

SKANSKA

January 27, 2026

Letter No. 333
BY-CRE-04548

Washington State Department of Transportation
I-405/SR 167 Program
18911 N Creek Pkwy S, Suite 150
Bothell, WA 98011

Attention: Evelyn Pao, P.E.
Project Director

Project: I-405/Brickyard to SR 527 – Improvement Project
Contract No.: 009727

Subject: NB405 Bridge 405/103E Widening | Response to WSDOT SL-237 v2

Reference: WSDOT SL No. 9727-237, dated January 13, 2026

Dear Ms. Pao:

Skanska acknowledges receipt of WSDOT SL No. 9727-237 (WSDOT SL-237), NB405: Bridge 405/103E Widening, dated January 13, 2026.

Skanska acknowledges WSDOT's clarification that Forward Compatibility is not a contract requirement for Bridge 405/103E. We will continue to coordinate with WSDOT on the design in accordance with the contract requirements.

Regarding WSDOT's interpretation of ATC-1, Skanska and AECOM disagree that ATC-1 requires a structure widening to be fully continuous with the existing superstructure and substructure.

We have carefully reviewed items 3, 4, and 6 cited in your letter, and we do not find the language requiring full structural continuity. Specifically, item 6 states the pier diaphragm and pier cap will be "widened to match the existing structure". ATC-1 describes design elements but does not mandate how they connect to the existing structure.

AECOM has continued to work with the WSDOT SMEs on possible options for the widening and retrofit of this bridge, and we look forward to continuing this collaboration. We are continuing to work through the technical aspects of this design and will provide a more detailed response once we finalize the design in collaboration with the SME's. Please see the attached letter from AECOM for additional information.

Skanska reserves our rights to recover all cost and time impacts per the contract and applicable law.

We appreciate WSDOT's continued collaboration as we work to finalize design for this structure. Should you have any questions, please do not hesitate to contact me.

Regards,

SKANSKA



Patrick Prendergast, Vice President
Skanska USA Civil
18911 N Creek Parkway S, Suite 300
Bothell, WA 98011

Attachments:

2026.01.27 – AECOM Response to WSDOT SL No. 9727-237 – Bridge 103E



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1/27/2026

Via E-mail

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Project: I-405, Brickyard to SR 527 Improvement Project
Contract No: 009727
RE: NB405: Bridge 405/103E Widening

Mr. Prendergast,

This letter is in response to WSDOT's correspondence WSDOT SL No. 9727-237, dated January 13, 2026. In this letter, WSDOT states, "where a DBIC is concerned, WSDOT will not accept a design based on a structure widening that is not fully continuous with the existing superstructure and substructure, as shown in ATC-1 Figure 2." WSDOT additionally addresses their Forward Compatibility statements from their previous letter, SL-201 stating, "WSDOT acknowledges that the term "Forward Compatibility" was not correct since there is no such Contract requirement governing the existing culvert at Bridge 405/103E." AECOM has the following response to these two items:

Regarding providing a design per ATC1, AECOM disagrees with WSDOT's interpretation of the content of ATC-1. AECOM's position maintains that ATC-1 does not dictate the requirement for a structure widening to be fully continuous with the existing superstructure and substructure. AECOM has continued to work with the WSDOT SME's on possible options for the widening and retrofit of this bridge and look forward to continuing our collaboration with WSDOT on these alternatives.

AECOM acknowledges WSDOT's response regarding their misuse of Forward Compatibility statements. We will continue to progress our design in good faith and as contractually compliant.

This letter is without prejudice to, and with a full reservation of, AECOM's rights, remedies, causes of action, and defenses under the Subcontract, at law, in equity, or otherwise. Nothing in this letter shall be interpreted as a modification or waiver, or an estoppel of AECOM's right to assert the same. I appreciate your prompt attention to this matter. If you have any questions, please do not hesitate to contact me directly.

Yours sincerely,

AECOM Technical Services, Inc.

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