP 1-04.4(5)(k). Any time relief would additionally require proof of critical-path delay and timely requests under GP 1-08.6 and 1-08.8. Skanska later submitted TIA 003; WSDOT's position remains that no Contract-compliant critical path delay or entitlement to time has been established.

Consistent with partnering, WSDOT is willing to provide limited compensation for a defined initial maintenance cleanout window for Vault NW12, from February 3–13, 2025, evaluated as a discrete equitable adjustment under Sections 1-09.4 and 1-09.6 and Appendix D (WSDOT Maintenance Manual M51-01). Beyond that narrowly defined maintenance scope, WSDOT denies entitlement for broader cost or time impacts premised on Reference Documents, design choices, or means and methods and incomplete protest supplements.

Read together, TR 2.14.5.2, TR 2.29.1, and TR 2.29.4.7 confirm that cleaning and maintaining existing stormwater facilities within the Project limits, including Vault NW12, is part of the Design-Builder's ongoing maintenance obligations during construction, with WSDOT's limited February 3–13, 2025 maintenance cleanout offer representing a partnering-based accommodation rather than recognition of new entitlement.

Next steps are for Skanska to provide any final corrected Force Account submittal for the February 3–13, 2025 maintenance cleanout window consistent with WSDOT SL 121 and WSDOT SL 131, and for the Parties to proceed with any necessary Dispute Review Board process under GP 1-04.5(1) to confirm the contractual allocation of risk while the Design-Builder advances abandonment planning and overall project staging in accordance with TR 2.14.5.6 and the rest of the Contract.

8 Recommendations Sought From the DRB

8.1 Interim works as design/means and methods (TR 2.22.1, TR 2.14.5.6)

Confirm that interim load analysis, internal shoring, lid investigation/modification, and similar measures undertaken to support the Design-Builder's chosen MOT/staging over Vault NW12 prior to its ultimate abandonment are design and means-and-methods responsibilities (e.g., under TR 2.22.1 and TR 2.14.5.6) and do not constitute a WSDOT-directed change.

8.2 Reference Documents and entitlement (GP 1-01.3, GP 1-02.2, TR 2.5.3.1)

Confirm that Appendix N1 is a Reference Document and that, under GP 1-01.3 and GP 1-02.2 (and related verification obligations such as TR 2.5.3.1), reliance on Appendix N1 as-builts is at the

Design-Builder's risk and differences between Appendix N1 and field conditions do not, by themselves, create entitlement to additional cost or time.