



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**February 11, 2015**

**Ordinance 17972**

**Proposed No. 2014-0486.2**

**Sponsors McDermott**

1           AN ORDINANCE approving the development contract for  
2           capital project 1117106, DES FMD Children and Family  
3           Justice Center, as required by the 2013 Annual Budget  
4           Ordinance, Ordinance 17476, Section 63, Expenditure  
5           Restriction ER 5, as amended; and declaring an emergency.

6           STATEMENT OF FACTS:

- 7           1. Ordinance 17707, Section 13, which amended the 2013 Annual Budget  
8           Ordinance, Ordinance 17476, Section 63, as amended, contains an  
9           expenditure restriction on capital improvement program project 1117106,  
10          stating, "\$192,964,732 shall be expended or encumbered only after the  
11          council approves a development contract for the project by ordinance."  
12          2. In August 2012, King County voters approved a nine-year property tax  
13          levy lid lift of seven cents per \$1,000 of assessed value, which will raise  
14          approximately \$210 million to replace the Youth Services Courthouse and  
15          Detention facility.  
16          3. The Children and Family Justice Center project is a multibuilding  
17          project that includes construction of a new courthouse, replacement of the  
18          detention facility and an expanded parking structure. Two phases are  
19          envisioned for the project: Phase 1, which was approved by King County

20 voters and considered the base scope of work, and Phase 2, which is future  
21 expansion of the court facility.

22 4. Located at 12th Avenue and Alder Street on Seattle's First Hill, the  
23 center will be constructed in phases adjacent to the existing facilities.

24 Following relocation to new buildings the existing facilities will be  
25 demolished.

26 5. In addition to benefits from services delivered in the completed  
27 Children and Family Justice Center, the long-term goals for the ten-acre  
28 site include:

29 a. Anchoring economic revitalization sought by neighborhood leaders;

30 b. Potentially surplussing portions of the property for private  
31 development, consistent with zoning and neighborhood goals;

32 c. Exploring added housing on the property;

33 d. Expanding and enhancing open public spaces;

34 e. Reconnecting Alder Street between 12th and 14th Avenues;

35 f. Improving access through and around the campus; and

36 g. Supporting additional public transportation options.

37 6. The structure of the levy lid-lift and the highly specialized design and  
38 construction required to complete the Children and Family Justice Center  
39 makes the design-build project delivery system the most conducive  
40 approach to achieving a successful outcome.

41 7. Specialized elements in the project include sophisticated security and  
42 access control systems, audio-visual systems and detention control

43 systems. These and other coordination-intensive systems benefit greatly  
44 by integrating architectural, electrical and low-voltage coordination taking  
45 place early in the design process under the single point of responsibility  
46 available in a design-build project delivery approach.

47 8. The Washington state Capital Projects Advisory Review Board in July  
48 26, 2013, under the terms of RCW 39.10.350, authorized King County to  
49 utilize the design-build alternative contracting procedure for the project.

50 9. Under the authority of RCW 39.10.350, the county conducted a  
51 procurement process, which included a request for qualifications from  
52 prospective design-build teams and a request for proposals from three  
53 qualified teams. Balfour Beatty Construction, LLC dba Howard S. Wright  
54 was determined to be the top ranked finalist. Upon successfully  
55 concluding negotiations, the executive seeks to enter into a design-build  
56 contract with Balfour Beatty Construction, LLC dba Howard S. Wright.

57 10. The contract includes four alternates that could amend the base scope  
58 of the project: Alternate 1, Full Expansion to Phase 1 Areas (12,000 sf);  
59 Alternate 2, Expansion of Detention Area (4,000 sf); Alternate 3, Shell  
60 and Core of two additional floors for Family Law Court Program (70,000  
61 sf); and Alternate 4, Seattle School District's Alder Academy (5,500 sf).

62 Alternate 4 for the Alder Academy would be funded by a separate  
63 appropriation and require a binding agreement with the School District for  
64 full cost recovery. Balfour Beatty Construction, LLC dba Howard S.

65 Wright has stated that the price for design and construction of the

66 alternates is: Alternate 1, \$100; Alternate 2, \$100; Alternate 3,  
67 \$5,700,000; and Alternate 4, \$2,000,000.

68 11. Ordinance 17304, Section 8, requires the executive to submit a report  
69 on alternatives for heating and cooling the Children and Family Justice  
70 Center before requesting construction funds.

71 12. Subsequent to the transmittal of the proposed ordinance and the  
72 design-build contract, comprising of fourteen volumes, the county and the  
73 design-build contractor reached further contractually binding terms that  
74 are in the Confirmation Memorandum of Understanding, dated February  
75 9, 2015.

76 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

77 **SECTION 1. Findings:**

78 A. King County received submitted proposals to a Request for Proposal to design  
79 and construct a new Children and Family Justice Center on April 18, 2014.

80 B. The oversight committee for the project authorized the issuance of a Request  
81 for Best and Final Offer ("BAFO") to two design teams who submitted their responses on  
82 September 16, 2014.

83 C. The oversight committee and staff review of the submittals was completed on  
84 October 15, 2014 and the Executive accepted the recommendation of Balfour Beatty  
85 Construction, LLC dba Howard S. Wright as the top ranked finalist.

86 D. In accordance with the terms of the BAFO response, Balfour Beatty  
87 Construction, LLC dba Howard S. Wright agreed that it would be bound by the terms of  
88 its BAFO response until February 13, 2015. Balfour Beatty further agreed that it would

89 submit a fully executed contract and other enumerated contract documents within ten  
90 days of it receiving the county's notice of intent to award.

91 E. Unless the council authorizes the executive to execute the design-build  
92 contract, Attachment A to this ordinance, the executive is not authorized to issue a notice  
93 of intent to award contract.

94 F. If the design-build contractor does not receive the notice of intent to award  
95 contract before February 13, 2015, it is not obligated to contract with the county to  
96 complete the Children and Family Justice Center at the price or under the terms the  
97 design-builder included in its proposal or at all, resulting in the real possibility of the  
98 county having to resolicit design-build proposals for the project. In such an event, the  
99 start of the project's construction will be delayed months if not years.

100 G. If completion of the Children and Family Justice Center project is delayed,  
101 this presents a real and immediate threat to the health and safety of a segment of the  
102 county's population as well as to the proper performance of an essential function - the  
103 adequate provision of juvenile judicial services and detention facilities.

104 H. The current juvenile judicial and detention facilities located at 12th Avenue  
105 and Alder Street are in a state of disrepair and are reaching the end of their useful life. In  
106 2012, it was estimated that the costs of maintaining the buildings exceeded twenty  
107 million dollars. That level of maintenance funding is unsustainable. The facilities must  
108 be replaced to ensure the county can adequately provide justice services for King County  
109 children and families and to meet the demands of population growth in future years.

110 I. It is necessary that this ordinance go into effect immediately in order to  
111 authorize the executive to execute the contract, bind the design-builder to terms of the

112 contract and for the executive to take other necessary actions, including issuing the notice  
113 of intent to award to the design-builder before February 13, 2015.

114        SECTION 2. The attached design-build contract, Children and Family Justice  
115 Center Contract, C00863C13, Volumes 1 through 14, which is Attachment A to this  
116 ordinance, in compliance with the 2013 Annual Budget Ordinance, Ordinance 17476,  
117 Expenditure Restriction ER 5, as amended, Capital Improvement Program capital project  
118 1117106, is hereby approved. The executive is authorized to accept Alternates 1 and 2 at  
119 the price in the design-builder's BAFO response. The executive is authorized to accept  
120 Alternate 3 at the price in the design-builder's BAFO response and in accordance with the  
121 Confirmation Memorandum of Understanding, dated February 9, 2015, which is  
122 Attachment B to this ordinance and so long as the executive does not exceed the  
123 appropriation authority. The executive is authorized to accept Alternate 4 at the price in  
124 the design-builder's BAFO response, but only if the executive enters into a binding  
125 agreement with the Seattle school district providing for the full recovery of cost for  
126 Alternate 4, and subject to receiving separate appropriation authority.

127        SECTION 3. The executive shall not use any cost savings derived from value  
128 engineering to fund for Alternate 3. Until a funding source has been identified and the  
129 council has approved a supplemental appropriation for Alternate 3, funding for  
130 construction of Alternate 3 shall be from the county's project contingency for capital  
131 project 1117106.

132        SECTION 4. The executive is authorized to execute the agreement form in  
133 Volume 1, Design Build Agreement, Exhibits and Attachments of Attachment A to this  
134 ordinance.

135           SECTION 5. The executive is authorized to execute the Confirmation  
136 Memorandum of Understanding, dated February 9, 2015, which is Attachment B to this  
137 ordinance.

138           SECTION 6. Before authorizing the design-build contractor to proceed with  
139 construction and no later than June 15, 2015, the executive shall file a report in the form  
140 of a paper original and an electronic copy with the clerk of the council, who shall retain  
141 the original and provide an electronic copy to all councilmembers, the council chief of  
142 staff and the lead staff for the budget and fiscal management committee or its successor  
143 on alternatives for heating and cooling the Children and Family Justice Center, as  
144 required by Ordinance 17304, Section 8.

145           SECTION 7. The executive shall submit quarterly reports on the design-builder's  
146 progress toward achieving the required apprenticeship hiring percentages for all  
147 identified target populations and the design-builder's goal of twenty percent small  
148 contractors and suppliers utilization specified in the design-build contract. The reports  
149 shall include documentation of how the contractor has utilized its "best efforts" to meet  
150 the established apprenticeship hiring percentage requirements for all identified target  
151 populations, including efforts during the pre-construction period to identify and engage  
152 apprentices to meet percentage requirements for the construction period. Following the  
153 start of construction, the reports shall address, specific to this project, the elements  
154 described in K.C.C. 2.97.090 for small contractors and suppliers, and as described for  
155 apprenticeships in K.C.C. 12.16.160 and 12.16.175. The executive must file the reports  
156 in the form of a paper original and an electronic copy with the clerk of the council, who  
157 shall forward retain the original and provide an electronic copy to all councilmembers,

158 the council chief of staff, the policy staff director and the lead staff for the budget and  
159 fiscal management committee, or its successor. The first report must be filed before the  
160 issuance of the notice to proceed for construction, with additional reports to be filed by  
161 the seventy-fifth day of the following quarters, until construction is completed.

162        SECTION 8. No later than thirty days after the expiration of the Design  
163 Verification Period as defined at Section 3.3.5 of the Design-Build Agreement found in  
164 Volume 1 of Attachment A to this ordinance, the executive shall file a report in the form  
165 of a paper original and an electronic copy with the clerk of the council, who shall retain  
166 the original and provide an electronic copy to all councilmembers, the council chief of  
167 staff and the lead staff for the budget and fiscal management committee or its successor  
168 on the results of the Design Verification Period, as defined at Section 3.3.5 of the Design-  
169 Build Agreement found in Volume 1 of Attachment A to this ordinance. The report shall  
170 identify Scope Issues claimed by the design-build contractor, the status of any Contractor  
171 Initiated Notice resulting from a Scope Issue, the results of the meeting specified in  
172 Section 3.3.1.2 of the Agreement, any changes to the Design-Build Agreement resulting  
173 from or occrrring during the Design Verification Period.

174        SECTION 9. The council finds as a fact and declares that an emergency exists

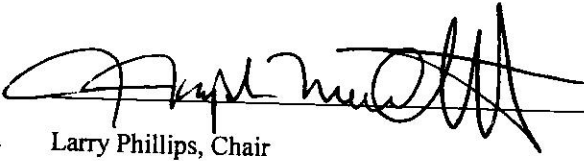


175 and that this ordinance is necessary for the immediate preservation of public peace, health  
176 or safety or for the support of county government and its existing public institutions.  
177

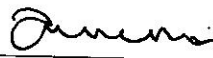
Ordinance 17972 was introduced on 12/15/2014 and passed as amended by the Metropolitan King County Council on 2/9/2015, by the following vote:

Yes: 7 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,  
Mr. McDermott, Mr. Dembowski and Mr. Upthegrove  
No: 0  
Excused: 2 - Mr. Phillips and Ms. Hague

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

*For*   
Larry Phillips, Chair

ATTEST:

  
\_\_\_\_\_  
Anne Noris, Clerk of the Council

**Attachments:** A. Children and Family Justice Center Contract 00863C13 Vol. 1, A. Vol. 2, A. Vol. 3, A. Vol. 4, A. Vol. 5, A. Vol. 6, A. Vol. 7, A. Vol. 8, A. Vol. 9, A. Vol. 10, A. Vol. 11, A. Vol. 12, A. Vol. 13, A. Vol. 14, B. Confirmation Memorandum of Understanding