Attachment B

PROJECT LEASE AGREEMENT

15633

between

NJB PROPERTIES, a Washington nonprofit corporation

as Landlord

and

KING COUNTY, a political subdivision of the State of Washington

as Tenant

November 1, 2006

Ninth & Jefferson Building Project Seattle, Washington

TABLE OF CONTENTS

			age
1.	Defii	nitions	
	1.1.	ADA	3
	1.2.	Additional Rent	.3
	1.3.	Architect	
	1.4.	Base Shell and Core Building	3
	1.5.	Bond Closing	4
	1.6.	Bond Insurer	4
	1.7.	Bonds	4
	1.8.	Building	
	1.9.	Calendar Year	5
	1.10.	Code	5
	1.11.		5
	1.12.	Construction Contracts	5
	1.13.		5
	1.14.	Construction Drawings	6
	1.15.	Contract Documents	6
	1.16.	Contractors	6
	1.17.	Detailed Specifications	7
	1.18.	Developer	7
	1.19.	Developer Obligation Date	7
	1.20.	Development Agreement	7
	1.21.	Effective Date	8
	1.22.	Environmental Laws	8
	1.23.	Event(s) of Default	9
	1.24.	Expiration Date	9
	1.25.	Final Acceptance	9
	1.26.	Final Payment1	1
	1.27.	Fixed Price1	1
	1.28.	Garage1	2
	1.29.	General Construction Contract	2
	1.30.	General Contractor1	2
	1.31.	Ground Lease1	2
	1.32.	Hazardous Substance1	2
	1.33.	IEB	3
	1.34.	IEB Generator1	3
	1.35.	IEB Generator Completion Date	3
	1.36.	Indenture1	4
	1.37.	Initial Occupancy Date14	4
	1.38.	Interior Architect1	6
	1.39.	Land10	6
	1.40.	Landlord10	6
	1.41.	Laws1	5

1.42.	Lease Year	16		
1.43.	Liens			
1.44.	Monthly Rent	17		
1.45.	Mortgage	17		
1.46.	Notice Address	17		
1.47.	Notice Parties	17		
1.48.	Operating Costs	17		
1.49.	Permitted Use	18		
1.50.	Preliminary Plans and Outline Specifications	18		
1.51.	Premises			
1.52.	Project	18		
1.53.	Project Budget			
1.54.	Project Contingency	19		
1.55.	Project Costs	19		
1.56.	Project Requirements			
1.57.	Project Schedule	21		
1.58.	Punch List	22		
1.59.	Rent	22		
1.60.	Requirements of Law			
1.61.	State Nonprofit Corporation Act			
1.62.	Substantial Completion of the Garage			
1.63.	Substantial Completion of the IEB Generator	24		
1.64.	Substantial Completion of the Project			
1.65.	Substantially Complete			
1.66.	Taxes			
1.67.	Tenant	28		
1.68.	Tenant Improvement Allowance	29		
1.69.	Tenant Improvement Design Schedule	29		
1.70.	Tenant Improvement Obligation Date	29		
1.71.	Tenant Improvement Package	30		
1.72.	Tenant Improvements	30		
1.73.	Tenant's Construction Representative			
1.74.	Tenant's Contingency	30		
1.75.	Tenant's Personal Property	31		
1.76.	Term	31		
1.77.	Trustee	31		
1.78.	Unavoidable Delays	31		
1.79.	User	32		
1.80.	User Space	32		
1.81.	Utilities	33		
Premi	ses	33		
Term.		33		
Month	Monthly Rent34			
4.1	Obligation to Pay Rent	34		
42		2.4		

3.
 4.

	4.3	Rent a General Obligation	35
	4.4	Defeasance	35
5.	Addi	tional Rent; Payment of Operating Costs, Taxes and Utilities	36
	5.1	Absolute Net Lease	36
	5.2	Operating Costs	
	5.3	Exclusions from Operating Costs	42
	5.4	Payment of Taxes by Tenant	44
	5.5	Real Property Tax Statements	
	5.6	Right to Contest Taxes	45
	5.7	Payment of Operating Costs	
	5.8	Warranties	46
6.	Utilit	ties	
7.	Use .	***************************************	47
	7.1	No Insurance Cancellation	47
	7.2	Compliance with Laws	
	7.3	No Waste, Nuisance or Damage	40
	7.4	Tax Covenants	49
8.	Liens	5	
	8.1		
,	8.1 8.2	Covenant Against Liens	
	8.3	Covenant to Remove Liens	51
		Tenant's Disclaimer	
9.	Cons	truction of Project	53
	9.1	Development Agreement	
	9.2	Schedule for Design and Construction	54
	9.3	Plans and Specifications	56
	9.4	Tenant's Contingency; Public Art	59
	9.5	Tenant Improvements Construction Schedule	61
	9.6	Tenant Improvement Allowance	
	9.7	Dispute Resolution Process	64
	9.8	Permits; Costs; Compliance with Legal Requirements	65
	9.9	Construction Contracts	66
	9.10	Construction of Project	67
	9.11	Payment of Project Costs and Other Costs Associated with the Project	
	9.12 9.13	Savings	68
	9.13 9.14	Installation of the IEB Generator	68
	9.14 9.15	Substantial Completion of the Project	69
		Final Acceptance	69
	9.16	As-Built Plans and Specifications; Manuals; Warranties; Permits and Licenses; and Survey	C A
	9.17	Inspection by Tanant	69
	9.17	Inspection by Tenant	69
	9.16	Termination of Lease	/U
	9.19	No Amendment of Documents	71 71
	7.44	1 1 V 4 1 11 1 V 1 V 1 V 1 V V V V V V V	/ 1

10.	Maintenanc	e and Modification	. 71
	10.2 Man 10.3 Land	ntenance and Repairagement of Premises; Accountingllord's Remedies	. 72 . 75
		ifications, Alterations and Additions	
11.		inancing of Project	
12.		n Liens	
13.	Indemnity a	and Hold Harmless	. 78
14.	Minimum S	cope of Insurance Coverage for Landlord	. 79
	14.2 Dedu	llord's Coverages actibles and Self-Insured Retentionser Insurance Provisions	. 80
15.	Minimum S	cope of Insurance Coverage for Tenant	. 81
	15.2 Self-	eral LiabilityInsurance by Tenantkers' Compensation	. 82
16.	Property In	surance	83
		erage for Premiseserage for Tenant's Personal Property	
17.	Waiver of S	ubrogation	84
18.	Other Insur	rance Matters	85
		rance Requirementsrance Prior to the Commencement Date of This Lease	
19.	Destruction		87
20.	Condemnati	ion	87
		l Condemnational Condemnation	
21.	Assignment	of Project; Subletting	89
22. Default by Tenant		Cenant	90
	22.2 Othe 22.3 Late	r Failure to Perform	90 91
23.	Default by I		92
24.	Signs		93
25	Landlord's	Right to Enter the Dramises	02

	25.1	Condition	94
	25.2	Notices	94
26.	No Er	ncumbrances by Landlord	94
27.	Right	to Estoppel Certificates	95
28.	Limit	ation on Landlord's Liability	95
29.	Attor	neys' Fees	95
30.	Surre	nder	96
31.	Broke	er	96
32.	Misce	llaneous Provisions	97
	32.1	Entire Agreement	
	32.2	Governing Law	
	32.3	Severability	97
	32.4	Jurisdiction	97
	32.5	Waiver	98
	32.6	Captions	98
	32.7	Notices	98
	32.8	Binding Effect	100
	32.9	Gender and Number	
	32.10	Nondiscrimination	101
	32.11	Recording; Memorandum of Lease	
	32.12	Amendment of Lease; Bond Insurer Consent	101
	32.13	Time Is of the Essence	102
33.		iling Wage	
34.	Autho	rity	102
35.		n to Prepay Lease; Payment or Defeasance of Bonds; Federal Tax	
	Requi	rements	103
	35.1	Option to Partially Prepay Lease	103
	35.2	Bonds	
26	Vocati		404

Exhibits:

Exhibit A	Monthly Rent
Exhibit B	Schedule of Preliminary Plans and Outline Specifications
Exhibit C	Project Schedule
Exhibit D	Land
Exhibit E	Confirmation of Commencement and Expiration Dates
Exhibit F	Memorandum of Lease
Exhibit G	Dispute Resolution Procedure
Exhibit H	Form of Notice of Election of Option to Purchase
Exhibit I	Form of Notice of Election to Partially Prepay Monthly Rent
Exhibit J	Minimum Insurance Requirements for Developer
Exhibit K	Minimum Insurance Requirements for General Contractor

PROJECT LEASE AGREEMENT

This Project Lease Agreement ("Lease") is dated for reference purposes November 1, 2006 and is made by and between NJB PROPERTIES, a Washington nonprofit corporation ("Landlord"), and KING COUNTY, a political subdivision of the State of Washington ("Tenant"). Landlord and Tenant agree as follows:

RECITALS

- A. Landlord is the lessee under that certain Ground Lease dated November 1, 2006 ("Ground Lease"), with Tenant as lessor, pursuant to which Landlord leases that certain real property located in the City of Seattle, King County, Washington ("Land") more specifically described therein.
- B. Tenant desires to have Landlord construct on the Land a 14-story first-class medical office building containing approximately 440,000 square feet of rentable area (including approximately 13,300 square feet of retail space) together with parking for approximately 650 vehicles ("Building"). Design and construction of the Building is referred to herein as the "Project."
- C. Landlord and Tenant desire to enter into this Lease whereby Tenant shall lease and, when Substantially Complete, first occupy the Garage portion and then, on the Initial Occupancy Date, the remainder of the Building at the rent and subject to all of the terms, covenants and conditions set forth herein. This Lease requires that Landlord will cause Wright Runstad Associates Limited Partnership as Developer to develop, oversee and manage the design, permitting and construction of the Project. This Lease provides for Tenant to commence payment of Additional Rent for the Garage upon its Substantial Completion and to commence payment of both Additional Rent and Monthly Rent upon the Initial Occupancy Date of the Project.
- D. Landlord intends to engage Developer to develop, oversee and manage the design, permitting and construction phases of the Project in accordance with the terms and conditions of a Development Agreement for a Fixed Price of \$176,635,000. Subject to the terms and conditions thereof, Developer will provide a financial warranty that the Project will be completed for the Fixed Price.
- E. As part of the Project, a backup generator facility will be installed in the Garage to serve an adjacent property belonging to Tenant which is commonly known as the In-Patient Expansion Building ("IEB"). Because completion of the generator installation is required for Tenant's use and occupancy of the IEB, Landlord shall cause Developer to complete such work on or before the IEB Generator Completion Date, as defined below.
- F. Landlord intends to pay the Fixed Price with the proceeds of certain tax-exempt obligations which satisfy the requirements of Revenue Ruling 63-20, Revenue Procedure 82-26 and other regulations, interpretations and letter rulings issued by the U.S. Treasury with respect to such financings, and of certain taxable obligations.

AGREEMENT

- 1. **Definitions**. As used in this Lease, the following capitalized terms shall have the following meanings:
- 1.1. "ADA" means the Americans With Disabilities Act of 1990, as amended from time to time.
- 1.2. "Additional Rent" means the Operating Costs, Taxes, and Utilities, each as defined herein, the costs of maintenance and repair of the Premises (as provided in Section 10.1 hereof), and any other monetary sum to be paid by Tenant to Landlord or to third parties under the provisions of this Lease (other than Monthly Rent).
- 1.3. "Architect" means NBBJ LP, the architect for the Project selected by Landlord with Tenant's approval.
- 1.4. "Base Shell and Core Building" means the Building to be constructed on the Land, including the Garage, but exclusive of the Tenant Improvements. The Base Shell and Core Building is more particularly described in the Preliminary Plans and Outline Specifications attached hereto as **EXHIBIT B**.
- **1.5. "Bond Closing"** refers to the date the Bond proceeds are available to the Trustee.
- 1.6. "Bond Insurer" means an insurance company which issues a municipal bond insurance policy at the request of Landlord in connection with the issuance of the Bonds, if any. If no Bond Insurer is selected to insure the Bonds, references to the Bond Insurer hereunder shall be deemed to be deleted.
- 1.7. "Bonds" means the Series A Bonds and the Series B Bonds, together, from the proceeds of which Landlord intends to pay, among other things, the Fixed Price. The "Series A Bonds" means those tax-exempt obligations to be issued by Landlord which satisfy the requirements of Revenue Ruling 63-20, Revenue Procedure 82-26 and other regulations, interpretations and letter rulings issued by the Internal Revenue Service with respect to such financings and taxable obligations. The "Series B Bonds" means the NJB Properties Lease Revenue Bonds (King County, Washington Project), 2006 Series B (Taxable).
- 1.8. "Building" means the 14-story first-class medical office building containing approximately 440,000 square feet of rentable area (including approximately 13,300 square feet of retail space) including the Garage with parking for approximately 650 vehicles. The Building is more particularly described in the Preliminary Plans and Outline Specifications.
- 1.9. "Calendar Year" means a calendar year commencing with January 1 and ending with December 31.

- 1.10. "Code" means the Internal Revenue Code of 1986, as amended, or any successor federal income tax statute or code. Any reference to a provision of the Code shall include the applicable Department of Treasury regulations.
- 1.11. "Commencement Date" means the Initial Occupancy Date, which is also the date upon which Tenant's obligation to pay Monthly Rent hereunder commences.
- 1.12. "Construction Contracts" means (i) the General Construction Contract and (ii) all other contracts for construction services entered into between Landlord, or Developer, on behalf of and acting as agent for Landlord, and any Contractor, including the General Contractor, for construction of Tenant Improvements or any other portion of the Project not covered by the General Construction Contract.
- 1.13. "Construction Documents" mean the Construction Drawings and Detailed Specifications approved by Landlord with input from Tenant pursuant to Section 9.3 below, for the construction of the Project, including technical drawings, schedules, diagrams, plans and specifications setting forth in detail the requirements for construction of the Project and providing information customarily required for the use of the building trades.
- 1.14. "Construction Drawings" means drawings setting forth in detail the requirements for the construction of the Project. As used herein, "Construction Drawings" include all graphic and pictorial documents depicting the design, location and dimensions of the elements of the Project (including Tenant Improvements) and include plans, elevations, sections, details, schedules and diagrams for the Project. Construction Drawings may consist of separate Construction Drawings for (i) the Base Shell and Core Building prepared by the Architect and (ii) the Tenant Improvements prepared by the Interior Architect.
- 1.15. "Contract Documents" means the Construction Documents, the Construction Contracts and the other documents identified as Contract Documents in the General Construction Contract.
- 1.16. "Contractors" means the General Contractor and any other construction contractors with whom Landlord enters into direct contracts upon the written recommendation of Developer, or with whom Developer on behalf of and acting as the Landlord's agent, contracts for the Project.
- 1.17. "Detailed Specifications" means all written detailed requirements for materials, equipment, construction systems, standards and workmanship for the construction of the Project.
- 1.18. "Developer" means Wright Runstad Associates Limited Partnership, a Washington limited partnership, and its successors and permitted assigns under the Development Agreement.
- 1.19. "Developer Obligation Date" for the Project means the date thirty (30) months after Bond Closing. The Developer Obligation Date shall be extended to the extent of (i) Unavoidable Delays; provided, however, that extensions due to Unavoidable Delays shall not exceed ninety (90) days; (ii) Owner-Caused Delays as defined in the Development Agreement

directly resulting from the action or failure to act of Tenant such as delays due to Tenant-initiated change proposals; and (iii) delays incurred as a result of the presence of any Hazardous Substances in, on or emanating from the Land as of the Effective Date in excess of the time specifically provided in the approved Project Schedule for remediation of any such Hazardous Substances.

- **1.20.** "Development Agreement" means that certain Development Agreement of even date herewith, as amended from time to time, between Developer and Landlord which provides for the development, design, permitting and construction of the Project.
- 1.21. "Effective Date" means the date that this Lease is fully executed, acknowledged and delivered by Landlord and Tenant.
- 1.22. "Environmental Laws" means, as amended from time to time, the Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq., Federal Hazardous Materials Transportation Control Act, 42 U.S.C. § 1801 et seq., Federal Clean Air Act, 42 U.S.C. § 7401 et seq., Federal Water Pollution Control Act, Federal Water Act of 1977, 93 U.S.C. § 1251 et seq., Federal Insecticide, Fungicide and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C. § 136 et seq., Federal Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., Federal Safe Drinking Water Act, 42 U.S.C. § 300f et seq., Washington Water Pollution Control Act, RCW ch. 90.48, Washington Clean Air Act, RCW ch. 70.94, Washington Solid Waste Management Recovery and Recycling Act, RCW ch. 70.95, Washington Hazardous Waste Management Act, RCW ch. 70.105, Washington Hazardous Waste Fees Act, RCW ch. 70.95E, Washington Model Toxics Control Act, RCW ch. 70.105D, Washington Nuclear Energy and Radiation Act, RCW ch. 70.98, Washington Radioactive Waste Storage and Transportation Act of 1980, RCW ch. 70.99, Washington Underground Petroleum Storage Tanks Act, RCW ch. 70.148.
- 1.23. "Event(s) of Default" has the meaning set forth in Section 22 of this Lease.
- 1.24. "Expiration Date" means (i) the earlier of December 31, 2036, or (ii) the date that the Bonds have been paid and retired, unless sooner terminated pursuant to this Lease.
- **1.25.** "Final Acceptance" means that the following events have occurred with respect to the Project prior to Final Payment being made:
- (a) The City of Seattle, Washington has issued all temporary certificates of occupancy for the Project.
- (b) Each Contractor shall have issued its "Certificate of Substantial Completion" together with its "Affidavit of Payment of Debts and Claims" (AIA Forms 706 and 706A), together with final waivers and releases of lien, in form satisfactory to Landlord, from such materialmen, laborers, contractors and subcontractors as Landlord may require.
 - (c) All Punch List items shall have been completed.

- (d) Developer shall have submitted its application for Final Payment together with evidence reasonably satisfactory to Landlord that all construction costs for the Project have been paid in full including evidence of full payment for any personal property installed on the Land as part of the Project Costs.
- (e) The period for filing construction liens for the Project has expired or releases or discharges of construction liens have been obtained by Developer from all Contractors in accordance with all Construction Contracts.
- (f) Architect shall have issued its "Certificate of Final Completion" for the Project and Landlord shall have received the certificate of any other architect or engineer requested by Landlord.
- (g) General Contractor shall have issued a certificate that (i) the Project has been finally completed in substantial accordance with the Contract Documents, and (ii) no Hazardous Substances as defined in said certificate were incorporated into the structure of the Project.
- (h) Developer shall have delivered to Landlord a written report showing the allocation of Project Costs among the categories of the Project Budget and the remaining specified dollar amount of the Tenant's Contingency, Project Contingency and the undisbursed portion of the Developer's Fee (as defined in the Development Agreement).
- (i) Landlord shall have received an endorsement to its title policy dated as of and issued on the date of Final Acceptance, which shall insure Landlord and Trustee (i) against any liens for labor or materials, whether or not of record, which may have arisen in connection with the construction of the Project, and (ii) show no additional exceptions to the title policy other than those approved by or arising through Landlord.
- (j) Developer shall have completed and delivered the matters set forth in Section 14 of the Development Agreement.

Notwithstanding the foregoing, Developer is not required to substantially complete the Tenant Improvements in any User Space for which Developer has not received an approved Tenant Improvement Package pursuant to Section 9.5 below by July 1, 2008 and Developer's failure to substantially complete any such Tenant Improvements shall not prevent or delay Final Acceptance of the Project.

- 1.26. "Final Payment" means payment to the Developer, General Contractor and any other Contractors by Landlord following Final Acceptance of the Project.
- 1.27. "Fixed Price" means \$176,635,000, the total amount to be paid by Landlord for Project Costs for the design, development, permitting and construction of the Project. The Fixed Price includes the amount of the Tenant Improvement Allowance, but does not include Other Costs (as defined in the Development Agreement). A detailed description of Project Costs by line item and category is set forth in the Project Budget.

- 1.28. "Garage" means the underground parking garage within the Building containing approximately 650 parking stalls to be constructed as part of the Project, including any applicable Tenant Improvements. The Garage is more particularly described in the Preliminary Plans and Outline Specifications.
- **1.29.** "General Construction Contract" means the agreement between Landlord and the General Contractor for construction of the Project.
- 1.30. "General Contractor" means Turner Construction Company, the general contractor for the Project selected by Landlord with Tenant's approval.
- 1.31. "Ground Lease" means the long-term ground lease entered into, or to be entered into, by NJB Properties as tenant and King County as landlord for the Land.
- 1.32. "Hazardous Substance" means any material, waste, substance, industrial waste, toxic waste, chemical contaminant, petroleum, asbestos, polychlorinated biphenyls, radioactive materials, or other substances regulated or classified by Environmental Laws as hazardous, toxic or lethal to persons or property.
- 1.33. "IEB" means that certain building commonly known as the In-Patient Expansion Building being constructed on land adjacent to the Land and owned by the Tenant.
- 1.34. "IEB Generator" means the backup generator and other emergency backup equipment to be installed in the Garage for the purpose of serving the IEB. Upon completion of its installation, the IEB Generator is intended to fulfill any applicable specifications set forth in Exhibit H of the Development Agreement as well as any requirements related to the IEB Generator for a temporary or permanent certificate of occupancy for the IEB.
- 1.35. "IEB Generator Completion Date" means the date which is twelve (12) months after Bond Closing. The IEB Generator Completion Date shall be extended to the extent of (i) Unavoidable Delays; provided, however, that extensions due to Unavoidable Delays shall not exceed ninety (90) days; (ii) Owner-Caused Delays (as defined in the Development Agreement); (iii) delays incurred as a result of the presence of any Hazardous Substances in, on or emanating from the Land as of the Effective Date in excess of the time specifically provided in the approved Project Schedule for remediation of any such Hazardous Substances; and (iv) delays in the issuance of a temporary certificate of occupancy for the IEB for reasons other than the failure of Substantial Completion of the IEB Generator to have occurred.
- 1.36. "Indenture" means the trust indenture pursuant to which Landlord will cause the issuance of the Bonds, a copy of which shall be provided to Tenant by Landlord at Bond Closing.
- 1.37. "Initial Occupancy Date" means the date upon which each of the following events shall have occurred such that the Tenant may begin its occupancy of the Project as it is completed as of such date and shall commence payment of Monthly Rent:
 - (a) Substantial Completion of the Garage shall have occurred;

- (b) Developer shall have notified Landlord in writing that the Base Shell and Core Building shall be substantially complete and not less than 33% of the rentable area of the Premises shall have its required Tenant Improvements substantially completed, all in accordance with the Contract Documents, subject only to the completion of normal Punch List items;
- (c) Except as otherwise provided in Section 36 below, the City of Seattle shall have issued a temporary Certificate of Occupancy such that Tenant is permitted to and could, pursuant to such issued Certificate of Occupancy, physically occupy the Base Shell and Core Building and not less than 33% of the rentable area of the Premises for its Permitted Use;
- (d) Landlord shall have received satisfactory evidence from Developer that all real property taxes and assessments for the Project payable by Developer that were due and owing have been paid;
- (e) Each Contractor shall have issued, with respect to the Base Shell and Core Building and not less than 33% of the rentable area of the Premises, its "Certificate of Substantial Completion" together with its "Affidavit of Payment of Debts and Claims" (AIA Forms 706 and 706A), together with partial waivers and releases of lien for work performed prior to the date of its "Certificate of Substantial Completion" in form satisfactory to Landlord, with Tenant's concurrence, from such materialmen, laborers, contractors and subcontractors as Landlord, with Tenant's concurrence, may require; and
- (f) Landlord, with Tenant's concurrence, shall have accepted the Base Shell and Core Building and not less than 33% of the rentable area of the Premises as substantially complete, subject to completion of the Punch List items agreed upon by Landlord, with Tenant's concurrence.
- 1.38. "Interior Architect" means NBBJ LP, the interior architect for the Project selected by Landlord with Tenant's approval.
- **1.39.** "Land" means the real property located in the City of Seattle, King County, Washington, more particularly described in the Ground Lease.
- 1.40. "Landlord" means NJB Properties, a Washington nonprofit corporation, its successors and permitted assigns.
- 1.41. "Laws" means any constitution, statute, ordinance, regulation, rule, resolution, judicial decision, administrative order or other requirement of any federal, state, county, municipal or other governmental agency or authority having jurisdiction over the parties or the Premises, or both, in effect either at the time of execution of this Lease or at any time during the Term, including without limitation, any regulation or order of a quasi-official entity or body (e.g., board of fire examiners or public utilities) and all rules, laws and regulations issued thereunder, as the same may be amended from time to time.

If Developer shall fail to do so, Landlord shall protect, defend, indemnify and hold Tenant harmless against any such liens.

13. Indemnity and Hold Harmless. Landlord and Tenant mutually agree that in any and all causes of action and/or claims or third party claims arising out of or in connection with the terms, activities, use and/or operations of this Lease, including the Premises, each party shall be responsible to the other only to the extent of each other's comparative fault in causing the alleged damages or injuries.

As to any and all causes of action and/or claims or third-party claims arising from the sole fault of a party to this Lease, the indemnifying party shall have the duty to defend, save and hold the other party harmless and upon failure to do so, the indemnifying party shall pay reasonable attorneys' fees, costs, and expenses incurred by the other party to this Lease in defense of said claims and/or actions.

Nothing contained within this Section 13 shall affect and/or alter the application of any other provision contained within this Lease.

14. Minimum Scope of Insurance Coverage for Landlord.

- 14.1 Landlord's Coverages. During the Term of this Lease, Landlord shall at a minimum maintain: Commercial General Liability insurance (Insurance Services Office form number (CG00 01), covering Commercial General Liability with a limit of not less than \$1,000,000 combined single limit per occurrence; \$2,000,000 aggregate. In addition, Landlord shall maintain workers' compensation coverage as required by the Industrial Insurance Act of the State of Washington, statutory limits.
- 14.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Tenant. The deductible and/or self-insured retention of the policies shall not limit or apply to the Tenant and shall be the sole responsibility of Landlord.
- 14.3 Other Insurance Provisions. The insurance policies required by this Lease are also to contain or be endorsed to contain the following provisions where applicable:

(a) Liability Policies:

- (1) The Bond Insurer, the Trustee and the Tenant, their officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Landlord in connection with this Lease.
- (2) Landlord's insurance coverage shall be primary insurance as respects the Bond Insurer, Trustee and Tenant, their officers, officials, employees and agents. Any insurance and/or self insurance maintained by Bond Insurer, Trustee and Tenant, their officers, officials, employees and agents shall not contribute with the Landlord's insurance or benefit Landlord in any way.

- (3) Landlord's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- (b) All Policies. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limits by claims paid, until after forty-five (45) days' prior written notice has been given to Landlord, Tenant, Trustee and Bond Insurer.
- (c) Acceptability of Insurers. Unless otherwise approved by Tenant and Bond Insurer:
- (1) Insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated by Best's with a rating in one of the two highest categories maintained by Standard & Poor's Ratings Services and Moody's Investors Service.
- (2) If at any time any of the foregoing policies shall fail to meet the above minimum standards Landlord shall, upon notice to that effect from Tenant promptly obtain a new policy and shall submit the same to Tenant and Bond Insurer with certificates and endorsements, for approvals.

15. Minimum Scope of Insurance Coverage for Tenant.

- 15.1 General Liability. During the Term of this Lease, Tenant shall have the right to self-insure under Section 15.2 or, at its sole cost and expense, shall obtain and keep in force throughout the Term of this Lease a Commercial General Liability insurance policy on an-occurrence basis insuring Tenant against claims for injuries to persons and property damage liability. "Commercial General Liability" insurance shall mean Insurance Services Office form number (CG00 01) with a limit of not less than \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate. Tenant agrees to add Landlord, Trustee and the Bond Insurer as additional insureds to any Commercial General Liability insurance policy.
- 15.2 Self-Insurance by Tenant. Notwithstanding anything herein to the contrary, Tenant may self-insure for general liability coverage, provided that Tenant maintains at all times a program of self-insurance and provides Landlord, Trustee and Bond Insurer annually with a certified actuarial statement from an independent insurance consultant or actuary that such program is in full force and effect and is actuarially sound and consistent with industry standards and prudent risk management standards. Annual evidence of Tenant's program of self-insurance is and shall continue to be included in the Tenant's financial report and shall be provided to Landlord, Trustee and Bond Insurer. Tenant agrees to provide Landlord and Bond Insurer with at least thirty (30) days' prior written notice of any change in Tenant's self-insured status and will provide Landlord and Bond Insurer with a certificate of self-insurance as adequate proof of insurance. In the event Tenant fails to satisfy the condition set forth above, Tenant shall immediately procure the Commercial General Liability insurance coverage specified in Section 15.1. If Tenant elects to self-insure as set forth in this Section, Tenant acknowledges and agrees that Landlord shall have no liability for such losses or damage which would otherwise have been covered by the general liability insurance which Tenant could have provided in

accordance with Section 15.1 of this Lease, nor shall Tenant's failure to obtain commercial general liability insurance have any effect on Tenant's obligations under this Lease.

15.3 Workers' Compensation. Landlord acknowledges, agrees and understands that Tenant is self-insured for all of its workers' compensation liability exposure. Tenant agrees, at its own expense, to maintain through its self-insurance program coverage for its workers' compensation liability exposure for the duration of the Term of this Lease. Tenant agrees to provide Landlord and Bond Insurer with at least thirty (30) days' prior written notice of any change in the Tenant's self-insured status and will provide Landlord and Bond Insurer with a certificate of self-insurance as adequate proof of insurance.

16. Property Insurance.

- 16.1 Coverage for Premises. From and after the Commencement Date of this Lease, Tenant agrees that it shall cause the Premises to be insured at 100% of replacement value for fire and other perils currently covered by a special causes of loss commercial property insurance form. Such coverage shall include twelve (12) months of rental interruption coverage and shall name Trustee as loss payee as its interests may appear. Tenant further agrees to cause the Premises to be insured against the perils of earthquake and flood, either as part of the aforementioned commercial property policy, or under a separate policy or policies. Such earthquake and flood insurance shall include twelve (12) months of rental interruption coverage and shall name Trustee as loss payee as its interests may appear. Tenant shall cause coverage to be maintained against loss arising from earthquake and flood so long as such coverage is available at a commercially reasonable cost and in coverage amounts which are commercially available, but shall not be in default under this Lease if coverage is no longer written, is unavailable for properties comparable to the Premises or is not available at commercially reasonable premium amounts. Tenant will provide Landlord and Trustee with thirty (30) days' prior written notification of material changes in coverage. Tenant will, upon request, furnish Landlord and Trustee with satisfactory evidence that such coverage is in effect.
- 16.2. Coverage for Tenant's Personal Property. Landlord shall have no obligation to insure any of Tenant's Personal Property.
- 17. Waiver of Subrogation. Landlord and Tenant shall cause their respective property insurance carriers to release and waive all rights of subrogation against the other to the extent a loss is covered by property insurance in force. Landlord and Tenant hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective fire insurance policies, including any extended coverage endorsements hereto; provided, that this provision shall be inapplicable if it would have the effect of invalidating any insurance coverage of Landlord or Tenant.

18. Other Insurance Matters.

18.1 Insurance Requirements.

(a) At all times from and after the Effective Date of this Lease, Landlord and Tenant agree to procure and maintain in full force and effect for the duration of the Term of this Lease insurance, as specified in Sections 14, 15 and 16 against claims for injuries to persons or property damage which may arise from or in connection with this Lease.

- (b) Each insurance policy shall be written on an "occurrence" form.
- (c) By requiring such minimum insurance as specified herein, neither party shall be deemed to, or construed to, have assessed the risks that may be applicable to the other party to this Lease. Each party shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage.
- (d) Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Lease.
- (e) Each insurance policy required to be carried by Tenant hereunder shall comply with the provisions of Section 14.3 of this Lease.
- (f) Each party shall furnish the other party with certificates of insurance and endorsements as required by this Lease. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for Landlord's insurance are to be on forms approved by Tenant and are to be received and approved by the Tenant and Bond Insurer prior to the Effective Date of this Lease. The certificate and endorsements for Tenant's insurance are to be received and approved by the Bond Insurer prior to the Effective Date or Commencement Date of this Lease as appropriate. Tenant and Bond Insurer each reserves the right to require complete certified copies of all required policies at any time.
- 18.2 Insurance Prior to the Commencement Date of This Lease. Prior to the Commencement Date of this Lease, Landlord and Tenant acknowledge, understand and agree that all liability and property insurance necessary in connection with the Land and the Premises (except for Tenant's commercial general liability insurance described in Section 15.1 of this Lease which can be self-insured by Tenant pursuant to Section 15.2 of this Lease) shall be obtained and thereafter maintained in full force and effect by Landlord or Developer with the cost to be allocated between Landlord and Developer pursuant to the provisions of the Development Agreement. Such insurance shall name Landlord, Tenant, Trustee and Bond Insurer as additional insureds and shall name the Trustee, Bond Insurer and Tenant, as their respective interests may appear, as loss payee, where appropriate, and shall be in form satisfactory to Tenant and Bond Insurer.
- 19. Destruction. In the event that the Premises are damaged or destroyed by fire or other casualty following the Commencement Date, this Lease shall not terminate nor shall there be any abatement of Monthly Rent or Additional Rent otherwise payable by Tenant hereunder; provided, however, that Tenant may elect to defease or prepay Monthly Rent in accordance with Section 4.4 and Section 35 hereof.

20. Condemnation.

- 20.1 Total Condemnation. If there is a taking or damaging of all or any portion of the Premises by the exercise of any governmental power, whether by legal proceedings or otherwise, by a governmental agency with jurisdiction over the Premises or a transfer by Landlord either under threat of condemnation or while legal proceedings for condemnation are pending (a "Condemnation") such that there can be no reasonable use of the Premises by Tenant, as reasonably determined by Tenant, this Lease shall terminate on the date the condemnor has the right to possession of the property being condemned. The entire award with respect to a taking of the Premises (including Tenant's leasehold estate under this Lease) shall be paid to Trustee and (i) applied at the Bond Insurer's direction, if there has been no default by the Bond Insurer under the terms of its municipal bond insurance policy that insures payment of principal of and interest on the Bonds, and otherwise (ii) applied at the direction of Landlord in accordance with the Indenture. Any Condemnation proceeds remaining after Bonds have been paid in full shall be paid to Tenant.
- Partial Condemnation. If, prior to Substantial Completion of the Project. 20.2 there is a partial taking of the Premises by Condemnation and Landlord reasonably determines that the Project can be completed in accordance with Section 21(b) of the Development Agreement, such condemnation proceeds shall be paid to Trustee who shall deposit such condemnation proceeds into the Non-Bond Proceeds Account established under the Indenture for purposes of paying Project Costs. Following Substantial Completion of the Project, if there is a partial taking of the Premises by Condemnation, and Tenant determines that a reasonable use can be made of the Premises, then the condemnation proceeds shall be paid to Trustee who shall deposit said condemnation proceeds into the Capital Repairs Fund established under the Indenture and shall disburse such condemnation proceeds to Landlord from time to time as restoration progresses. Otherwise, the condemnation proceeds shall be applied as provided by the Indenture. In no event shall this Lease terminate as a result of a partial taking nor shall there be any abatement of Monthly Rent or Additional Rent otherwise payable by Tenant hereunder; provided, however, that Tenant may elect to defease or prepay Monthly Rent in accordance with Section 35 hereof.
- 21. Assignment of Project; Subletting. Landlord shall not assign its interest in this Lease or in the Premises (except to Trustee) without the prior written consent of Tenant and the Bond Insurer and receipt by the Trustee of a written opinion from nationally recognized bond counsel that any such sale, transfer, conveyance or assignment by Landlord of all or any portion of its interest in this Lease or the Premises will not have an adverse effect on the tax exempt status of interest payable on the Series A Bonds and any attempted assignment in violation of the consent requirements under this Section 21 shall be null and void and shall constitute an event of default under the Indenture. Tenant shall not assign its interest in this Lease or in the Premises without the prior written consent of Landlord and Bond Insurer together with an opinion of nationally recognized bond counsel that any such assignment will not adversely affect the tax exempt status of interest payable on the Series A Bonds. Tenant may sublease the Premises or any portion thereof, to the extent and on the terms and conditions set forth under Section 7 of this Lease and so long as the execution of such sublease would not violate the provisions of Section 7 hereof; provided, however, that under no circumstances shall Tenant be released or relieved from any of its obligations hereunder. Any such assignment or sublease as provided for in this Section

shall be in writing and shall require such assignee or subtenant to comply fully with the terms of this Lease, including, without limitation, the provisions of Section 7 regarding use of the Premises. Tenant shall provide Landlord, Trustee and Bond Insurer with written notice of any such assignment or sublease and a copy of any such assignment or sublease documentation.

- **22. Default by Tenant.** The occurrence of any of the following shall constitute an Event of Default by Tenant under this Lease:
- **22.1** Payment. Failure (a) to make any Monthly Rent payments due under this Lease if the failure to pay is not cured within seven (7) days after written notice of such failure has been given by Trustee or Landlord to Tenant, or (b) failure to make any other payment required if the failure to pay is not cured within ten (10) days after written notice of such failure has been given by Landlord to Tenant.
- 22.2 Other Failure to Perform. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after written notice of such default has been given by Landlord to Tenant. If the default cannot reasonably be cured within thirty (30) days, then Tenant shall not be in default under this Lease if Tenant commences to cure the default within thirty (30) days and diligently and in good faith continues to cure the default; provided, however, that if such default is of a nature such that it cannot be cured within ninety (90) days Tenant shall obtain the written approval of Landlord and the Trustee to continue its efforts to cure such default following the ninety (90) day cure period.
- 22.3 Late Charges; Interest on Past Due Monthly Rent. Tenant acknowledges that a late payment of Monthly Rent hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which are difficult to ascertain. Therefore, in the event Tenant shall fail to pay any installment of Monthly Rent due hereunder for fifteen (15) days after the date such amount is due, Tenant shall also pay Landlord a late charge equal to two percent (2%) of the amount then owing and past due together with interest on such past due amount at an interest rate of twelve percent (12%) per annum commencing eight (8) days after the date such amount is due until paid. Payment of such late charges and/or default interest shall not excuse or cure any default by Tenant under this Lease.
- Section 22.1(a) above and fails to cure such default within the time period provided therein, then Landlord, by providing Tenant with ten (10) days' advance written notice, may cancel and terminate this Lease, evict the Tenant and re-enter the Premises, but notwithstanding such reentry by Landlord, Tenant covenants and agrees to make good to Landlord any deficiency arising from a re-entry and reletting of the Premises at a lesser Rent than the Rent agreed to through the Term of this Lease, provided Landlord has taken all reasonable measures to ensure that a maximum rental rate was obtained for reletting. Landlord shall provide notice to Tenant of any amount by which rentals from such reletting are less than the Rent and the due dates of such Rent. The deficiency amount for each such Rent payment shall be paid by Tenant on or before the due date for such Rent payment. In addition to the remedy specified above for Tenant's failure to pay Monthly Rent, if Tenant commits any default and fails to cure such default within the time period provided under this Section 22, Landlord shall have the right to pursue any and all remedies available at law or in equity.

- 23. Default by Landlord. Landlord shall not be in default unless Landlord fails to perform its obligations (i) within five (5) business days after notice by Tenant specifying the obligation which Landlord has failed to perform if such failure occurs prior to the Commencement Date and (ii) within thirty (30) days after notice by Tenant specifying the obligation which Landlord has failed to perform if such failure occurs after the Commencement Date; provided, that if the nature of Landlord's obligation is such that more than five (5) business days or thirty (30) days, as applicable, are required for performance, Landlord shall not be in default if Landlord commences performance within such period following Tenant's notice and thereafter completes performance within a reasonable time. If the nature of the obligation presents a hazard or emergency, Landlord shall commence performance as soon as reasonably possible. In the event that Landlord fails to cure any such default, Tenant shall have the right to pursue any and all remedies available at law or in equity; provided, however, that Tenant shall have no right to offset against Rent payable under this Lease, but Tenant may seek as part of its remedies a judgment against any amounts held as reserves by Landlord under this Lease.
- 24. Signs. Tenant shall have the right to place identification signage, other signage, advertisements, awnings, banners or other exterior decorations on the exterior of the Premises without any further consent or approval from Landlord. Any sign that Tenant has the right to place, construct and maintain shall comply with all Laws, and Tenant shall obtain any approval required by such Laws. Landlord makes no representation with respect to Tenant's ability to obtain such approval.
- 25. Landlord's Right to Enter the Premises. Landlord shall have the right to enter the Premises at reasonable times during Tenant's normal business hours for the below listed purposes; provided, however, Landlord acknowledges and agrees to comply with Tenant's requests regarding security. Landlord shall conduct its activities on the Premises as allowed in this Section in a manner that will cause the least possible inconvenience, annoyance or disturbance to Tenant. Landlord shall not be liable in any manner for any inconvenience, annoyance, disturbance, loss of business, nuisance, or other damage arising out of Landlord's entry on the Premises as provided in this Section, except damage resulting from the negligent acts or omissions of Landlord. Tenant shall not be entitled to an abatement or reduction of Rent if Landlord exercises any right reserved in this Section:
- **25.1 Condition.** To determine whether the Premises are in good condition, whether Tenant is complying with its obligations under this Lease and to perform any maintenance, repair or replacement obligations of Landlord pursuant to Section 10 above.
- **25.2** Notices. To serve, post or keep posted any notices required or allowed under the provisions of this Lease.
- 26. No Encumbrances by Landlord. Except to the extent expressly authorized in Sections 11 and 21 of this Lease, Landlord shall not at any time during the Term of this Lease sell, transfer, lease (other than to Tenant pursuant to this Lease), convey, encumber (other than to Trustee pursuant to the Mortgage), pledge (other than to Trustee pursuant to the Indenture), hypothecate or otherwise grant a security interest in the Premises or any portion thereof.

- 27. Right to Estoppel Certificates. Each party, within fifteen (15) days after notice from the other party, shall execute and deliver to the other party, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified and stating the modifications. Failure to deliver the certificate within such fifteen (15) day period shall be conclusive upon the party failing to deliver the certificate for the benefit of the party requesting the certificate and any successor to the party requesting the certificate, that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
- 28. Limitation on Landlord's Liability. Notwithstanding any provision in this Lease to the contrary, Tenant agrees that it shall look solely to the estate and property of Landlord in the Land and buildings constituting the Premises, any insurance proceeds or condemnation proceeds payable to Landlord under this Lease, the asset management fee provided for in Section 10.2(c), and any sums paid to Landlord under the Development Agreement for the collection of any judgment requiring the payment of money by Landlord or for the enforcement of any other judgment or remedy against Landlord, and no other assets of Landlord shall be subject to levy, execution or other procedure for the satisfaction of Tenant's remedies.
- 29. Attorneys' Fees. In the event either party requires the services of an attorney in connection with enforcing the terms of this Lease, or in the event suit is brought for the recovery of any Rent due under this Lease or for the breach of any covenant or condition of this Lease, or for the restitution of said Premises to Landlord and/or eviction of Tenant during said Term or after the expiration thereof, the prevailing party will be entitled to a reasonable sum for attorneys' fees, witness fees, and court costs, including costs of appeal.
- 30. Surrender. Landlord shall, on the Expiration Date, surrender and deliver up the Premises, including all improvements then located thereon and the appurtenances thereto, into the possession of Tenant, in good order, condition and repair, free and clear of all lettings and occupancies, and free and clear of all liens and encumbrances other than those existing on the date of this Lease and those, if any, created by Tenant, without any payment or allowance whatsoever by Tenant. Landlord shall execute, acknowledge and deliver to Tenant such instruments of further assurance as in the opinion of Tenant are necessary or desirable to confirm or perfect Tenant's right, title and interest in and to all of the above-described property. The provisions of this Section shall survive the expiration or termination of this Lease.
- 31. Broker. Landlord and Tenant each represent to the other that neither is represented by any broker, agent or finder with respect to this Lease in any manner. Each party agrees to indemnify and hold the other party harmless from and against any and all liability, costs, damages, causes of action or other proceedings instituted by any other broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying party in any manner whatsoever in connection with this Lease.

32. Miscellaneous Provisions.

32.1 Entire Agreement. This Lease sets forth the entire agreement of the parties as to the subject matter hereof and supersedes all prior discussions and understandings

between them. This Lease may not be amended or rescinded in any manner except by an instrument in writing signed by a duly authorized officer or representative of each party hereto and the consent of Bond Insurer if required pursuant to the provisions of Section 32.13 of this Lease.

- 32.2 Governing Law. This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Washington.
- 32.3 Severability. Should any of the provisions of this Lease be found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision shall be stricken and the remainder of this Lease shall nonetheless remain in full force and effect unless striking such provision shall materially alter the intention of the parties.
- 32.4 Jurisdiction/Venue. In the event any action is brought to enforce any of the provisions of this Lease, the parties agree to be subject to exclusive in personam jurisdiction in the King County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively in King County, Washington.
- 32.5 Waiver. No waiver of any right under this Lease shall be effective unless contained in writing signed by a duly authorized officer or representative of the party sought to be charged with the waiver and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future right or of any other right arising under this Lease.
- 32.6 Captions. Section captions contained in this Lease are included for convenience only and form no part of the agreement between the parties.
- 32.7 Notices. All notices or requests required or permitted under this Lease shall be in writing, shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, by nationally recognized overnight courier or by facsimile transmission and shall be deemed given when so delivered, received or faxed (provided the fax machine has issued a printed confirmation of receipt). All notices or requests to any party shall be sent to all other parties as follows:

If to Landlord:

NJB Properties

c/o National Development Council 1425 Fourth Avenue, Suite 608

Seattle, WA 98101

Facsimile:

(206) 448-5246

If to Tenant:

King County

Facilities Management Division

800 King County Administration Building

500 Fourth Avenue Seattle, WA 98104

Facsimile:

(206) 205-5070

Τf	tο	Trustee	

The Bank of New York Trust Company

601 Union Street, Suite 520

Seattle, WA 98101

Facsimile: (206) 667-8906

If to Bond Insurer:	
	

Any party may change the address to which notices shall be sent by notice to the other party in the manner and with the effect set forth in this Section 32.7.

- 32.8 Binding Effect. Subject to the provisions of Sections 11 and 21 hereof, this Lease shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. No permitted assignment of this Lease or Tenant's rights hereunder shall be effective against Landlord unless and until an executed counterpart of the instrument of assignment shall have been delivered to Landlord and Landlord shall have been furnished with the name and address of the assignee. The term "Tenant" shall be deemed to include the assignee under any such permitted assignment. The term "Landlord" shall include any successors to or assigns of the Landlord's interest in the Premises following any foreclosure of the Mortgage, including Trustee or any purchaser at a trustee's or sheriff's sale of the Premises.
- 32.9 Gender and Number. As used in this Lease, the masculine shall include the feminine and neuter, the feminine shall include the masculine and neuter, the neuter shall include the masculine and feminine, the singular shall include the plural and the plural shall include the singular, as the context may require.
- 32.10 Nondiscrimination. Landlord and Tenant each agree it will not discriminate in employment at the Premises on the basis of race, color, religion, sex, national origin, veteran status, sexual orientation or physical and mental disability in regard to any position for which the prospective employee is qualified, nor will Landlord or Tenant maintain facilities which are segregated on the basis of race, color, religion, sex or national origin at the Premises.
- 32.11 Recording; Memorandum of Lease. Neither Landlord nor Tenant shall record this Lease without the written consent of the other; provided, however, that Tenant shall have the right to record a Memorandum of this Lease in the form attached hereto as EXHIBIT F and by this reference incorporated herein upon the Effective Date. Such Memorandum of Lease shall be amended by the parties and a new Memorandum recorded once the Commencement Date and Expiration Date of this Lease has been determined.
- 32.12 Amendment of Lease; Bond Insurer Consent. So long as the Bonds remain outstanding and there has been no default by the Bond Insurer under the terms of its municipal bond insurance policy which insures payment of principal and interest on the Bonds, there shall be no amendment of this Lease without the prior written consent of the Bond Insurer.

- 32.13 Time Is of the Essence. Time is of the essence in the performance of each party's obligations under this Lease. Each party will carry out its obligations under this Lease diligently and in good faith.
- 33. Prevailing Wage. Landlord agrees and covenants with Tenant that the Development Agreement shall obligate Developer to require contractors and subcontractors of such Contractors in connection with such contracts as may be let regarding the construction of the Project to comply with RCW ch. 39.12, including payment of prevailing wages to the workmen, laborers and mechanics as may then be determined by the Washington State Department of Labor and Industries for the particular craft in the particular geographic area.
- 34. Authority. Landlord is a Washington nonprofit corporation, duly organized, validly existing and in good standing under the laws of the State of Washington. Tenant is a political subdivision of the State of Washington. By execution of this Lease, Landlord and Tenant represent that they have authority to enter into this Lease.
- 35. Option to Prepay Lease; Payment or Defeasance of Bonds; Federal Tax Requirements.
- 35.1 Option to Partially Prepay Lease. Tenant shall have the option to partially prepay the principal component of Monthly Rent, in \$5,000 increments for periods to be determined by Tenant (as represented by the principal portion of Monthly Rent due each year as set forth in Exhibit A). Notice of such intent to prepay shall be given to Landlord in writing not less than forty-five (45) days in advance of the intended prepayment date. Such prepayment may be at any time on or after December 1, 2016. The notice of partial prepayment shall be substantially in the form set forth on Exhibit K attached hereto. By 10:00 a.m. Seattle time on the date set for such prepayment, Tenant shall pay to Landlord in cash or same-day available funds, an amount equal to the principal portion of Monthly Rent to be prepaid, together with interest thereon to the date of prepayment. Upon such prepayment, the term of this Lease shall be deemed modified such that this Lease terminates on the payment date for the last outstanding Monthly Rent not prepaid.
- 35.2 Bonds. Upon full payment or defeasance of the Bonds in accordance with the Indenture, the Ground Lease and this Lease shall terminate, and unencumbered fee simple title to the Premises will revert to the County. In the event Landlord defaults in its payment of the Bonds, Tenant has the exclusive option to purchase the Premises and any additions to the Premises for the amount of the outstanding principal of and accrued interest to the date of default. Tenant shall have (a) not less than ninety (90) days from the date it is notified by Landlord of the default in which to exercise such option, and (b) not less than ninety (90) days from the date it exercises such option to purchase the Premises.
- 36. Vacation of Alley. The Land described on the attached EXHIBIT D is bisected by an alley ("Alley") which is the subject of a petition for vacation ("Petition") approved by the Seattle City Council on March 31, 2003 and filed under Clerk's File No. 304408. Final vacation of the Alley is conditioned upon the satisfaction of certain conditions as set forth in the Petition. Pursuant to the terms of the Ground Lease, once Landlord has completed the Project to an extent sufficient to meet the requirements of the City and once all other conditions for completion of the

vacation of the Alley have been met, Lessor under the Ground Lease will take all actions, including the payment of all applicable costs and fees, to cause the City to enact the final street vacation ordinance with respect to the Alley and to convey ownership of the Alley to the Lessor under the Ground Lease. At that time, Landlord and Tenant shall execute an amendment to this Project Lease, the Memorandum of Lease, applicable financing documents for the Project and any other documents related to the Project which contain a legal description of the Land for the purpose of including the vacated Alley within the description of the Land. In the event that all conditions for achieving the Initial Occupancy Date shall have been met except that the City delays or refuses to issue a temporary certificate of occupancy for the Base Shell and Core Building solely as a result of issues related to the vacation of the Alley, the Initial Occupancy Date shall nonetheless be deemed to have been achieved and Tenant shall be obligated to commence the payment of Monthly Rent pursuant to Section 4.1 above.

DATED the date first above written.

	LANDLORD:	
	NJB PROPERTIES, a Washington nonprofit corporation	
•		
	By	
	Date:, 2006	
	TENANT:	
APPROVED AS TO FORM:	KING COUNTY, a political subdivision of the State of Washington	
Ву	By	-
Senior Deputy Prosecuting Attorney	Kathy Brown Director, King County	
Date:, 2006	Facilities Management Division	
	Date: 2006	

STATE OF WASHINGTON	Ì	
COUNTY OF KING	S	33.

I certify that I know or have satisfactory evidence that John Finke is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of **NJB PROPERTIES**, a Washington nonprofit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

such party for the uses and purpos	es menti	ioned in the instrument.	014111417 400 01
GIVEN UNDER MY HAND	ND OFFI	ICIAL SEAL this day of	, 2006.
		Printed Name NOTARY PUBLIC in and for the State of W	
		residing at	
	٠	My Commission Expires	
STATE OF WASHINGTON	> ss _:		
COUNTY OF KING)		
appeared before me, and said pers stated that she was authorized to e Facilities Management Division o	on ackno xecute the f KING	actory evidence that Kathy Brown is a cowledged that she signed this instrument in acknowledged it as COUNTY, a political subdivision of act of such party for the uses and purpose the county of the uses and the county of the county of the uses and the county of	nent, on oath s the Director, f the State of
GIVEN UNDER MY HAND A	ND OFFI	CIAL SEAL this day of	, 2006.
•			
		Printed Name	
		NOTARY PUBLIC in and for the State of W residing at	•
		My Commission Expires	

EXHIBIT A

MONTHLY RENT

In the event that the	e Initial Occupancy Date occurs p	rior to	_, 20, Monthly
Rent shall be \$, prorated for any partial month.	From and after	, 20,
Monthly Rent shall be as s	et forth on the attached schedule.		

NJB Project Lease #336671 18942-002 77rz09!.doc 10/23/2006

Exhibit B

EXHIBIT E

Archit	ectural Drawing Index - Schematic Design Set	Architect	Dated
A0.01	Drawing Index, Project Info & Abbreviations	NBBJ	9/20/06
A0.01	Vicinity Map, Architectural Site Plan	NBBJ	9/20/06
170.02	vicinity map, Architectural offer rate	. 1400)	9/20/00
A1.00	Code Analysis	NBBJ	9/20/06
A1.01	Parking Level P4 & P5 Life Safety Plan	NBBJ	9/20/06
A1.02	Parking Level P2 & P3 Life Safety Plan	NBBJ	9/20/06
A1.03	Parking Level P1 & G Life Safety Plan	NBBJ	9/20/06
A1.04	Loading Levels & Lobby Life Safety Plan	NBBJ	9/20/06
A2.00	Parking Level P5 Plan	NBBJ	9/20/06
A2.01	Parking Level P4 Plan	NBBJ	9/20/06
A2.02	Parking Level P3 Plan	NBBJ	9/20/06
A2.03	Parking Level P2 Plan	NBBJ	9/20/06
A2.04	Parking Level P1 Plan	NBBJ	9/20/06
A2.05	Level G Plan	NBBJ	9/20/06
A2.06	Level S Plan	NBBJ	9/20/06
A2.07	Level 1 Plan	NBBJ	9/20/06
A2.08	Level 2 Plan	NBBJ	9/20/06
A2.09	Level 3 Plan	NBBJ	9/20/06
A2.10	Level 4 Plan	NBBJ	9/20/06
A2.11	Level 5 Plan	NBBJ	9/20/06
A2.12	Levels 6 - 14 Plan	NBBJ	9/20/06
A2.13	Level PH Plan	NBBJ	9/20/06
A2.14	Roof Plan	NBBJ	9/20/06
A3.01	Exterior Elevation - North	NBBJ	9/20/06
A3.02	Exterior Elevation - West	NBBJ	9/20/06
A3.03	Exterior Elevation - East	NBBJ	9/20/06
A3.04	Exterior Elevation - South	NBBJ	9/20/06
A3.11	Bldg Section - N-S	NBBJ	9/20/06
A3.12	Bldg Section - E-W	NBBJ	9/20/06
A3.21	Garage Sections	NBBJ .	9/20/06
A3.22	Garage Sections	NBBJ	9/20/06
A3.31	Exterior Wall Sections	NBBJ	9/20/06
A3.32	Exterior Wall Section	NBBJ	9/20/06
A3.33	Exterior Wall Sections	NBBJ	9/20/06
A3.34	Exterior Wall Sections	NBBJ	9/20/06
A3.35	Exterior Wall Sections	NBBJ	9/20/06
A3.36	Entry Canopy	NBBJ	9/20/06
A7.00	Stair Plans & Sections	NBBJ	9/20/06
A7.01	Stair Plans & Sections	NBBJ	9/20/06
A7.10	Stair & Elevator Details	NBBJ	9/20/06
A9.00	Partition Schedule	NBBJ	9/20/06
A9.01	Details	NBBJ	9/20/06

Structu	ural Drawing Index - Garage Permit Set	Engineer	Dated
S0.01	Abbreviations, Legends, & Drawing List	Magnusson Klemencic Assoc.	
S0.01	General Notes	Magnusson Klemencic Assoc.	
S0.02	General Notes	Magnusson Klemencic Assoc.	
00.00	General ivoles	Magnusson Nemericle 11550c.	
S1.01	Load Maps	Magnusson Klemencic Assoc.	
S1.02	Load Maps	Magnusson Klemencic Assoc.	
S1.03	Load Maps	Magnusson Klemencic Assoc.	
S1.04	Load Maps	Magnusson Klemencic Assoc.	
	•		
S2.00	Level P5 Foundation & Framing Plan	Magnusson Klemencic Assoc.	
S2.01	Level P4 Foundation & Framing Plan	Magnusson Klemencic Assoc.	
S2.01R	Level P4 Reinforcing Plan	Magnusson Klemencic Assoc.	
S2.02	Level P3 Framing Plan	Magnusson Klemencic Assoc.	
S2.02R	Level P3 Reinforcing Plan	Magnusson Klemencic Assoc.	
S2.03	Level P2 Framing Plan	Magnusson Klemencic Assoc.	
S2.03R	Level P2 Reinforcing Plan	Magnusson Klemencic Assoc.	
S2.04	Level P1 Framing Plan	Magnusson Klemencic Assoc.	
	Level P1 Reinforcing Plan	Magnusson Klemencic Assoc.	
	Level G Framing Plan	Magnusson Klemencic Assoc.	
S2.05R	Level G Reinforcing Plan	Magnusson Klemencic Assoc.	
	Level 01 Framing Plan	Magnusson Klemencic Assoc.	
	Level 01/S Reinforcing Plan	Magnusson Klemencic Assoc.	
S2.08	Level 02 Framing Plan	Magnusson Klemencic Assoc.	
S2.09	Level 03 Framing Plan	Magnusson Klemencic Assoc.	
S2.10	Level 04 Framing Plan	Magnusson Klemencic Assoc.	
S2.11	Level 05 Framing Plan	Magnusson Klemencic Assoc.	
S2.12	Level 06-14 Framing Plan	Magnusson Klemencic Assoc.	
S2.21	Penthouse Level Framing Plan	Magnusson Klemencic Assoc.	
S2.22	Penthouse Roof Framing Plan	Magnusson Klemencic Assoc.	
	•		
S3.01	Corewall Elevations	Magnusson Klemencic Assoc.	
S3.02	Corewall Elevations	Magnusson Klemencic Assoc.	
S3.11	Shearwall Sections	Magnusson Klemencic Assoc.	
S3.21	Basement Wall Sections	Magnusson Klemencic Assoc.	
S3.22	Basement Wall Sections	Magnusson Klemencic Assoc.	
S3.51	Elevations	Magnusson Klemencic Assoc.	
C4 01	Trained Form detion Detailed Cabedules	Marrows Viener in Asses	
S4.01 S4.02	Typical Foundation Details& Schedules	Magnusson Klemencic Assoc.	
	Typical Concrete Details& Schedules	Magnusson Klemencic Assoc.	
S4.03	Typical Concrete Column Details & Schedule	Magnusson Klemencic Assoc.	
S4.04	Typical Concrete Slab Details & Schedule	Magnusson Klemencic Assoc.	
S4.05	Typical Concrete Beam Details & Schedule	Magnusson Klemencic Assoc.	
S4.06	Typical Post-Tension Details	Magnusson Klemencic Assoc.	
S4.11	Typical CMU Details	Magnusson Klemencic Assoc.	
S5.01	Foundation Sections and Details	Magnusson Klemencic Assoc.	

Mecha	nical Drawing Index - SD GMP Set	Engineer	Dated
M2.FN	D NJB Foundation Plan-Plumbing	University Mechanical Contractors	10/06/06
M2.00	NJB Parking Level 5 Plan-Plumbing	University Mechanical Contractors	10/06/06
M2.01	NJB Parking Level 4 Plan-Plumbing	University Mechanical Contractors	10/06/06
M2.02	NJB Parking Level 3 Plan-Plumbing	University Mechanical Contractors	10/06/06
M2.03	NJB Parking Level 2 Plan-Plumbing	University Mechanical Contractors	10/06/06
M2.04	NJB Parking Level 1 Plan-Plumbing	University Mechanical Contractors	10/06/06
M2.05	NJB Level G Plan-Plumbing	University Mechanical Contractors	10/06/06
M2.06	NJB Level S Plan-Plumbing	University Mechanical Contractors	10/06/06
M2.07	NJB Level 1 Plan-Plumbing	University Mechanical Contractors	10/06/06
M2.08	NJB Level 2 Plan-Plumbing	University Mechanical Contractors	10/06/06
M2.09	NJB Level 3 Plan-Plumbing	University Mechanical Contractors	10/06/06
M2.10	NJB Level 4 Plan-Plumbing	University Mechanical Contractors	10/06/06
M2.11	NJB Level 5 Plan-Plumbing	University Mechanical Contractors	10/06/06
M2.12	NJB Level 6 Plan-Plumbing	University Mechanical Contractors	10/06/06
M2.13	NJB Level 7 Plan-Plumbing	University Mechanical Contractors	10/06/06
M2.14	NJB Level 8 Plan-Plumbing	University Mechanical Contractors	10/06/06
M2.15	NJB Level 9 Plan-Plumbing	University Mechanical Contractors	10/06/06
M2.16	NJB Level 10 Plan-Plumbing	University Mechanical Contractors	10/06/06
M2.17	NJB Level 11 Plan-Plumbing	University Mechanical Contractors	10/06/06
M2.18	NJB Level 12 Plan-Plumbing	University Mechanical Contractors	10/06/06
M2.19	NJB Level 13 Plan-Plumbing	University Mechanical Contractors	10/06/06
M2.20	NJB Level 14 Plan-Plumbing	University Mechanical Contractors	10/06/06
M2.21	NJB Level PH Plan-Plumbing	University Mechanical Contractors	10/06/06
M2.22	NJB Roof Plan Plumbing	University Mechanical Contractors	10/06/06
M3.05	NJB Level G Plan-Medical & Lab Gas	University Mechanical Contractors	10/06/06
M3.06	NJB Level S Plan-Medical & Lab Gas	University Mechanical Contractors	10/06/06
M3.07	NJB Level 1 Plan-Medical & Lab Gas	University Mechanical Contractors	10/06/06
M3.08	NJB Level 2 Plan-Medical & Lab Gas	University Mechanical Contractors	10/06/06
M3.09	NJB Level 3 Plan-Medical & Lab Gas	University Mechanical Contractors	10/06/06
M3.10	NJB Level 4 Plan-Medical & Lab Gas	University Mechanical Contractors	10/06/06
M5.00	NJB Prkg Level 5 Plan-Air Distribution	University Mechanical Contractors	10/06/06
M5.01	NJB Prkg Level 4 Plan-Air Distribution	University Mechanical Contractors	10/06/06
M5.02	NJB Prkg Level 3 Plan-Air Distribution	University Mechanical Contractors	10/06/06
M5.03	NJB Prkg Level 2 Plan-Air Distribution	University Mechanical Contractors	10/06/06
	NJB Prkg Level 1 Plan-Air Distribution	University Mechanical Contractors	10/06/06
M5.05	NJB Level G Plan- Air Distribution	University Mechanical Contractors	10/06/06
M5.06	NJB Level S Plan- Air Distribution	University Mechanical Contractors	10/06/06
M5.07	NJB Level 1 Plan- Air Distribution	University Mechanical Contractors	10/06/06
M5.08	NJB Level 2 Plan- Air Distribution	University Mechanical Contractors	10/06/06
M5.09	NJB Level 3 Plan- Air Distribution	University Mechanical Contractors	10/06/06
M5.10	NJB Level 4 Plan-Air Distribution	University Mechanical Contractors	10/06/06
M5.11	NJB Level 5 Plan-Air Distribution	University Mechanical Contractors	10/06/06
M5.12	NJB Level 6 Plan-Air Distribution	University Mechanical Contractors	10/06/06
M5.13	NJB Level 7 Plan-Air Distribution	University Mechanical Contractors	10/06/06
M5.14	NJB Level 8 Plan-Air Distribution	University Mechanical Contractors	10/06/06
		•	•

Mechanical Drawing Index - SD GMP Set (cont.) Engineer			Dated	
	M5.15	NJB Level 9 Plan-Air Distribution	University Mechanical Contractors	10/06/06
	M5.16	NJB Level 10 Plan-Air Distribution	University Mechanical Contractors	10/06/06
	M5.17	NJB Level 11 Plan-Air Distribution	University Mechanical Contractors	10/06/06
	M5.18	NJB Level 12 Plan-Air Distribution	University Mechanical Contractors	10/06/06
	M5.19	NJB Level 13 Plan-Air Distribution	University Mechanical Contractors	10/06/06
	M5.20	NJB Level 14 Plan-Air Distribution	University Mechanical Contractors	10/06/06
	M5.21	NJB Level PH Plan-Air Distribution	University Mechanical Contractors	10/06/06

PART I

The following Preliminary outline specifications are included with respect to the Base Shell and Core Building and Structured Parking Garage:

CATEGORY 00 - SITE GOALS

Project Description:

A. Location: The Harborview Ninth and Jefferson Building project is located in the City of Seattle, King County, between Ninth and Terry Avenues and James and Jefferson Streets. The total estimated site area is 61,346 sf. The site has high transit access and is located on the Harborview Campus (Land Use Zone MIO-240-HR)

B. Site Design Goals:

- a. The site and building will attempt to meet the LEED "certified" standard for shell and core. Outline and criteria to follow.
- b. The entire development should fit with the surroundings and reinforce the Harborview Medical Center campus master plan.
- c. The use of recycled materials in the design and construction of the site improvements will be considered.
- d. Design to emphasize pedestrian access and minimize difficulties of people with disabilities in accessing the site. Focus on site development program for private vehicle parking, transit access, bicycle and motorcycle facilities, encouraging the use of alternate transportation other than single occupancy vehicles.
- e. Where practical, the building will be oriented to take advantage of daylighting and views.
- f. Parking garage should minimize the environmental impact to the site. Parking stalls will be as prescribed by governing codes. All parking areas will be well lit to insure the security of pedestrians. A minimum of one "van accessible" parking space per 6 accessible parking stalls will be provided per chapter 11 of the Seattle Building Code. Bicycle parking for staff to be considered near employee entrances, (secure).
- g. Areas for building waste and collection of recyclable materials will be part of the loading facility and will be screened and secured away from public view.
- h. The building will be a non-smoking facility.
- i. The base structure at the corner of Ninth and Jefferson will be setback creating connections with the rest of the campus, allowing the streetscape to be the primary interface with the community, reducing building scale at the street level and creating a safe and active public space.
- j. Retail spaces will be created all along James Street to the north, Ninth Avenue to the west and at the corner of Terry and Jefferson Streets, accessible just off the lobby located on Jefferson.

C. Building Design Goals:

- a. The building will have a 50 year life expectancy and will express stewardship and public trust.
- b. The architecture will be appropriate to the Harborview campus plan and will be designed with a structural module appropriate for medical and lab facilities.
- c. The building design should serve as a model of conservation of resources and the County's responsibility to the environment. The building will attempt to be a LEED "certified," standard certification, building for shell & core.
- d. For the tower, there will be a minimum 8'-6" floor to ceiling height in office spaces with a 12'8" floor to floor height. The podium (levels 2 and 3) will have a floor to floor height of 15'-0" to accommodate the required services for lab and research functions with a minimum ceiling height of 9'-0".
- e. Materials will denote quality and permanence, resource conservation and practicality. Materials will be low maintenance and sustainable under the weather conditions that exist in the Northwest.
- f. Windows will be non-operable.
- g. The exterior closure system will be energy efficient, requiring minimal maintenance beyond window washing.
- h. The safety of staff and visitors is a primary concern. An overview of safety and security considerations will be applied to all aspects of site, planning, facility design and operations. King County will be made aware of all reasonable options related to safety and personal security.

PART II

The following Outline Specifications are included with respect to the Base Shell and Core Building:

OUTLINE SPECIFICATIONS

CATEGORY 01 – GENERAL DESIGN CRITERIA

Structural and Building Envelope Criteria

A. Live Loads

- Roof: 25 psf snow/live load for concrete and concrete/metal deck roofs (reducible per IBC)
- 2. Floors:
 - a. 100 psf. Typical office floor –(reducible), based on 80 psf plus 20 psf partition load.
 - b. 125 psf. Mechanical rooms and penthouse (or use actual equipment weight and housekeeping pads plus 40 psf at open areas around equipment where 125 psf LL is exceeded) (no reduction)
 - c. 100 psf. Exit corridors and stairways (reducible)
 - d. 100 psf. Assembly areas lobby (no reduction)
 - e. 100 psf. Retail spaces (reducible)

- f. 125 psf. Storage (no reduction)
- g. 40 psf. Parking levels (reducible)
- h. 250 psf. Sidewalks, Loading dock

B. Seismic:

- 1. Seismic Use Group I
- 2. Importance Factors, Ie, Is, =1.0
- 3. Seismic Design Category D
- 4. Response Modification Coefficient R=6 for special reinforced concrete shearwalls in Parking Structure and Office Building.
- 5. Allowable Story Drift: 0.025 x story height, based on IBC code level forces

C. Wind:

- 1. Basic Wind Speed = 85 mph
- 2. Exposure Category B
- 3. Importance Factor, Iw = 1.0
- 4. Enclosure classification: Enclosed
- 5. Internal pressure coefficient: GCpi = 0.18
- 6. Allowable Story Drift = 0.0025 x story height

CATEGORY 02 - DEMOLITION

A. Site Demolition and Relocations:

- 1. The site has been previously cleared and excavated. Remaining site demolition to include sidewalk, curb and gutter, asphalt and concrete pavement
- 2. Disposal of all removed items shall be off-site at an approved location.
 - a. Comply with City of Seattle and King County recycling guidelines for demolished materials.
- 3. Relocations shall include any effected utilities; i.e., gas, TV, power, phone, water, sanitary sewer, fiber optics/telecomunications and storm sewer.

CATEGORY 03 - SITE

A. Plaza Paving:

- 1. Steps and accents: Concrete; quality finish and stone accents.
- 2. Typical pedestrian paving: City of Seattle standard specification; concrete with lampblack added, light broom finish, and scored joints.
- 3. Treat concrete paving with curing compound.
- B. Roadways: Improvements with be in conformance with the City of Seattle Standard Specifications for Street Construction, latest edition.
 - 1. Street improvements will be conducted on James and Jefferson Streets and Ninth and Terry Avenues, as required.
 - 2. Improvements to include sidewalk, curbwalk, curb and gutter, base course and pavement (asphalt or concrete), street lights, street trees, planters and signage.
- C. Utilities: Provide the following in conformance with code, City of Seattle Standards, and utility owner requirements:
 - 1. Domestic and fire protection water supply.

- 2. Electrical power.
- 3. Storm and sanitary sewer.
- 4. Telephone and data access pathway only (wiring to be provided under Tenant Improvements).

CATEGORY 04 - STRUCTURE

Standard Foundations

A. Foundation: Reinforced concrete spread footings.

Description of Structural Systems

- A. Roof: 2½-inch normal weight concrete on 3-inch composite type metal deck. Composite designed steel beams and girders. Steel columns.
- B. Typical floors:
 - 1. Parking Garage: 9-inch thick unbonded post-tensioned two-way concrete slab
 - 2. Office Building:
 - a. Levels "G" through 4; 10 to 14-inch thick mild-reinforced two way concrete slab.
 - b. Level 5 through Penthouse; 2 ½-inches normal weight concrete on 3-inch composite type metal deck. Composite designed steel beams and girders. Steel columns.
 - c. Sprayed fireproofing on steel frame.
- C. Structural slab on grade: 4-inch concrete slab at parking structure. Concrete grade beams.
- D. Lateral force-resisting system: Special reinforced concrete shearwalls in Parking Structure and Office Building.

04 - EXTERIOR WALLS

- A. General Performance Criteria: See Category 01, above.
- B. Typical Walls: Unitized curtain wall with vision glass, spandrel glass, stone and metal panel at the tower, brick veneer masonry and stone over lightgage steel stud framing with fiberglass-faced exterior gypsum sheathing (G-P Dens-Glass) and moisture barrier ("BluSkin") at the base.
 - 1. Batt insulation in stud space to meet energy code.
 - 2. Through-wall flashing: Stainless steel with self-adhesive rubberized asphalt (Grace "Perm-a-Barrier") in cavity.
- C. Exterior Walls at Parapet, Elevator Penthouse and Mechanical Equipment Screen: Smooth-textured, pre-finished aluminum composite panels or metal siding.
 - 1. Premium system with 10-year warranty.
- D. Exterior Metalwork.
 - 1. Typical: Steel fabrications.
 - a. Shop prime: Zinc-rich urethane.
 - b. Intermediate coat: Polyamide epoxy.
 - c. Finish coat: Acrylic-aliphatic urethane; satin.

- F. Aluminum Curtainwall: Thermally-broken unitized and stick frame.
 - 1. Design to withstand wind loads.
 - 2. Air infiltration: 0.05 cfm per minute at 12 psf.
 - 3. No uncontrolled water penetration at 12 psf.
 - 4. Finish: AAMA 605.2 fluoropolymer.
 - 5. Vision Glass: 1-inch insulated, clear or tinted, Low-E.
 - a. Glass tint or clear to be determined by Energy Code analysis.
 - 6. Stone panels in curtainwall: 25mm granite (color to be determined).
 - 7. Metal panels in curtainwall: .125" aluminum panels.
 - 8. 3" mineral wool batts at spandrel canditions: min 40 lbs density.
- G. Hollow Metal Doors: Non-public exterior doors.
 - 1. Insulated; U-Value 0.10 or better.
 - 2. 16 gage faces, 14 gage frames.
 - 3. Doors and frames: Galvanized, field painted.
- H. Louvers: High-performance, drainable blade; minimum 50 percent free area.
 - 1. Finish: AAMA 605.2 fluoropolymer.
- I. Overhead Doors at Garage and Loading Area:
 - 1. Coiling grilles.
 - 2. Operators: Electric.
- J. Sealants:
 - 1. Traffic Bearing Joints: 2-component urethane.
 - 2. Concealed metal-to-metal joints: Non-skinning polyisobutylene.
 - 3. Joints at edges of roofing and waterproofing: Single component urethane.
 - 4. Other exterior joints: Ultra-low modulus silicone.

CATEGORY 05 - ROOFING

- A. Design Criteria:
 - 1. External Fire Hazard Classification: Class A per IBC or UL.
 - 2. Uplift: Comply with SPRI or FM for design wind speed and building height.
 - 3. Energy-star compliant
- B. Insulation: R-30 minimum, rigid insulation with appropriate facing materials at underside of roof deck.
- C. Membrane Roofing, Typical:
 - 1. Concrete topping slab.
 - 2. "Derbi-Gum GP" set in adhesive 2 ply
 - 3. "Derbi-Brite" 1 ply
- D. Terraces: Hot-rubberized asphalt membrane with protection course.
 - 1. Cover with cast-in place concrete paving.

CATEGORY 06 - INTERIORS

Interior Construction

- A. Partitions: Gypsum board on metal studs typical:
 - 1. Provide sound insulation and sealed acoustical partitions:
 - a. Mechanical rooms: STC 48.

- b. Toilet rooms: STC 42.
- c. Other: STC 38.
- B. Shaftwall: Gypsum shaftwall system on metal framing.
 - 1. Elevators and mechanical shafts: 2-hour; STC 45.
- C. Interior Doors:
 - 1. Non-rated and 20-minute rated door: Solid core flush wood, custom grade, transparent finish veneer faces.
 - 2. Fire doors: Composition core wood doors with faces to match non-rated doors.
 - 3. Fire door Frames: Hollow metal, 16 gage typical.
 - 4. Door Hardware:
 - a. Mortise looks: Corbin, Sargent or equal.
 - b. Cylinders: Bilock 12 pin or alternates as approved by King County
 - c. Closers: Surface mounted with plated cover.
- D. Interior Specialties:
 - 1. Code required signage.
 - 2. Fire extinguishers and cabinets.
 - 3. Toilet partitions: Stainless steel.
 - 4. Toilet accessories.

Interior Stairways

- A. Stairs:
 - 1. Treads and risers:
 - a. Cast-in-place or
 - b. Precast concrete with non-slip treads or
 - 2. Landing: Cast-in-place concrete, or precast.
 - 3. Railings: Tubular steel.
 - 4. 1 duplex receptacle at landing.

Interior Finishes

- A. Finish Schedule Criteria:
 - 1. Building Operation Spaces:
 - a. Floor: VCT.
 - b. Base: Rubber base.
 - c. Typical Wall: Painted gypsum board.
 - d. Ceiling: 2' by 4' acoustical lay-in.
 - 2. Toilet Rooms:
 - a. Floor: Ceramic tile.
 - b. Base: Ceramic tile.
 - c. Typical Wall: gypsum board, water-base epoxy paint.
 - d. Ceiling: 2' by 2' acoustical lay-in.
 - 3. Entry Lobby:
 - a. Floor: Combination of stone and carpet.
 - b. Base: Stone or wood.
 - c. Wall Features: Wood and GWB.
 - d. Wall: Painted gypsum board.

- e. Ceiling: Painted gypsum board with features.
- 4. Janitor Closets:
 - a. Floor: Sealed concrete.
 - b. Base: Rubber base.
 - c. Walls: Gypsum board, water-based epoxy paint.
 - d. Ceiling: Exposed structure.
- 5. Utility Rooms (Data closets, Telephone, Electrical, Etc.):
 - a. Floor: Sealed concrete.
 - b. Base: Rubber base.
 - c. Typical Wall: Painted gypsum board.
 - d. Mounting panels: 34-inch thick fire-retardant treated (FRT) plywood.
 - e. Ceiling: Exposed structure.
- B. Resilient Flooring and Accessories:
 - 1. VCT: Commercial quality vinyl composition tile, 12 by 12 by 1/8 inch.
 - 2. RB: Rubber base, solid color. 4-inch height typical. Toe base typical, straight base at carpet (exception carpet tile). Field-formed corners.
- C. CPT Carpet: 32 ox. 4th generation nylon; low static generation.
 - 1. Installation: Direct glue typical and/or over pad.
- D. CT Ceramic Tile:
 - 1. Toilet Room Floors: 2 by 2 by ¼ inch, unglazed ceramic mosaic, cushion edge, 7½ percent slip resistant. Latex thinset; latex grout.
 - 2. Other Floors: 8 by 8 by 3/8 inch, unglazed paver. Latex thinset; latex grout.
 - 3. Toilet Room Wet Walls: 2 by 1 by ¼ inch, glazed ceramic mosaic, cushion edge. Latex thinset on backer unit; latex grout to 5'.
 - 4. Backer Board: Cementitious backer or Georgia Pacific "Dens' Shield" fiberglass-faced gypsum units.
- E. Paint: Water-based, Low VOC, typical:
 - 1. Typical: Latex eggshell.
 - 2. Epoxy: Water-based epoxy, satin.
 - 3. Metal: Doors & frames, handrails, etc.: Acrylic, semi-gloss.
- F. Transparent Finish Wood Paneling:
 - 1. AWI Premium Grade, Wood veneer over particle board.
 - 2. Finish: AWI System TR-4, Conversion Varnish, Premium Grade.
- G. Ceilings:
 - 1. Acoustical lay-in ceilings:
 - a. Utility spaces: 24 by 48 by 5/8 inch thick acoustical panels; 15/16-inch wide, heavy-duty classification painted steel grid, or open to structure.
 - b. Public spaces: 24 by 24 inch by ¾ inch thick acoustical panels; 15/16-inch wide, heavy-duty classification painted steel grid.
 - b. Toilet rooms: 24 by 24 inch by 5/8 inch thick acoustical panels; 15/16-inch wide, heavy-duty classification painted steel grid vinyl or mylar faced in shower rooms.
 - 2. Gypsum board ceiling: 5/8 inch gypsum board on conventional furring with option to use direct-hung grid suspension.

Furnishings

- A. Typical Casework: AWI Custom Grade, Plastic Laminate (HPL) over particle board.
 - 1. Edges: PVC edge band.
 - 2. Tops: HPL
- B. Lavatory Counters: Polished stone.
- C. Entrance Mat: Polypropylene carpet; recessed.

<u>CATEGORY 07 – VERTICAL TRANSPORTATION:</u>

See Attachment A, attached

CATEGORY 08 - HVAC

See Attachment B, attached.

CATEGORY 09 - PLUMBING

See Attachment C, attached.

CATEGORY 10 - FIRE SPRINKLERS

See Attachment D, attached.

CATEGORY 11 - ELECTRICAL

See Attachment E, attached.

BRIGHT LINE SCOPE MATRIX

See Attachment F, attached.

The following clarifies the bid response dated 5/26/06:

A. Finish Schedule Criteria:

- 1. Retail spaces include the following:
 - a. Individual utility meters for each possible tenant space.
 - b. 1-hour separation between tenant spaces and the rest of the building.
 - c. Mechanical, electrical and plumbing stubbed to each tenant space.

2. Loading Dock and support spaces include the following:

- a. Wall protection and bollards through out dock and retail parking area.
- b. 1 scissors lift.
- c. 2 dock levelers.
- d. Trash compactors.
- e. Receiving area.
- f. Holding areas for hazardous medical waste, card board, recycling, soiled linen.
- g. Six mechanical air changes minimum to ventilate enclosed loading dock.
- h. Sealed concrete floor.
- i. Corner guards.
- j. Cart wash.
- k. Three (3) 35' truck bays.
- l. Dock ambient lighting and specialty lighting without any specialty lighting included at dock. Lighting will meet code requirements and be typical of a functioning loading dock.
- m. Emergency eye wash.
- n. Floor drains.
- o. Security gate for enclosure. (remote controlled add \$25,000)
- p. Proximity card system, parking system card reader, pin pad, intercom. An overall allowance of \$50,000, for the complete shell core package, has been included for specialty hardware
- q. Security Cameras. A total of seven (7) security cameras are included in shell and core package.

3. Tenant Office/Clinic Space:

- a. Core walls with gypsum wall board fire taped structure to-structure.
- b. Window walls insulated, framed with gypsum wall board.
- c. Columns are framed with gypsum wall board screwed to 9'-6" above floor.
- d. Horizontal blinds at all exterior windows.

4. IDF Rooms:

- a. Telephone access per floor.
- b. Cooling 12 months 24/7 and on emergency power.
- c. Sealed concrete floor.
- d. Fire retardant plywood at walls.

- 5. Electrical Rooms:
 - a. Wall phone: Rough-in only is included.
 - b. Sealed concrete floor.
- 6. Exit Stairs:
 - a. Ceiling painted with exposed construction excluded. Optional, please add \$15,000.
 - b. Walls finished and painted.
 - c. Floors sealed concrete.
 - e. 1 duplex electrical receptacle at intermediate landings.
- 7. Public Elevators:
 - a. Finished interior cabs including lighting.
 - b. Proximity card readers at each elevator, pin pads at half. An overall allowance of \$50,000, for the complete shell core package, has been included for specialty hardware. It is intended to buy this specific requirement for this allowance.
 - c. 10 extra pair of copper cabling.
- 8. Service Elevators:
 - a. Finished interior cabs including lighting.
 - b. Key card readers at each elevator, pin pads at half. An overall allowance of \$50,000, for the complete shell core package, has been included for specialty hardware. It is intended to buy this specific requirement for this allowance.
 - c. 10 extra pair of capper cabling.
- 9. Elevator Lobby and Building Lobby Consistent with a Class A Office Building:
 - a. Reception desk without security is included.
- 10. Fire Command Center:
 - a. Per Seattle Building Code.
- 11. Multi-fixture Toilet Rooms Consistent with Class A Office Building:

Toilets are consistent with standard Class A MOB shell and core in 60% of the building, 40% includes more dense fixtures consistent with a Class A office building.

- a. Stainless steel ceiling mounted toilet partitions.
- 12. Janitor's closet:
 - a. Plastic sheet wall protection wainscot or plywood painted with finished gypsum board above, top set rubber coved base.
 - b. Sealed concrete floors.
 - c. Shelf and hooks for supplies.
 - d. Floor mop sink.
- 13. Mechanical rooms, building storage, elevator machine rooms:
 - a. Sealed concrete floors.
 - b. Fluorescent strip lighting.

14. Mechanical Systems:

- a. Chilled water system with rooftop VAV air handling units to economically support 25% 50% of building 24/7.
- b. Medium velocity duct distribution system with supply/return shaft, plenum return in non-clinical (must maintain AIA guideline standards for health care acoustics).
- c. Main building restroom exhaust and shafts to meet type A office building standards.
- d. Plumbing loops and multiple plumbing chases to support future clinic tenant improvements.
- e. 100% ducted exhaust at patient care areas excluded as T.I. allowance would need to cover this requirement, shell systems sized to meet the need.
- f. Future 100% exhaust and future 100% clinical fresh air requirements to meet Department of Health standards with louvers for 60% of added area.

15. Electrical:

- a. See original building drawings for conceptual electrical system distribution.
- b. Original phase I calculated load: 4,300 amperes.
- c. Original phase II calculated load: 5,400 amperes.
- d. Total phase I and phase II load: 9,700 amperes.
- e. Generators provided by previous project, installed per the bright line attached.
- f. All lobbies to include tamperproof receptacles.
- g. Any receptacle within five feet of water will be GFCI.

16. Pneumatic tube system:

- a. Provide connection to existing central system. Optional, please add \$350,000 under tenant improvements.
- b. Assume 10 new stations. Optional, costs could be as high as \$350,000 depending on location in tenant improvements.

17. Security:

- a. Proximity card readers at each elevator; pin pads at half. An overall allowance of \$50,000, for the complete shell core package, has been included for specialty hardware. It is intended to buy this specific requirement from this allowance.
- b. Card readers at all egress stairs. An overall allowance if \$50,000, for the complete shell core package, has been included for specialty hardware. It is intended to buy this specific requirement from this allowance.
- c. Card readers at (3) exterior doors. An overall allowance of \$50,000, for the complete shell core package, has been included for specialty hardware. It is intended to buy this specific requirement from this allowance.
- d. Cameras at exterior perimeter, and interior lobby. Included (A total of seven (7) on the project).

- 18. Doors & Builders' Hardware: This section is included to help develop the proposers understanding for spaces and systems included in the shell and core. It is meant only as a reference of quality and basis of design. In no way should it be assumed that this is a closed specification. Potential add to Shell & Core \$81,000 and potential add to TI \$823,000 (assumes approx. 1,900 doors) to be reviewed in detail with owner prior to proceeding with any hardware purchase.
 - a. Hinges/Pivot: Hagar, Bommer, McKinney
 - b. Lock & Latchsets: Corbin/Russin or Schlage
 - c. Exit Devices and accessory power supplies: VonDuprin
 - d. 10" stainless steel kick plates, 4" mop plates.
 - e. Solid core wood doors faced w/stiles particleboard grade 1-LD-2 25-32 pcf bonded to stiles (min 5") and rails (2 1/4" & 7").
 - f. Automatic door operators: Keene Monroe.
 - g. Cylinder cores: BiLock 12 pin interchangeable core cylinders, match existing master key system.
 - h. Electric hardware: 24 VDC, strikes Folger Adams.
 - i. Coordinators: Door controls international, Glyyn Johnson.
 - j. Closers: LCN.
 - k. All finish floor "unprotected edges" to receive a reducing strip.

Access panels provided at all MEP concealed spaces (ie. Ceilings/chases).

Addendum 1

- 19. Parking garage and related facilities include the following:
 - a. Maximize ambient lighting in garage within energy code with increased lighting levels at pedestrian paths, elevator lobby areas, and egress stair entrances.
 - b. If post tensioning is chosen as the structural slab system, then the tendons will be fully grouted. Excluded, option was rejected during design phase by Owner and Tenant.
 - c. Floor drains at sprinkler legs.
 - d. Sump pump.
 - e. All handicap parking and patient parking is on flat slabs.
 - f. Electric and low voltage closets as required by program.
 - g. Water tank.
 - h. Bollards, wall protection and visible paint to protect partitions within the garage is included. Staff by-pass for exiting is included with separation of parking type by card access system.
 - i. McGann parking system (or approved equal that can communicate with McGann).
 - i. Garage to meet ADA requirements including van requirements.
 - k. Private ITA Court van drop-off area with access to service elevators.
 - 1. Attendant booth(s) for visitor parking.
 - m. 600 parking spaces. Actual is 654 or greater provided.
- 20. Generator Plant includes the following:
 - a. Two (2) 15,000 gal tanks.

- b. Required fire suppression systems is not included Add \$175,000.
- c. Ability to replace generator from street.
- d. Generator plant includes generators four (4), switchgear, BUS to IEB, exhaust system.
- e. We have included one (1) generator and installation of three (3) generators provided by others. Switchgear for NJB is included ref. bright line scope matrix, see Attachment F.
- 21. Required Building Infrastructure.
 - a. Seattle City Light transformers and switch gear is included.
 - b. Manifolded gas cylinder cylinder rooms oxygen, nitrogen, and nitrous oxide. Rooms only included.
 - c. Utility entrance. Rough in by others.
 - d. Main data room, PBX. Rooms only included

ATTACHMENT A

CATEGORY 07 - VERTICAL TRANSPORTATION

SECTION 14210

TRACTION ELEVATORS

PART 1 GENERAL

1.01 QUALITY ASSURANCE

A. All work shall be performed in accordance with the latest edition of the "American Standard Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks" (ASME A17.1), including published supplements; "National Electrical Code," "OSHA," "NFPA," "IBC," Accessibility Codes, and such state and local codes as may be applicable.

PART 2 PRODUCTS

2.01 SUMMARY – TRACTION ELEVATOR EQUIPENT

A. Three Garage Elevators:

7	~ .	. 1 7
1 ~9791	30 I 91	יס ו ג
Value	ge Car	o 1~J

Number:

Cars 1-3

Capacity:

3500#

Class Loading:

Passenger Class A

Contract Speed:

350 fpm

Roping:

1:1

Machine:

Gearless, Machine-Room-Less

Machine Location:

Overhead

Supervisory Control:

Group Automatic Microprocessor-Based System

Motor Control:

AC Variable Voltage Variable Frequency

Microprocessor-Based with Digital Closed-Loop Feedback

Power Characteristics:

480 Volts, 3 Phase, 60 Hertz

Garage Cars 1-3

Stops and Openings:

6, All Front

Floors Served:

P4, P3, P2, P1, G, 01

Travel:

49'-9" ±

Platform Size:

7'-0" Wide X 6'-2" Deep

Minimum Clear Inside

6'-8" Wide X 5'-4" Deep

Car:

Entrance Size:

3'-6" Wide X 7'-0" High

Entrance Type:

Single Speed, Center Opening

Door Operation:

High-Speed, Heavy-Duty, Door Operator, Minimum Opening

Speed 2-1/2 F.P.S.

Door Protection:

3-Dimensional Infrared, Full Screen Device, with Differential

Timing, Nudging, and Interrupted Beam Time

Safety:

Flexible Guide Clamp-Type B, Car

Guide Rails:

Planed Steel Tees

Buffers:

Oil

Compensation:

Encapsulated Chain with Pit Guide

Car Enclosure:

Steel Shell as Specified Plus \$25,000 Allowance and 1,000#

Weight Allowance for Interior Finishes

8'-0" Clear Height Under Canopy

Pad Buttons or Hooks and Vinyl-Covered Pads

Battery Powered Emergency Car Lighting. Provide Separate Constant Pressure Test Button in Car Service Compartment.

Illuminate Portion of Normal Car Lighting

Signal Fixtures:

LED Illumination. Contractor's Standard Design. Vandal

Resistant Assembly

Hall and Car

Pushbutton

Stations:

Single Hall Pushbutton Risers

Dual Car Operating Panels

Garage Car	rs 1	-3
------------	------	----

Vandal Resistant Car and Hall Pushbuttons

Car Position Indicators:

Dual Digital with Car Direction Arrows

Firefighters' Control Panel

Hall Lanterns: At All Floors with Volume Adjustable Electronic Chime or

Tone. Sound Twice for Down Direction with Predictive

Function

Communication System:

Intercom with Distress Signal

Self-Dialing, Vandal Resistant, Push to Call, Two-Way Communication System with Recall, Tracking and Voiceless

Communication

Fixture Submittal: Submit Brochure I

Submit Brochure Depicting Provider's Proposed Designs with

Bid

Additional Features – Cars 1-3:

Car and Counterweight Roller Guides

Car Top Inspection Station

Firefighters' Service, Phase I and II, Including Alternate Floor

Return

Standby Power Transfer (Automatic to Main Floor) with Manual

Override in Firefighters' Control Panel

Accessibility Signage

Swing Car Return Panels Arranged for Integral Car Operating

Panels

Hoistway Access Switches, Top and Bottom Floors

Hoistway Door Unlocking Device, All Floors

Platform Isolation

Load-Weighing Device

Anti-Nuisance Feature

Garage Cars 1-3

Independent Service Feature

Card Reader Provisions

CCTV Provisions

Digital Video Display Provisions

Firefighters' Control Panel and Remote Wiring

Machine, Power Conversion Unit, and Controller Sound Isolation

Tamper Resistant Fasteners for All Fastenings Exposed to the Public

One Year Warranty Maintenance with 24-Hour Call-Back Service

Sill Support Angles

Firefighters' Telephone Jack

Emergency Paging Speaker Installation

Seismic Devices

Signage Engraving Filled with Black Paint or Approved Etching Process

No Visible Company Name or Logo

Wiring Diagrams, Operating Instructions, and Parts Ordering Information

System Diagnostic Means and Instructions

Non-Proprietary Control System and Diagnostics Provisions

B. Six Passenger Elevators:

Passenger Cars 4-9

Number:

Cars 4-9

Capacity:

4000#

Passenger Cars 4-9

Class Loading:

Passenger, Class A

Contract Speed:

500 fpm

Roping:

2:1

Machine:

Gearless

Machine Location:

Overhead

Supervisory

Control:

Group Automatic Microprocessor-Based System

Motor Control:

AC Variable Voltage Variable Frequency

Microprocessor-Based with Digital Closed-Loop Feedback

Power

480 Volts, 3 Phase, 60 Hertz

Characteristics:

Stops and Openings:

14, All Front

Floors Served:

01-14

Travel:

177'-9" ±

Platform Size:

8'-0" Wide X 6'-2" Deep

Minimum Clear

7'-8" Wide X 5'-4" Deep

Inside Car:

Entrance Size:

4'-0" Wide X 7'-0" High

Entrance Type:

Single Speed, Center Opening

Door Operation:

High -Speed, Heavy-Duty, Door Operator, Minimum Opening

Speed 2-1/2 F.P.S.

Door Protection:

3-Dimensional Infrared, Full Screen Device, with Differential

Timing, Nudging, and Interrupted Beam Time

Safety:

Flexible Guide Clamp-Type B, Car and Counterweight

Guide Rails:

Planed Steel Tees

Buffers:

Oil

Compensation:

Encapsulated Chain with Pit Guide

Passenger	Cars	4-9
-----------	------	-----

Car Enclosure:

Steel Shell as Specified Plus \$25,000 Allowance and 1,000#

Weight Allowance for Interior Finishes

8'-0" Clear Height Under Canopy

Pad Buttons or Hooks and Vinyl-Covered Pads

Battery Powered Emergency Car Lighting. Provide Separate Constant Pressure Test Button in Car Service Compartment.

Illuminate Portion of Normal Car Lighting

Signal Fixtures:

Stations:

LED Illumination. Standard Design

Hall and Car Pushbutton Dual Hall Pushbutton Risers Dual Car Operating Panels

Vandal Resistant Car and Hall Pushbuttons

Car Position Indicators:

Dual Digital with Car Direction Arrows

Firefighters' Control Panel

Hall Lanterns:

At All Floors with Volume Adjustable Electronic Chime or Tone.

Sound Twice for Down Direction with Predictive Function

Communication

System:

Intercom with Distress Signal

Self-Dialing, Vandal Resistant, Push to Call, Two-Way Communication System with Recall, Tracking and Voiceless

Communication

Fixture Submittal:

Submit Brochure Depicting Provider's Proposed Designs with Bid

Additional Features – Cars 1-6:

Car and Counterweight Roller Guides

Car Top Inspection Station

Firefighters' Service, Phase I and II, Including Alternate Floor

Return

Standby Power Transfer (Automatic to Main Floor) with Manual

Override in Firefighters' Control Panel

Passenger Cars 4-9

Accessibility Signage

Swing Car Return Panels Arranged for Integral Car Operating Panels

Hoistway Access Switches, Top and Bottom Floors

Hoistway Door Unlocking Device, All Floors

Platform Isolation

Load-Weighing Device

Anti-Nuisance Feature

Independent Service Feature

Card Reader Provisions, All Cars

CCTV Provisions, All Cars

Digital Video Display Provisions, All Cars

Firefighters' Control Panel and Remote Wiring and Conduit

Machine, Power Conversion Unit, and Controller Sound Isolation

Tamper Resistant Fasteners for All Fastenings Exposed to the Public

One Year Warranty Maintenance with 24-Hour Call-Back Service

Sill Support Angles

Firefighters' Telephone Jack

Emergency Paging Speaker Installation

Seismic Devices

Signage Engraving Filled with Black Paint or Approved Etching Process

No Visible Company Name or Logo

Wiring Diagrams, Operating Instructions, and Parts Ordering Information

Passenger Cars 4-9

System Diagnostic Means and Instructions

Non-Proprietary Control System and Diagnostics Provisions

C. One Service Elevator:

Service Car 10

Number:

Car 10

Capacity:

5000#

Class Loading:

Service Class C3

Contract Speed:

500 fpm

Roping:

2:1

Machine:

Gearless

Machine Location:

Overhead

Operational Control:

Selective Collective Microprocessor-Based System

Motor Control:

AC Variable Voltage Variable Frequency Microprocessor-

Based with Digital Closed-Loop Feedback

Power Characteristics:

480 Volts, 3 Phase, 60 Hertz

Stops and Openings:

14, Front; 2 Rear

Floors Served:

Front: S, 01, 02-14

Rear: S, Loading Dock

Travel:

184'-0" ±

Platform Size:

6'-0" Wide X 10'-11/2" Deep

Minimum Clear Inside

5'-8" Wide X 8'-71/2" Deep

Car:

Entrance Size:

4'-6" Wide X 7'-0" High

Entrance Type:

Two Speed, Side Opening

~		\sim	-	\sim
Ver	vice	(or		ſι
ω	ATOO	$\sim a$		v

Door Operation:

High -Speed, Heavy-Duty, Door Operator, Minimum

Opening Speed 2-1/2 F.P.S.

Door Protection:

3-Dimensional Infrared, Full Screen Device, with

Differential Timing, Nudging, and Interrupted Beam Time

Safety:

Flexible Guide Clamp-Type B, Car and Counterweight

Guide Rails:

Planed Steel Tees

Buffers:

Oil

Compensation:

Encapsulated Chain with Pit Guide

Car Enclosure:

Steel Shell as Specified Plus \$5,000 Allowance for Interior

Finishes

10'-0" Clear Height Under Canopy

Battery Powered Emergency Car Lighting. Provide Separate Constant Pressure Test Button in Car Service Compartment

Signal Fixtures:

LED Illumination. Contractor's Standard Design. Vandal

Resistant Assembly

Hall and Car

Single Hall Pushbutton Riser

Pushbutton Stations:

Dual Car Operating Panels, Front and Side walls

Vandal Resistant Car and Hall Pushbuttons

Car Position Indicators:

Single Digital with Car Direction Arrows

Firefighters' Control Panel

In Car Lanterns:

All Car Entrance Columns with Volume Adjustable

Electronic Chime or Tone. Sound Twice for Down

Direction. Vandal Resistant Assembly

Hall Car Position

Indicator:

Digital with Car Direction Arrows at All Floors. Vandal

Resistant Assembly

Communication System:

Intercom with Distress Signal

Self-Dialing, Vandal Resistant, Push to Call, Two-Way Communication System with Recall, Tracking and Voiceless

Communication

Service Car 10

Fixture Submittal:

Submit Brochure Depicting Provider's Proposed Designs

with Bid

Additional Features - Car 10:

Car and Counterweight Roller Guides

Car Top Inspection Station

Firefighters' Service, Phase I and II, Including Alternate Floor Return

Standby Power Transfer (Automatic to Main Floor) with Manual Override in Firefighters' Control Panel

Accessibility Signage

Stationary Car Return Panel Arranged for Integral Car Operating Fixtures

Recessed Side Wall Panel Arranged for Recessed Applied Car Operating Panel

Hoistway Access Switches, Top and Bottom Floors

Hoistway Door Unlocking Device, All Floors

Platform Isolation

Load-Weighing Device

Anti-Nuisance Feature

Independent Service Feature

Attendant Operation

Card Reader Provisions

CCTV Provisions

Firefighters' Control Panel and Remote Wiring

Machine, Power Conversion Unit, and Controller Sound Isolation

Tamper Resistant Fasteners for All Fastenings Exposed to the Public

Service Car 10

One Year Warranty Maintenance with 24-Hour Call-Back

Service

Sill Support Angles

Firefighters' Telephone Jack

Emergency Paging Speaker Installation

Seismic Devices

Signage Engraving Filled with Black Paint or Approved

Etching Process

No Visible Company Name or Logo

Wiring Diagrams, Operating Instructions, and Parts Ordering

Information

Non-Proprietary Control System and Diagnostics Provisions

D. One Service Elevator:

Service Car 11

Number:

Car 11

Capacity:

4500 #

Class Loading:

Service Class C3

Contract Speed:

350 fpm

Roping:

Basement Traction

Machine:

Geared

Machine Location:

Bottom Landing, Rear

Operational Control:

Selective Collective Microprocessor-Based System

Motor Control:

AC Variable Voltage Variable Frequency Microprocessor-

Based with Digital Closed-Loop Feedback

Power Characteristics:

480 Volts, 3 Phase, 60 Hertz

Service Car 11

Stops and Openings:

2: 1 Front at 2; 1 Rear at S

Floors Served:

S, 02

Travel:

19'-0" ±

Platform Size:

6'-0" Wide X 9'-8" Deep

Minimum Clear Inside

5'-8" Wide X 8'-1" Deep

Car:

Entrance Size:

4'-6" Wide X 7'-0" High

Entrance Type:

Two Speed, Side Opening

Door Operation:

High -Speed, Heavy-Duty, Door Operator, Minimum

Opening Speed 2-1/2 F.P.S.

Door Protection:

3-Dimensional Infrared, Full Screen Device, with

Differential Timing, Nudging, and Interrupted Beam Time

Safety:

Flexible Guide Clamp-Type B, Car and Counterweight

Guide Rails:

Planed Steel Tees

Buffers:

Oil

Car Enclosure:

Steel Shell as Specified Plus \$5,000 Allowance for Interior

Finishes

8'-0" Clear Height Under Canopy

Battery Powered Emergency Car Lighting. Provide Separate Constant Pressure Test Button in Car Service Compartment.

Signal Fixtures:

LED Illumination. Contractor's Standard Design. Vandal

Resistant Assembly

Hall and Car

Single Hall Pushbutton Riser

Pushbutton Stations:

Dual Car Operating Panels, Front and Side Walls

Vandal Resistant Car and Hall Pushbuttons

Car Position

Indicators:

Single Digital with Car Direction Arrows

Service Car 11

Firefighters' Control Panel

In Car Lanterns:

All Car Entrance Columns with Volume Adjustable

Electronic Chime or Tone. Sound Twice for Down

Direction. Vandal Resistant Assembly

Hall Car Position

Indicator:

Digital with Car Direction Arrows at All Floors. Vandal

Resistant Assembly

Communication System:

Intercom with Distress Signal

Self-Dialing, Vandal Resistant, Push to Call, Two-Way Communication System with Recall, Tracking and Voiceless

Communication

Fixture Submittal:

Submit Brochure Depicting Provider's Proposed Designs

with Bid

Additional Features - Car 11:

Car and Counterweight Roller Guides

Car Top Inspection Station

Firefighters' Service, Phase I and II, Including Alternate

Floor Return

Standby Power Transfer (Automatic to Main Floor) with

Manual Override in Firefighters' Control Panel

Accessibility Signage

Stationary Car Return Panel Arranged for Integral Car

Operating Fixtures

Recessed Side Wall Panel Arranged for Recessed Applied

Car Operating Panel

Hoistway Access Switches, Top and Bottom Floors

Hoistway Door Unlocking Device, All Floors

Platform Isolation

Load-Weighing Device

Anti-Nuisance Feature

Service Car 11

Independent Service Feature

Attendant Operation

Card Reader Provisions

CCTV Provisions

Firefighters' Control Panel and Remote Wiring

Machine, Power Conversion Unit, and Controller Sound Isolation

Tamper Resistant Fasteners for All Fastenings Exposed to the Public

One Year Warranty Maintenance with 24-Hour Call-Back Service

Sill Support Angles

Firefighters' Telephone Jack

Emergency Paging Speaker Installation

Seismic Devices

Signage Engraving Filled with Black Paint or Approved Etching Process

No Visible Company Name or Logo

Wiring Diagrams, Operating Instructions, and Parts Ordering Information

Non-Proprietary Control System and Diagnostics Provisions

Alternates:

Provide Stop at G Level

PART 3 EXECUTION

3.01 INSTALLATION

A. Comply with applicable codes, manufacturer's instructions, shop drawings and recommendations. Comply with National Electrical Code (ASME C1 by NFPA) for electrical work required during construction.

3.02 Final Inspection and Test

A. Comply with ASME A17.2-latest edition Inspectors' Manual.

SECTION 14240

HYDRAULIC ELEVATORS

PART 1 GENERAL

1.01 QUALITY ASSURANCE

A. "American Standard Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks" (ASME A17.1), including published supplements; "National Electrical Code," "OSHA," "NFPA," "IBC," Accessibility Codes, and such state and local codes as may be applicable.

PART 2 PRODUCTS

2.01 SUMMARY - HYDRAULIC ELEVATOR EQUIPMENT

A. One Service Elevator:

~	•	\sim	10
Ver	771 CA	(or	1.7
DUL	V100	Car	14

Number:

Car 12

Capacity:

5000#

Class Loading:

Service, Class C3, for 2000# Single Piece Load

Contract Speed:

100 fpm

Machine:

Hydraulic Pump

Machine Location:

Adjacent at Bottom Landing

Operational Control:

Two-Stop Selective Collective Microprocessor-Based

System

Motor Control:

Single Speed AC with SCR Soft Start with Closed

Transition

Power Characteristics:

480 Volts, 3 Phase, 60 Hertz

Stops and Openings:

1 Front; 1 Rear

Floors Served:

S Front; G Rear

Set	vice	Car	12
DOI	VICE	Cai	12

Travel:

7'-1" ±

Platform Size:

6'-0" Wide X 10'-31/2" Deep

Minimum Clear Inside Car:

5'-8" Wide X 8'-9" Deep

Entrance Size:

4'-6" Wide X 7'-0" High

Entrance Type:

Two Speed, Side Opening

Door Operation:

Medium Speed, Heavy-Duty, Door Operator, Minimum

Opening Speed 1-1/2 F.P.S.

Door Protection:

3-Dimensional Infrared, Full Screen Device, with

Differential Timing, Nudging, and Interrupted Beam Time

Hydraulic Type:

Dual Jack Holeless

Guide Rails:

Planed Steel Tees

Buffers:

Spring

Car Enclosure:

Steel Shell as Specified Plus \$5,000 Allowance for Interior

Finishes

10'-0" Clear Height Under Canopy

Pad Buttons or Hooks and Vinyl-Covered Pads

Battery Powered Emergency Car Lighting. Provide

Separate

Constant Pressure Test Button in Car Service Compartment

Signal Fixtures:

LED Illumination. Vandal Resistant Assembly

Hall and Car Pushbutton

Dual Hall Pushbutton Risers, Front and Rear

Stations:

Dual Car Operating Panels, One Front, One Side Wall

Vandal Resistant Car And Hall Pushbuttons

Car Position Indicators:

Single Digital with Car Direction Arrows

In Car Lanterns:

All Car Entrance Columns with Volume Adjustable

Electronic Chime or Tone. Sound Twice for Down

Direction Vandal Resistant Assembly

Communication System:

Intercom with Distress Signal

Service Car 12

Self-Dialing, Vandal Resistant, Push to Call, Two-Way Communication System with Recall, Tracking, and

Voiceless Communication

Fixture Submittal:

Submit Brochure Depicting Provider's Proposed Designs

with Pricing

Additional Features – Car 12:

Car Solid Slide Type Guides

Car Top Inspection Station

Firefighters' Service, Phase I and II, Including Alternate Floor Return

Battery Lowering Device

Accessibility Signage

Stationary Car Return Panels Arranged for Surface Applied Car Operating Panel

Recessed Side Wall Panels Arranged for Recessed Applied Car Operating Panel

Hoistway Door Unlocking Device, All Floors

Platform Isolation, Jack to Platen Connection(s)

Independent Service Feature

Selective Door Operation

Card Reader Provisions

CCTV Provisions

Firefighters' Control Panel and Remote Wiring

Hydraulic Pump Unit and Controller Sound Isolation

Tamper Resistant Fasteners for All Fastenings Exposed to the Public

Service Car 12

One Year Warranty Maintenance with 24-Hour Call-Back Service

Sill Support Angles

Emergency Paging Speaker Installation

Seismic Safety Valve

Seismic Devices

Signage Engraving Filled with Black Paint or Approved Etching Process

No Visible Company Name or Logo

Wiring Diagrams, Operating Instructions, and Parts Ordering Information

Non-Proprietary Control System and Diagnostics Provisions

PART 3 EXECUTION

3.01 INSTALLATION

A. Comply with applicable codes, manufacturer's instructions, shop drawings and recommendations. Comply with National Electrical Code (ASME C1 by NFPA) for electrical work required during construction.

3.02 FINAL INSPECTION AND TEST

A. Comply with ASME A17.2-latest edition Inspectors' Manual.

ATTACHMENT B

CATEGORY 08 - HVAC

SECTION 15010

BASIC MECHANICAL REQUIREMENTS

PART 1 GENERAL

1.00 SYSTEM DESCRIPTION

A. <u>Cooling Plant</u> - The HVAC system selected for the new Ninth and Jefferson Building is a chilled water system with custom air handling units. This system includes a central chilled water plant comprised of chillers, chilled water pumps, chilled water piping, condenser water pumps, condenser water piping, and rooftop cooling towers.

Water is cooled at the chiller and delivered to the chilled water air handlers via chilled water piping. A modulating control valve at each air handler allows chilled water to enter the coil to cool the supply air.

B. <u>Heating Plant</u> - Heat for the building is provided by steam-to-hydronic converters located in the Level 4 mechanical room. This system includes a central heating water plant comprised of steam converters, heating water pumps and piping, pre-heat water pumps and piping, steam piping, and controls. Distribution piping is routed through the building to provide hot water to the hydronic coils in the shell and core air handling units and VAV zone boxes. Provisions are made for future Tenant Improvement connections to the heating water system.

Water is heated at the converters and delivered to the air handler via heating water piping. A modulating control valve at each air handler allows heating water to enter the coil to cool the supply air.

C. <u>Air Delivery System</u> - The air systems for NJB are divided into two distinct types - Tower (Levels 5 through Level 14) and Podium (Levels G through Level 4). Separate air-handling systems have been designed to accommodate the specific requirements of the Tower and the Podium.

The Tower air delivery system is designed for general medical office use. The air handlers are complete with a chilled water coil, hot water pre-heat coil, pre-filters, final filters, dual VAV supply fans, dual VAV return/exhaust fans, and economizer dampers. The Tower system is a re-circulating system that varies the amount of ventilation air. The percent of outside air to total supply air in the Tower will range from 25% to 100% depending on internal load (demand) and ambient temperature.

Conditioned air is supplied to the Tower through a medium-velocity duct distribution system. The duct mains will be installed and ready to be extended by future Tenants.

Each shell and core temperature control zone has a series VAV fan terminal unit. The VAV damper unit precisely controls the quantity of cooling required to satisfy the zone. The series VAV fan terminal unit has a fan that runs continuously during occupied hours. The fan draws air from the medium velocity cooling duct and from the ceiling return plenum as required to satisfy the zone temperature. When heat is required, the hydronic control valve modulates as required to maintain the space temperature at the minimum setpoint. The occupants perceive the system to be a constant air volume system. Comfort and indoor air quality is increased through constant air motion

The Podium air delivery system is designed for laboratory or similar use and delivers 100% outside air with matched 100% exhaust (non-recirculated) air. The system is intended to supply a constant air volume. Pressure relationships are maintained by supply/exhaust airflow differentials ("CFM offset"). The Supply air handlers are complete with a chilled water coil, heat recovery coil, hot water pre-heat coil, pre-filters, final filters, sound attenuators, and a supply fan. The Exhaust air handlers are complete with a heat recovery coil, pre-filters, sound attenuators, and an exhaust fan.

Conditioned air is supplied to the Podium through a medium-velocity duct distribution system. The duct mains will be installed and ready to be extended by future Tenants. Each shell and core temperature control zone has a single duct terminal unit. The terminal unit damper precisely controls the quantity of air required to maintain pressure relationships and satisfy the zone. When heat is required, the hydronic control valve modulates as required to maintain the space temperature at the minimum setpoint.

- D. <u>Tower Auxiliary Cooling System</u> -The Tower shall use the chilled water system for auxiliary cooling needs. The allocated capacity for each floor is ten (10) tons.
- E. <u>Podium Auxiliary Cooling Loop</u> -The Podium will be supplied with auxiliary cooling water from the IEB auxiliary cooling system. Floors "G" through 1 will be served by this system.
- F. Garage Ventilation System The garage ventilation system consists of wall mounted; propeller-type supply fans and exhaust fans. The supply and exhaust fans are located at opposite ends of the garage in order to promote good cross ventilation. Fans are located on each floor in architectural shafts; ductwork is not provided inside the shafts. The exhaust fans discharge to louvers located along Terry Avenue, and the supply fans draw air from intake wells located along 9th Avenue. A grid of carbon monoxide sensors (multiple sensors on each floor) controls the amount of ventilation air in the garage.
- G. <u>Toilet Exhaust System</u> The shell and core toilet exhaust system consists of a roof exhaust fan and associated ductwork. The system operates as scheduled by the DDC system.
- H. <u>Stairwell Pressurization System</u> High-Rise stairwells are provided with pressurization fans and relief dampers. Low-rise stairwells not pressurized will be provided with relief dampers as required by IBC.

- <u>Elevator Pressurization System</u> High-rise elevator shafts are provided with pressurization. Low-rise elevator shafts not provided with fire/smoke doors will be pressurized.
- J. <u>Control System</u> Complete DDC control system including low-voltage wiring, thermostats to terminal units, night setback zones, building static pressure control, duct static pressure control, economizer control, garage carbon monoxide monitoring, and building time clock.
- K. <u>Domestic Water System</u> Complete domestic cold water and hot water systems are provided. Provisions for future tenant connections have been made. The domestic cold and hot water systems are comprised of a duplex booster pump, instantaneous steam hot water generators for the Podium and an electric hot water tank for the upper zone in the tower, hot water circulation pumps, piping, and controls.
- L. Storm System A complete rain leader and overflow system is provided.
- M. <u>Sanitary Waste and Vent System</u>- A complete sanitary waste and vent system is provided. Provisions for future tenant connections have been made.
- N. <u>Garage Drainage System</u> A complete garage drainage system is provided. This system is comprised of sand-oil interceptor, sump pump, area drains, and piping.
- O. <u>Foundation Wall Drain System</u>- A portion of the foundation wall drainage system was installed under a previous contract. This project will connect to and complete the installation. This system is comprised of a sump pump, existing and new piping, and drain connections.
- P. NJB Mechanical Systems to Support IEB The following mechanical systems in NJB are necessary to support the IEB. These systems will need to be functional in order for the IEB to be occupied.
 - 1. Emergency Generator Ventilation System The generator ventilation system consists of radiator intake ductwork, exhaust ductwork, and diesel generator exhaust pipe.
 - 2. Generator Fuel Oil Storage and Delivery System The fuel oil system consists of fuel storage tanks, fuel pumps, day tanks, fuel piping, fill station with alarms, and fuel storage room ventilation.
 - 3. SCL Vault Ventilation The SCL ventilation system consists of a supply fan, an exhaust fan, and associated ductwork. The exhaust ductwork will terminate at 10 feet above grade along Terry Avenue.
 - 4. Main Electrical Room & Emergency Switchgear Room The air conditioning units for the main electrical rooms will need to be functional. The cooling source for the A/C units comes from the IEB's auxiliary cooling loop.
 - 5. Medical Gas Systems The Nitrogen, Nitrous Oxide, and Oxygen systems consist of manifolds, manifold relief vents, gas piping, and associated alarms. Gas cylinders are provided by others. Each medical gas room has a ventilation system consisting of a dedicated exhaust fan and supply/exhaust ductwork. The ductwork routes from each gas room to the exterior in 1-hour enclosures.

- 6. Medical Air and Medical Vac Systems The medical air and medical vacuum systems consist of air compressors, vacuum pumps, piping, intake/exhaust vents, and associated alarms. The Med Air / Vac room air conditioning unit will need to be functional. The cooling source for the A/C unit comes from the IEB's auxiliary cooling loop.
- 7. Medical Gas Alarms Wiring for source alarms for the medical gases in the NJB will be terminated at the Utility tunnel leading to the IEB. A j-box is provided for this purpose.
- 8. Lab Air and Building Air The lab air and building air systems consist of air compressors, piping, intake vents, and associated alarms. The lab air and building air compressors are located in the Med Air / Vac room.
- 9. MDF/PBX The air conditioning units for the MDF/PBX Room will need to be functional. The cooling source for the A/C units comes from the IEB's auxiliary cooling loop.
- 10. Pathways and corridors form NJB to IEB will need to be functional. Temporary ventilation in the corridors will be provided using fan coil unit(s) with electric heat.
- 11. DDC controls for systems mentioned above where applicable.
- 12. The NJB provides a backup source for domestic water and steam to the IEB. These systems will be functional as well.

1.01 ALTERNATES

- A. Option <u>excluded</u> in the GMP are listed below as alternates:
 - a. Additional cooling capacity to support a 2,000 square foot server room with 150 watts/sf of critical load. Mechanical costs only add \$825,000.
 - b. Rough-in only for red bag medical waste disposal unit add \$12,000.

1.02 DESIGN PARAMETERS

- A. The following criteria shall apply to the Tower (levels 5 through 14) portion of the project:
 - 1) The building will be steel and concrete construction
 - 2) The lighting and equipment load will be no greater than 3.6 watts per square foot.
 - 3) The building occupancy will not exceed 1 person per 143 square feet.
 - 4) The ventilation rate is based at 25 cfm per person.
- B. The following criteria shall apply to the Podium (levels "G" through 4) portion of the project:
 - 1) The building will be concrete construction
 - 2) The lighting and equipment load will be no greater than 5.0 watts per square foot average.
 - 3) The building occupancy will not exceed 1 person per 143 square feet average.
 - 4) The ventilation rate is based on 10 air changes per hour with a 9'-0" ceiling height in lab areas and at 25 cfm per person in non-lab areas.
- 1.03 Not Used
- 1.04 Not Used

- 1.05 Not Used
- 1.06 Not Used
- 1.07 QUALITY ASSURANCE
- A. All work shall comply with the governing ordinances of the local jurisdiction and applicable Codes of the State of Washington.
- B. Comply with the most recently published versions of the following codes as amended by the City of Seattle:

International Building Code 2003
International Mechanical Code 2003
International Fire Code 2003
Washington State Energy Code 2004
Uniform Plumbing Code 2003
Washington State Ventilation & Indoor Air Quality Code 2003
National Electric Code

- 1.08 BALANCING AND TESTING
- A. Balancing of air conditioning and ventilating systems will be done after the systems are substantially completed and shall be performed by the Mechanical Contractor.
- 1.09 INSTRUCTION FOR OWNER'S REPRESENTATIVES
- A. Following initial operation of all mechanical equipment and prior to acceptance of the mechanical work, the Contractor shall conduct demonstrations of equipment operation and instruction periods for the Owner's representatives.
- B. Duration of instruction periods:

Plumbing ½ day
Heating Systems ½ day
AC Systems 1 day

Temperature Control/EMS System 2 days

ATTACHMENT C

CATEGORY 09 - PLUMBING

SECTION 15140 & 15150

PLUMBING/PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pipe and fittings for domestic or potable water, sanitary sewer, and storm water drainage service.
- B. This section covers service within the building and to 5 feet outside the building.
- C. Miscellaneous piping for instruments, testing, and temporary services. Make same as for the connecting service if not otherwise specified.
- D. Services covered under this section:

SYMBOL	SERVICE	DESIGN PRESSURE (PSIG)	DESIGN TEMP. (°F)
CW	Domestic Cold Water	175	50
HW	Domestic Hot Water	175	120
HWC	Domestic Hot Water Circulating	175	120
SS (W)	Sanitary Sewer (Waste)	10' of Head	120
RL	Rainwater Leader	10' of Head	32
SD	Storm Drain	10' of Head	40
V, VTR	Vents for Sanitary Sewer	10' of Head	Ambient

PART 2 PRODUCTS

2.01 DOMESTIC COLD AND HOT WATER (CW, HW, HWC) - ABOVE GRADE

- A. Copper pipe, fittings, and joints: Anaconda, American Brass Co., Nibco, Inc., Mueller Brass Co.
 - 1. Pipe: Type L hard-drawn seamless copper, water tube, ASTM B 88.
 - 2. Fittings: Wrought-copper solder joints fittings, ANSI B16.22 and ASTM B 75. Cast bronze may be used for fittings not available in wrought copper.
 - 3. Unions: Wrought-copper and solder joint unions with copper seats, ANSI B16.22 and ASTM B 75.
 - 4. Flanges: Class 125 cast-bronze solder joint flanges, flat faced, ASTM B 584, 175 lb WOG @ 150° F. Furnish flanges factory-faced, drilled, and spot-faced.
 - 5. Joints: Soldered. Flanged at flanged equipment connections and flanged valves.
 - 6. Solder: 95-5 tin antimony, 95.5/4 tin/copper, 91.5/5/3.5 tin/antimony/copper per ASTM B 32-89, Grade 50A, Alpha Metals, Inc., Anchor Alloys Inc., Kester Solder Co., Harris, Engelhard, or approved.
 - 7. Gaskets: Full face type for flat face flanges. Furnish gaskets factory cut and punched of 1/16 inch thick compressed nitrile bonded asbestos-free fiber, 1450 lb @ 750° F, Richard Klinger, Inc., Crane Packing Co., Garlock Co., or approved.
 - 8. Bolting: Silicon bronze hex-head cap screws with regular hex nuts.
- 2.02 SANITARY SEWER, STORM DRAIN, AND ASSOCIATED VENT PIPING (SS (W), SD, V) BELOW GRADE
- A. Cast-iron soil pipe and fittings.
 - 1. Pipe: CISPI 301, service weight, cast-iron soil pipe, bituminous coated, hubless type.
 - 2. Fittings: CISPI 301, service weight, hubless type; bituminous coated.
 - 3. Joints: Neoprene gaskets and stainless steel clamp-and-shield assemblies, ASTM C-564, CISPI 310.
- B. Provide factory fabricated transition coupling or adapter gasket at interface between building cast-iron piping and site piping.
- 2.03 SANITARY SEWER AND VENT PIPING (SS (W), V, VTR) ABOVE GRADE
- A. Use either B or C consistently throughout project for a given size range of piping.

- B. Cast-iron soil pipe and fittings.
 - 1. Pipe: CISPI 301, service weight, cast-iron soil pipe, bituminous coated, hubless type.
 - 2. Fittings: CISPI 301, service weight, hubless type; bituminous coated.
 - 3. Joints: Neoprene gaskets and stainless steel clamp-and-shield assemblies, ASTM C-564, CISPI 310.
- C. Copper pipe system:
 - 1. Pipe: 1-1/2" maximum: Type DWV copper tubing, ASTM B306.
 - 2. Fittings: Wrought copper solder joint drainage fittings, ANSI B16.29 or cast bronze solder joint drainage fittings, ANSI B16.23. Solder per domestic water specification.
- 2.04 STORM DRAIN AND RAINWATER LEADER PIPING (SD, RL) ABOVE GRADE
- A. Cast-iron soil pipe and fittings.
 - 1. Pipe: CISPI 301, service weight, cast-iron soil pipe, bituminous coated, hubless type.
 - 2. Fittings: CISPI 301, service weight, hubless type; bituminous coated.
 - 3. Joints: Neoprene gaskets and stainless steel clamp-and-shield assemblies, ASTM C-564, CISPI 310.

PART 3 EXECUTION

- 3.01 TESTING
- A. Hydrostatic test as specified in Contract Documents, before disinfection.
- 3.02 DISINFECTION OF DOMESTIC WATER PIPING SYSTEM
- A. Sterilize all water piping, using 50 ppm chlorine concentration; per Seattle-King County Health Department regulations; 8 hour contact time; open all valves several times during contact period; followed by flushing with clean water until residual chlorine is less than 0.2 ppm.

END OF SECTION

SECTION 15181

HYDRONIC PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Water piping for heating, cooling, and other nonpotable water services as identified below.
- B. Miscellaneous piping for drains, vents, instrument connections and temporary services. Make the same as for the connecting service if not otherwise specified.
- C. Services covered under this section:

SYMBOL	SERVICE	DESIGN PRESSURE (PSIG)	DESIGN TEMP. (°F)
CHS	Chilled Water Supply	175	42
CHR	Chilled Water Return	175	56
CS	Condenser Water Supply	175	75
CR	Condenser Water Return	175	90
HWS	Heating Water Supply	175	160
HWR	Heating Water Return	175	135
HGS	Preheat Supply	175	125
HGR	Preheat Return	175	100
ACS	Aux Cooling Supply	172	85
ACR	Aux Cooling Return	175	95
COND	Condensate	10' of Head	Ambient

1.02 QUALITY ASSURANCE

- A. Welding materials and procedures: Section 15060 General Piping Requirements.
- B. Welder's certification: Section 15060.

PART 2 PRODUCTS

2.01 CHILLED AND CONDENSER WATER PIPING (CHWS,CHWR,CWS,CWR)

- A. Black Steel pipe, fittings, and joints, 2 1/2 inches & larger:
 - 1. Pipe material: Black steel, ASTM A 53, Grade A or B, electric resistance welded or ASTM A106 seamless.
 - 2. Weight and ends: 2 1/2 inch through 10 inches, Schedule 40. 12 inches and larger, Schedule 40S (0.375" thickness. Thin wall pipe acceptable for roll-grooved-end pipe: 2 inch to 6 inch: Schedule 10.
 - 3. Fittings: 2-1/2 inches and larger, Standard weight seamless steel butt welding, ASTM A 234 Grade WPB; dimensions to ANSI B16.9 and B16.10. Weldolets, Threadolets, Sockolets, or as approved may be used where branch pipe size is less than or equal to half the main line size or Grooved end type, ductile iron, ASTM A 536 or malleable iron, ASTM A 47, with EPDM gasket. Victaulic or approved.
 - 4. Unions: Class 150 malleable iron, brass seat, threaded, ASTM A 197, ANSI B16.3, 150-lb. SWP @ 366°F., 300-lb WOG @ 150°F.
 - 5. Flanges: Class 150 slip-on or welding neck forged steel flanges with raised face, ASTM A 181-1 or A 105-1, ANSI B16.5, 150-lb WP @ 500°F, 255-lb. WP @ 150°F. Use flat-faced flanges when mating steel flanges to cast iron flanges. Slip-on flanges: Double fillet weld.
 - 6. Joints: 2 1/2 inches and larger: welded, flanged, or grooved.
 - 7. Thread lubricant: Teflon tape or pipe dope.
 - 8. Gaskets: Ring type for raised face flanges and full-face type for flat face flanges. Furnish gaskets factory cut and punched of 1/16 inch thick compressed nitrile bonded asbestos-free fiber, 1000-lb. @ 700°F., Garlock Co., or approved.
 - Bolting: Carbon steel hex-head machine bolts and hex nuts, ASTM A 307, Grade A bolt, ASTM A563 nut or continuous thread stud bolts and hex nuts, ASTM A193B7 stud, ASTM A1942H nut.
- B. Copper pipe, fittings, and joints: Anaconda, American Brass Co., Nibco, Inc., Mueller Brass Co.
 - 1. Pipe: 2 inches & smaller: Type L hard-drawn seamless copper, water tube, ASTM B 88.
 - 2. Fittings: Wrought-copper solder joints fittings, ANSI B16.22 and ASTM B 75. Cast bronze may be used for fittings not available in wrought copper.

- 3. Unions: Wrought-copper and solder joint unions with copper seats, ANSI B16.22 and ASTM B 75.
- 4. Flanges: Class 125 cast-bronze solder joint flanges, flat-faced, ASTM B 584, 175-lb WOG @ 150° F. Furnish flanges factory-faced, drilled, and spot-faced.
- Joints: Soldered, sweat, or threaded. Flanged at flanged equipment connections and flanged valves. Grooved end or Victaulic joint connections also may be approved by mechanical engineer.
- 6. Solder: 95-5 tin antimony, 95.5/4 tin/copper, 91.5/5/3.5 tin/antimony/copper per ASTM B 32-89, Grade 50A, Alpha Metals, Inc., Anchor Alloys Inc., Kester Solder Co., Harris, Engelhard, or approved.
- 7. Gaskets: Full-face type for flat face flanges. Furnish gaskets factory cut and punched of 1/16 inch thick compressed nitrile bonded asbestos-free fiber, 1000 lb @ 700° F, Richard Klinger, Inc., Crane Packing Co., Garlock Co., or approved.
- 8. Bolting: Silicon bronze hex-head cap screws with regular hex nuts.

2.02 CONDENSATE PIPING

- A. Copper pipe and fittings.
 - 1. Pipe material: Type DWV copper tubing, ASTM B306.
 - 2. Fittings: Wrought copper solder joint drainage fittings, ANSI B16.29 or cast bronze solder joint drainage fittings, ANSI B16.23.
 - 3. Joints: Soldered per domestic water specification.

PART 3 EXECUTION

3.01 TESTING

A. Hydrostatically test piping in accordance with Contract Documents.

3.02 CLEANING

A. Flush system to remove oil and pipe cuttings with a mixture of water and trisodium phosphate, 1 lb for each 50 gallons of water, circulate for 2 hours, then drain and flush with clean water under pressure to remove traces of detergent. Remove strainer baskets and screens, clean thoroughly, and replace.

END OF SECTION

ATTACHMENT D

CATEGORY 10 - FIRE SPRINKLERS

SECTION 15310

FIRE PROTECTION SPRINKLER AND STANDPIPE SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Provide design and construction of a complete design-build automatic fire protection sprinkler system. The sprinkler system shall extend throughout the building (including combustible overhangs where required by code) and meet code requirements for high rise buildings. The parking garage shall be fully protected per Seattle's requirements. It is the contractor's responsibility to verify and comply with all applicable city codes and ordinances. In case of any conflict with drawings or specifications, the codes and ordinances shall govern.
 - 2. Shop drawings, hydraulic calculations, material submittals, test reports and certificates, operation and maintenance manuals, as-built drawings.
- 1.2 REFERENCES
- A. National Fire Protection Association, NFPA 13, Installation of Sprinkler Systems
- B. National Fire Protection Association, NFPA 14, Standpipe and Hose Systems
- C. 2004 Seattle Building Code (SBC)
- D. Underwriters Laboratories (UL)

PART 2 - PRODUCTS

- 2.1 MATERIALS
- A. All materials and equipment to be new UL listed, pressure rated for system pressures, and shall be in accordance with NFPA 13 and the City of Seattle requirements.
- 2.2 PIPE AND FITTINGS

- A. Pipe: Provide pipe in accordance with NFPA 13, as applicable for the type of system or application.
- B. Fittings: Provide sizes and types matching pipe, valves, and equipment connections. Fittings shall be threaded, fit socket, grooved, or flanged.
- C. Pipe used for dry pipe sprinkler systems shall be schedule 10 or schedule 40.

2.3 PIPE HANGERS AND SUPPORTS

A. Support and seismically restrain the fire protection piping with UL listed hangers and support devices. The design, selection, spacing, restraining, and anchors shall be in accordance with NFPA 13.

2.4 VALVES

A. All fire protection valves shall be UL listed for fire protection use. Valves shall be threaded, grooved, or flanged, and shall be provided for the correct application and pressure rating as required.

2.5 CHECK VALVES

A. All check valves shall be UL listed swing type check valves with replaceable seat. Valves shall be threaded, grooved, wafer, or flanged, and shall be provided for the correct application and pressure rating as required.

2.6 SPRINKLER HEADS

- A. All sprinkler heads shall be quick response type. Temperature rating shall be in accordance with NFPA 13.
- B. Sprinkler heads in unfinished areas to be upright or pendent with brass finish.
- C. Sprinkler heads in finished ceiling areas to be recessed with chrome finish and or painted escutcheon.
- D. Provide a metal cabinet containing a stock of spare sprinklers and head wrenches in accordance with NFPA 13. Locate the cabinet in the fire sprinkler riser room.

2.7 VALVE SUPERVISORY SWITCHES

A. All control valves in the fire protection piping shall be supervised. Supervisory switches shall be furnished and installed by this contractor and wired by the Electrical Contractor. Valves without built in supervisory switches shall be provided with Potter Electric supervisory switches.

2.8 WATERFLOW SWITCHES

- A. All waterflow and pressure alarm switches shall be furnished and installed by this contractor and wired by the Electrical Contractor.
- B. Wet pipe waterflow alarm switches to be Potter VSR-F.
- C. Dry pipe pressure alarm switches to be Potter PS 10-2.
- D. Dry pipe high/low air alarm switches to be Potter PS 40-2.

2.9 ACCESS DOORS

- A. Provide wall or ceiling access doors in finished areas for the access to concealed equipment. Coordinate locations with the architect before installation.
- B. All access doors provided shall be compatible with the type of construction to be installed in. Access doors in fire rated assemblies shall be rated to maintain the rated assembly.

2.10 SLEEVES

- A. Provide sleeves around all piping passing through masonry, CMU, concrete walls and floors.
- B. This contractor is responsible for the timely placement of sleeves in construction. If sleeves are not placed during construction, permission shall be obtained before any core drilling is performed.
- C. Sleeves shall be sized in accordance with NFPA 13.

2.11 FIRESTOPPING

A. Provide a classified UL firestopping system of all pipe penetrations through fire rated assemblies in accordance with the City of Seattle building inspector.

2.12 FIRE HOSE VALVES

A. Standard Hose Valves: 2 ½ inch, cast brass finish, angle pattern, with hose threads, cap with 1/8 inch hole, and chain.

2.13 DRY PIPE VALVES

- A. The dry valve is to be Reliable Model D or equal. Include pressure alarm switch, high/low air switch, and other all necessary trim and devices.
- 2.14 AIR COMPRESSOR
- A. Provide a tank mounted fire sprinkler system air compressor sized in accordance with NFPA 13. Coordinate electrical wiring requirements with the electrical contractor.

2.15 ELEVATOR MACHINE ROOMS

A. Elevator machine rooms, shafts, and pits are to be protected in accordance with the state elevator inspector's guidelines.

END OF SECTION 15550

ATTACHMENT D

CATEGORY 11 - ELECTRICAL

SECTION 16000

SHELL AND CORE SCHEMATIC DESIGN ELECTRICAL OUTLINE

1.00 BASIS OF DESIGN NARRATIVE

PROJECT DESCRIPTION

- A) The Harborview Medical Center (HMC) Ninth and Jefferson Building (NJB) from hereon consists of 5 levels of below grade parking, retail at grade and 14 floors of clinics/labs/office space. The building is 726,103 GSF. This narrative describes the scope of electrical work for Shell and Core only.
- B) The project is located in Seattle, Washington.

CODES

- A) The facility will be designed and built to current and applicable codes as follows (with Seattle Supplements and standards):
 - 1) 2002 National Electrical Code, NFPA 70, with City of Seattle amendments.
 - 2) 2003 International Building Code with City of Seattle amendments.
 - 3) 2003 International Fire Code with City of Seattle amendments.
 - 4) Applicable Illuminating Engineering Society (IES) recommendations.
 - 5) Applicable American National Standards Institute (ANSI) standards.
 - 6) Applicable National Electrical Manufacturer's Association (NEMA) standards.
 - 7) 2004 Washington State Energy Code with City of Seattle amendments.

SCOPE OF WORK

A) GENERAL:

- 1) Generally, the electrical system for this project will be based on an industry standard medical office building with specialty spaces defined in the RFP dated April 20, 2006. The final electrical "Design and Specifications" for this project will be reflective of this type of project and not a hospital facility.
- 2) All electrical equipment installation shall meet the International Building Code seismic zone 3 requirements or the local codes whichever is more comprehensive.
- 3) All ceiling mounted equipment shall be independently supported from structure and clipped to the ceiling grid where appropriate.

4) Transient voltage surge suppression protection will be provided for panelboards serving computer workstations, network equipment and other sensitive electronic equipment that are being served under the core and shell. Additional TVSS devices will be provided under a separate T.I. contract. This includes all 208Y/120 volt normal and emergency panels.

B) UTILITY SERVICES:

1) Power:

The local power utility company is Seattle City Light (SCL). SCL will provide new service to the site at 12.47 KV, 3 phase from the South Service District which is not on the spot network. This means that the NJB project would not have the reliability and back-up of the SCL spot network system, so if a building service transformer or transformers have a problem, the entire building will be without power, until SCL can repair the problem.

- a) The Owner will construct a primary switch room and transformer vault to SCL's requirements. The Owner will also provide provisions for an additional future transformer vault for the building. The transformer vault will be sized accordingly for four. Sequoyah will lead the effort for SCL approval of the primary switch room and transformer vault design and obtain a "Service Agreement Letter" from SCL for the Owners.
- b) The primary switch room and transformer vault will be constructed to accommodate a future spot network connection.
- c) Incoming service voltage will be 480Y/277 volts, 3 phase, 4 wire.
- d) The Electrical Contractor will provide the underground power duct bank system to the property line only. Extension to the nearest SCL vault as is designated by SCL is by others. Seattle City Light will install, own, operate and maintain the primary distribution system around the site.
- e) All utility charges shall be paid directly by the Owner.
- f) The SCL contact is: Bob Risch @ (206) 684-3269.

2) Telephone:

- a) The local telephone utility company will provide telephone service to the NJB project.
- b) The Electrical Contractor shall provide (7) 4" raceways from the main point of entry (MPOE) in the MDF/PBX room (demarc room) on Level G to a manhole and utility pole as designated by the local telephone utility company located on Jefferson Street. The Electrical Contractor shall also provide (7) 4" sleeves through the east wall for an alternate route for an alternate telephone utility company.
- c) All utility charges excluded by electrical contractor.

3) Cable TV (CATV) System:

a) The local cable TV utility company will provide CATV service to the project, if required during the tenant improvement phase of the project.

- b) The Electrical Contractor shall provide (2) 2" raceways from the main point of entry (MPOE) in the MDF/PBX room (demarc room) on Level G to the property line. The local CATV utility company shall provide the infrastructure (raceways, duct banks, vaults, etc.) to the intercept point at the property line.
- c) All utility charges excluded by electrical contractor.

C) EMERGENCY POWER SYSTEM:

- 1) Four 1,250 KW emergency generators with paralleling switchgear will be located in NJB on Level P3 and will serve the NJB project, Inpatient Expansion Building (IEB) project and various loads in the existing Hospital.
 - a) One 1,250 KW generator will be provided under the NJB contract.
 - b) Fuel storage tanks will be provided by others and consists of two 15,000 gallon tanks located in NJB Fuel Storage Rooms on Level 4.
- 2) The emergency generators will provide power to the following branches of emergency loads via automatic transfer switches with bypass/isolation.
 - a) Life Safety Branch (Priority 1).
 - b) Critical Branch (Priority 1).
 - c) Fire Pumps (Priority 2).
 - d) Essential Equipment or Legally Required Branch (Priority 3).
 - e) Optional Standby Branch (Priority 4).

D) BUILDING POWER DISTRIBUTION:

- 1) The NBJ project is designed to provide 480Y/277 volt, 3 phase, 4 wire power to retail spaces, clinic/labs/office areas and below grade parking. The local power utility company will install and maintain transformers located in the transformer vault as previously described in section B.
- 2) The following distribution system is anticipated for the building:
 - The 480Y/277 volt, 3 phase, 4 wire, 60 hertz system will consist of two main switchboards rated at 4,000 amps, one main switchboard rated at 5,000 amps and one main switchboard (retail tenant meter center) rated at 600 amps. The RFP required a 9,400 Amp service at 277/480 volt, 3 phase, 4 wire. The current design is about 13,000 Amps.
 - b) This system will power mechanical equipment, plumbing equipment, fire protection equipment, elevators and building lighting. Each switchboard will incorporate the six disconnect arrangement and allow for future expansion. A Multifunction Digital Power/Energy/Demand Meter will be provided in three of the main switchboards. The Digital Meter will provide the following information:
 - i) Voltage (phase to phase; phase to neutral)
 - ii) Frequency
 - iii) Amps (phase to phase; phase to neutral)
 - iv) Total Harmonic Distortion (THD)
 - v) KW Demand

- vi) KVAR
- vii) KVAR/HR
- viii) Power Factor (PF)
- c) With the exception of the retail spaces, all other loads will be on the house utility meter.
- d) No other owner check metering will be provided.
- e) The 208Y/120 volts, 3 phase, 4 wire, 60 hertz system will consist of dry type transformers located in most of the electrical rooms throughout the building. This system will power receptacles, computer equipment, small equipment, etc.
- Each floor will have a minimum of one electrical room with a couple of floors requiring two. Each electrical room will be dedicated to electrical equipment only per the NEC with no mechanical, plumbing, architectural appurtenances or other equipment not specifically related to the electrical space shall be installed in the electrical spaces. The electrical rooms will be stacked from floor to floor to minimize riser impacts. Electrical rooms are sized for the initial electrical installation and allow for future addition of tenant improvement panels and transformer. No other tenant equipment can be located in these spaces.
- A Retail Tenant Meter Center will be located in the Main Electrical Room on Level P1. It will be rated at 600 amps at 480Y/277 volts with seven 200A meters and space for one more. Retail tenants will need to provide space for their own transformers and panelboards as needed. Conduit only will be provided to the ceiling space on Level S for future extension by the tenants.
- 5) No special electrical services such as 400Hz or "clean" power will be provided. All lighting shall be powered at 277 volts, except incandescent lighting shall be powered at 120 volts, wherever possible.
- 6) Provide convenience receptacles in each mechanical room, electrical room, storage room, telephone room, utility service entrance location and support areas. GFI receptacles will be provided near sinks, in exterior locations, and where required by the NEC.
- 7) Provide full size neutral conductors and busses throughout in all 4 wire systems. Switchboards and panelboard buses as well as the transformer windings will be aluminum.
- 8) Feeders and Branch Circuits:
 - a) Main feeders and branch circuits will be MC copper or aluminum cable wherever practical and allowed by the NEC.
 - b) A grounding conductor will be provided in feeders with sensitive loads only.
 - c) Branch circuiting for power and lighting in the garage will be based on using PVC coated MC Cable in the slabs.

9) Wiring will be routed in the slab for Level G and below to minimize surface conduits whenever and wherever practical and will be coordinated with the Structural Engineer. Conduit and cables will be surface mounted for all levels from Level 1 and above to allow for ease of identification of drilling through the concrete slabs.

10) Mechanical Equipment:

- a) Provide power and disconnects for all mechanical equipment. Each piece of equipment shall have a single point connection with one disconnect switch.
- b) Provide all standard FVNR starters for mechanical equipment except where equipment requires a VFD, two-speed starter or is a packaged unit and a starter is provided as part of the package such as fire pumps, duplex sewage pumps, duplex or triplex domestic water pumps or chiller starters. Control system and wiring shall be part of the Division 15 scope of work.
- c) Provide control system panels power.
- 11) Code required receptacles for mechanical and conveyance systems will be provided.
- 12) Mount all disconnects to structure and connect with flexible raceway.

E) LIGHTING:

- General: All lighting will meet Washington State Non-Residential Energy Code and Seattle supplements that apply. Light sources will be energy efficient metal halide and/or fluorescent lamps. The design will keep the number of different lamps required to a minimum. Lighting levels will be per IESNA standards. Refer to the lighting fixture schedule for fixture types and the drawings for the lighting layout.
 - a) Back of House Spaces Lighting shall consist primarily of fluorescent strip light fixtures.
 - b) Parking Garage and Ramps Lighting shall consist primarily of fluorescent strip light fixtures.
 - c) Stair Landings Wall mounted fluorescent light fixtures shall be provided on emergency circuits in accordance with the International Building Code with Seattle amendments for accessible means of egress.
 - d) Public Lobbies, Corridors and Spaces Lighting control to meet energy code.
 - e) Emergency Egress Lighting Will be provided throughout all public areas and parking garage as required and circuited to the emergency power system.

- 2) Lighting Control:
 - a) Programmable low voltage lighting control with daylight controls and centralized on-off master control will be provided in accordance with the Washington State Non-Residential Energy Code and Seattle supplements that apply. Control will be as follows:
 - i) Public Lobbies, Corridors and Spaces Low voltage relay controlled by time clock and daylighting controls.
 - ii) Back of House Spaces Occupancy sensors and local controls.
 - iii) Parking Garage Entries controlled for dual levels to compensate for daylight; all other parking garage lights are on 24/7 via a time clock.
 - iv) Outdoor Photocell and time clock control.
 - v) Exterior Signage Photocell and time clock control.

F) GROUNDING:

- 1) Provide all grounding per the NEC.
- 2) Provide ground ring electrode for the building. Provide exothermic connections for all below grade connections. Provide 3/4 inch diameter copper clad ground rods minimum 8'-0" in length. Connect grounding to concrete column rebar.
- 3) All LV/IDF rooms will have a separate ground bus tied together and extended to the building ground.

G) BUILDING TELECOMMUNICATIONS DISTRIBUTION:

- 1) Telecommunications General:
 - a) The Electrical Contractor shall provide the following raceway and pathway systems:
 - i) Cable tray and conduit sleeves from the MDF/PBX Room (demarc room) on Level G to the north end of the tunnel to the IEB project will be provided for telecommunications cabling infrastructure connected to the IEB project and existing Hospital.
 - ii) (10) 4" riser raceways from the main point of entry (MPOE) in the MDF/PBX Room (demarc room) on Level G to the first LV/IDF Room on Level 2 via the IDF Room on Level S.
 - iii) (10) 4" riser sleeves in each LV/IDF Room floor starting from Level 3 through Level 8. (6) 4" riser sleeves in each LV/IDF Room floor starting from Level 9 through Level 14. A floor opening provided between floors in lieu of sleeves is preferred.
 - iv) (1) 2" riser raceway from the main point of entry (MPOE) in the MDF/PBX Room (demarc room) on Level G to the ceiling space of each of the (7) retail tenants on Level S.
 - b) The Telecommunications Contractor's work is part of the Tenant Improvement scope of work.

- 2) Main Point of Entry (MPOE):
 - a) The MPOE shall be in the MDF/PBX Room (demarc room) located on Level G.
 - i) Emergency Optional Standby power will be provided as required to equipment.
 - ii) Telephone MPOE backboard will be provided by the General Contractor, which shall consist of the walls within the main telephone room being lined with ¾ inch fireproof "AC" plywood from 3 inches above the finished floor.
 - iii) Additional space for alternate providers has not been provided.
- 3) LV/IDF Rooms (Telecommunications Infrastructure):
 - a) LV/IDF Rooms shall be located on each floor, stacked vertically above each other, starting from Level 2 through Level 14. Rooms shall be located so that maximum cable length does not exceed 295ft from terminal to terminal. These rooms shall not be accessible to the public.
 - b) Emergency Optional Standby power will be provided as required to equipment.
 - c) Telephone terminal backboard will be provided by the General Contractor, which shall consist of the room being lined with ¾ inch fireproof "AC" plywood from 3 inches above the finished floor.
- 4) Telecommunications Grounding:
 - a) Provide a telecommunications grounding system at the MDF/PBX Room and LV/IDF Rooms. Provide a separate copper conductor in conduit bonded to wall mounted copper bus bars in the MDF/PBX Room and LV/IDF Rooms. Bond conductors to the building's main electrical ground, and to the cold water risers and sanitary drains at each floor.
- H) CABLE PLANT:

The system will be designed and installed by the tenant improvement's Telecommunications Contractor.

- I) FIRE DETECTION, ALARM AND COMMUNICATION SYSTEM:
 - The system will be a stand alone microprocessor based addressable class B system for a high rise building that will monitor all fire alarm devices and provide visual and audible annunciation that will comply with FDI Standards and as required by code and the local jurisdiction. The system will be connected to the NJB fire alarm control panel (FACP) in the NJB fire command center (FCC) and designed to meet the governing accessibility requirements, ADA requirements and shall be UL listed for ADA compliance. The fire alarm system will be connected by a data loop to inter-tie the NJB project, IEB project and existing Hospital FCC's. We are assuming that a pathway will be provided to run the fire alarm cable to the IEB project FCC.
 - 2) Features will include:

- a) Addressable devices with each having its own digital address.
- b) Geographic zoning by floor and wing with separate annunciation for smoke detectors, manual pull stations and water flow devices.
- c) LED lights for modules for remote contacts.
- d) Power supplies will be contained within the fire alarm panel.
- e) Higher speaker density with lower volume for each.
- f) Strobes in public spaces only.
- g) Speaker volume bypass access numbers for telephone operators and security paging.
- h) Fire Command Center inter-tied with IEB project and existing Hospital Fire Command Centers.

J) SECURITY MANAGEMENT SYSTEMS:

- Card Access Control System:
 - a) The head-end equipment will be located in the LV Room on Level S.
 - b) The system will be inter-tied with the systems in the IEB project and the existing Hospital.
 - c) The core and shell electrical budget includes card readers in the following locations at this time:
 - i) Each elevator.
 - ii) Egress stairs Rough-in only.
 - iii) One (1) exterior pedestrian door and two (2) interior doors at lobby level.
 - iv) Garage and loading dock entries.
- 2) CCTV Camera System:
 - a) The head-end equipment will be located in the LV Room on Level S.
 - b) The electrical contractor shall provide the raceway from the NJB project to the East Hospital Center Wing 8th Floor monitoring station.
 - c) The core and shell electrical budget includes (7) CCTV cameras in the following locations at this time:
 - i) Exterior perimeter.
 - ii) Interior lobbies.
 - iii) Loading dock.

K) HOSPITAL TV SYSTEM:

- 1) Hospital TV Services General:
 - a) The Electrical Contractor shall provide the following raceway systems:
 - i) (3) 2" riser sleeves from the LV Room on Level S to the MDF/PBX Room on Level G for future extension to the IEB project and existing Hospital systems during the tenant improvement phase.
 - ii) (3) 2" riser raceways from the LV Room on Level S to the first LV/IDF Room on Level 2.
 - iii) (3) 2" riser sleeves in each LV/IDF Room floor starting from Level 3 through Level 8. (2) 2" riser sleeves in each LV/IDF Room floor starting from Level 9 through Level 14. A floor opening provided between floors in lieu of sleeves is preferred.

iv) Cabling to be provided during the tenant improvement phase.

L) PARKING EQUIPMENT:

- 1) Parking equipment system shall be provided, coordinated and installed by others.
- 2) The Electrical Contractor shall only provide the power connection, control raceway, security raceway and telecommunications raceway from the parking equipment system devices to a location to be determined at a later date. The electrical budget includes the following at this time:
 - a) Parking equipment system device locations at the car entrance to the parking garage.
 - b) Parking equipment system device locations at the car exit to the parking garage.
 - c) Card key entry system and interface with parking equipment.
- M) PARKING PANIC ALARM SYSTEM (ALTERNATE BID): Not included, please add \$274,000 for this work.
- N) NURSE CALL:
 Tenant Improvement scope of work.
- O) CLINIC ROOM STATUS SYSTEM: Tenant Improvement scope of work.
- P) AUDIO-VIDEO SYSTEM: Tenant Improvement scope of work.
- Q) CRITICAL ALARM SYSTEM: Tenant Improvement scope of work.
- R) RADIO PAGING SYSTEM: Tenant Improvement scope of work.
- S) ENGINEERING RADIO 800MHz SYSTEM: Tenant Improvement scope of work.
- T) IN-HOUSE PAGER SYSTEM: Tenant Improvement scope of work.
- U) METROCALL PAGER SYSTEM: Tenant Improvement scope of work.
- V) PNEUMATIC TUBE SYSTEM: Tenant Improvement scope of work.

1.01 GENERAL PROVISIONS

GENERAL SHELL AND CORE:

- A) Project Design: Provide complete electrical design, including (where applicable):
 - 1) Power and Lighting device layout and circuiting.
 - 2) Mechanical device coordination and circuiting.
 - 3) Complete load calculations.
 - 4) Fault current calculations.
 - 5) Energy Calculations.
- B) CODES: Comply with:
 - 1) City of Seattle Electrical Code Supplement.
 - 2) Seattle Energy Code.
 - 3) National Electrical Code, latest edition.
 - 4) The City of Seattle Plan Review Requirements.
 - 5) NFPA 110-Standard for emergency and standby power systems.
- C) PERMITS: The Electrical Contractor shall obtain and pay for permits.

END SECTION 16000

Wright Runstad and Company Ninth and Jefferson Building

Bright Line Scope Matrix HVAC/PLUMBING

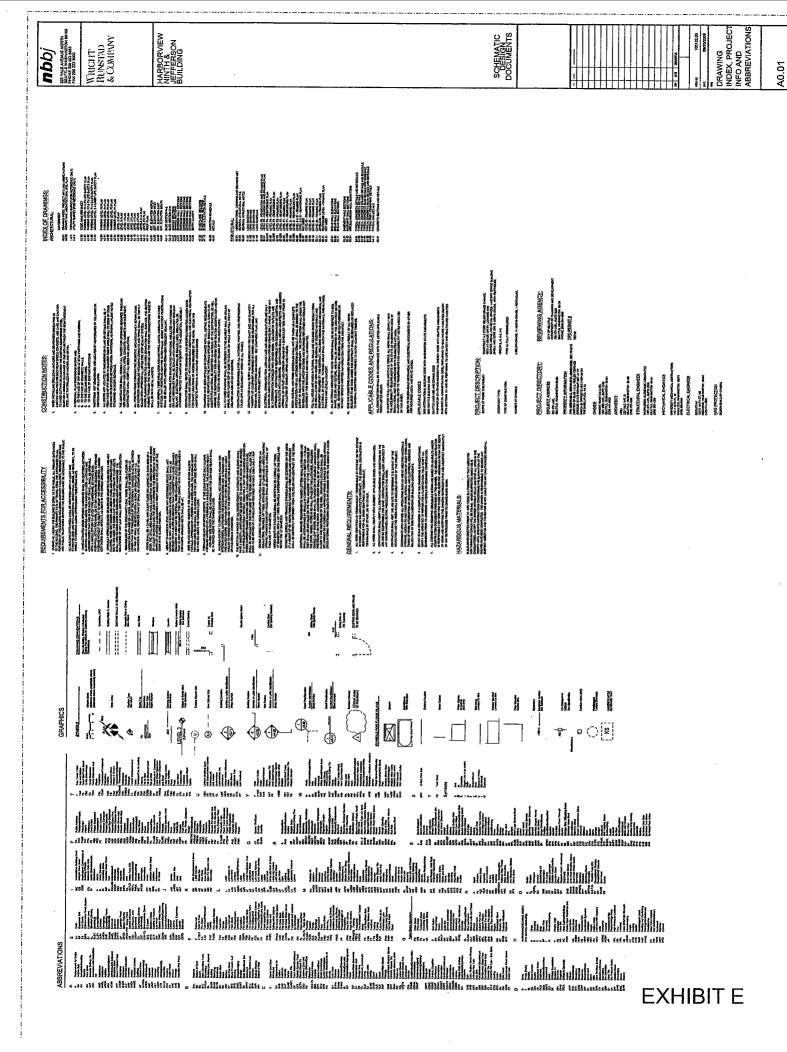
Environ Ganation Flui Fil Environ Ganation Maffers 4 Maf	Auxillary Geoling Loop	Garage Ventration Fume Exhaust Biosafety Hood Exhaust	Condenser Water Supply Air Exhaust Air	Heibro Waler Seam	Building Compressed Air (100psi)	Controls for Medical Gas	Medical Gas Certification	Lab Vacuum	Lab Ai:	Madical Vac	Medical Air	Nitrous (NZO)	Nilogen	02	Medical Gases	Storm Drainage	Lab Hot Water	Domestic Hot Water	ibasiga Elamani Plumbina Svatems
Provided & finalised by ad NJS Provided by del NJS				30			· ·				7								Ord NJB Scope
10 to	jūng lo Stee sout of Kries, Test plane o termination point. Plant equipment & piping through IEB to utilidor to connection point.	services not shared earvices not shared	services not shared services not shared services not shared	Piping to 5-feet south of W fine. Test piping to termination point. Provide high pressure termination point. Provide high pressure condensate return piping to 5-feet south of W line.	Piping to South dooway near "L" line. Compressed air NOT certified	Provided by IEB to 8th floor Safety Command Center East Hospital	IEB Team to cartify the systems/piping in the IEB building and participate in final connection. IEB/NJB teams will collaborate for final certification of the new systems serving IEB.	services not shared	Piping to South doorway hear "L' fine, Lutb air, system NOT certified.	Piping to South doolway near "L' tipe. Centify piping to termination point.	Piping to South dooway near "L'line. Certify piping to termination point."	Piping to South George), near "Lifes. Certify piping to termination point.	Piping to South doowing near "L'line. Certify piping to termination peint.	Piping to South doorway near It line. Certify piping to termination soint.		services not shared	services not shared	Piping to 5-feet south of 1% line services not shared	UW Capital Projecta IEB 3cops
Training of VI (18 10) Traini	Connect to pipe Geet seath of IV [ine and catend availary cooling top in the All and catend availary cooling top in the All and the Auditory Cooling top a hall support to availary Cooling top a hall support to according heeds of present in U.B. preceded to serve IEB (crampler, Medicai Air/Van Boom)	A STATE OF THE STA		Provide 6' (Oppi) becaup steam into its Steat section of the interest system to point of something. The interest section was final connection.	Painway for building at the to IES 8, polinway for comprision as intake as discretion of being 187	An Pathway for control winting to IEB		Pathway for medical vacuum supply line to IEB 8 pathway for vacuum pump discharge 81 couldby of pathway for vacuum blog	Pathway for medical air supply line to IEB 6. pathway for compressor at intel® at extents of pathway for compressor at intel® at extents of being.	Political for mode al decream expert line to IED 4. Political for recount pump decreage of control of pump decreage of control pump.	Pathway for medical air suppel ling to IES 4. pathway to compressor air injust of country of the line	Provide make-up in & Australia de for offender com with Genecy path to deserbed, Pentjeuny for influent auroph, the lost Eds. Spetimeny for insuration finds to to make of slots.	Provide makerup air & stateard at for printer room with direct pain to exention Peatway for retrogen supply fire to IEEE & painway for two manifold a painting to exenter of both.	Provide make up air & danised at its offstats from with of eac pain to consort. Pathway for O2 supply life to IEB & internet for two manifold relate to amend at body.	A SOUTH TO STAND STANDS STANDS OF THE STANDS	Safety and the safety	A Maria	Connect 6: CW leist downstream of motel 8: RPBP to 5-feet south 6/-/K free	Stry to see a second to the second se
			A STATE OF THE PARTY OF THE PAR		Plant equipment & 'phing through's the entrance at South doorway's the Compressed air is not	Connect to junction bot @ Litine Master admin page in N.B. A.B. plant reports to sun Ploor Safety Command Center, East Hospital 1979.		Peart equipment & piping through NJB	Plant equipment & piping through NJB to Unidor entrance at South doowny near 1. She Lab felr existent NOT certified.	Part gedornert & paing trindph (UB to biblio) In the part of the part	Part experient & pring through AIB to utidot enteres at Sound don/vay nee! Line.Certify plant equipment and piping to connection point. Make final connection.		Their equipment is picting strongs: v.B. is full enterprise at Sputh decorations: \(\tilde{L}\) in a Cart plant eligible ment and plaint to connect plant eligible ment and plaint to connection \(\tilde{L}\). Spoint: Make first connection \(\tilde{L}\).	ord Plant equipment & points through KLB outlides by Settlerschaft South downly near CLinc Certify in plant equipment and biging to connection the plant equipment and biging to connection when plant Medic final commercion when plant Medic final commercion	A CALL STATE OF THE STATE OF TH			A Charles and the Charles and	delik Runatund & Company - NJB Basee to support IEB 14 10 Tempi Stope to support IEB 14 10 Tempi Stope to support IEB 15 15 15 15 15 15 15 15 15 15 15 15 15 1
			A CONTRACTOR OF THE STATE OF TH							. 5	5.7	95			en e				No. 1995 Company of the Company of t
	*		A Committee of the Comm	A STATE OF THE COLUMN TO THE C	*				1				Pin	***************************************	The first construction of the first management of the first management of the first feature of the feature of the first feature of the first feature of the feature of the first feature of the feature of the feature of t				immediale Occupancy Shandards Apply Shandards Sapply Shan
	Coffman to research how much cooling is available.			6° sleamline for shared redundancy.	Primary service to IEB from NJB, no beckup. Serves fire sprinkler dry system, pneumatic controls, atc.				Primary service to IEB from NJB, no beckup	Primary service to liE8 from NJB, backup from Hospital	Primary service to let from NJB, backup from Hospital	Primary service to IEB from NJB, backup from Hospital	Primary service to liEB from NJB, backup from Hospital	Primery service to leB from NJB. from NJB.				6° for shared redundancy	Comments

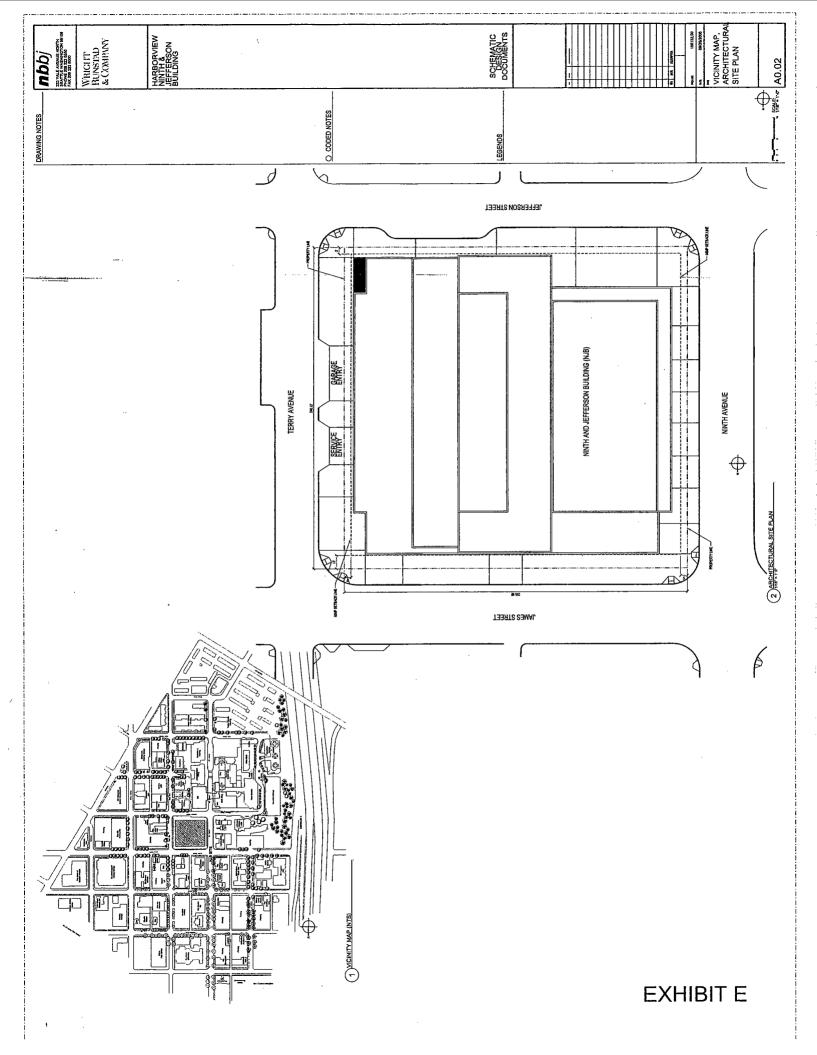
ELECTRICAL

医神经神经 医多色性 计多数 医二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十	Cid (will accepted	(See Scoto	NJB Site#Core Scope to support IEB	MIB Turiant Scope to support IEB	NJB Scope	Standards Apply	
Emergency Generator Plant IEB Emergency Generators	3(ea) Furnished old NJB						resting, commissioning, warranty included
						, and the second	in purchase. Both NJB & IEB etoctrical contractors involved in the testing and commissioning.
NJB Emergency Generator					had inst		Testing, commissioning, warranty included in purchase. The NJB electrical contractor involved in the testing and commissioning. The IEB electrical
-						X	contractor may be involved depending on Installation completion of this generator. IEB electrical contractor paid by NJB project if required.
Finalize design of emergency generator load calculations.	Sparling to finalize design of load calcs for IEB and new NJB (pd by NJB)		Sequivah to quality revised loads for ALIB				
NJB Errergency Generator Distribution Switchboard	Furnished by old NJB		Installed and connected by NIB FNJB (· · · · · · · · · · · · · · · · · · ·		X	Testing, commissioning, warranty included in purchase. Both NJB & IEB electrical
			support NJB revised loads				commissioning,
IEB Emergency Power Busways		Purplished Installed, connected by IEB	- 15			***	
IEB Emergency Power Conduits and Conductors		Design of extension by Sparling (pd by NJB) Furnished Installed, connected by IEB				X	
IEB Emergency Control Conduits and Conductors		Design of extension by Sperling (pd by NJB) Furnished Installed, connected by IEB	GEN uphout striol eleuphood of BrN:			X	
Power to Medical Gas Pump Room equipment from the NJB			Furnished, installed and connected by NJB			XXXX	
Lighting and lighting control in troop powered from the NJB			Furnished, installed and connected by NJB			X	
General convenience power devices in room powered from the N1D stocking distribution			Furnished, installed and connected by NJB				-
Telecommunications devices in room.			Furnished (installed and connected by NJB:		100 A		
Fire alarm system devices in room connected to the NJB main fire alarm system canel.			C Fundshed (Installed and counterled by NJB)	A TANKE SA			
Power to remote med gas alarm panel in fire control room		Furnished by division 15 IEB installed.					
Fire Alarm System Connection between the NJB and IEB		The Design of the Control of the Con					-
Necessary equipment in the IEB project fire atarm control panel (FACP) so that NJB project fire starm system can convect to it		Furnished & installed by IEB			Connected by NJB		
Necessary equipment in the Hospital Center Wing fire starm control panel (FACP) so that NIB protect fire starm system				Furn	Furnished in Ställed & connected by /NJB		
Convect the NJB project fire alarm system to the IEB project		2" conduit per current design, umished & hotalled by IE8		Cab	Cabling himshed installed and connected by NJB		
Connect the NJB project fire alarm system to the Hospital Center Wing main fire sterm system paper		Conduit per current design, furnished & Installed by IEB		Cab	Cabiling turnished installed and connected by NJB Cabiling Connected by NJB Cabiling Connected by Cabiling Con		
Provide a second NJB project fire plarm system envanciator in the Safety Command Cantar ·				SPIN	Furnished installed and connected by N.B. Include conduit and willing from Generator to 8th floor East Hospital Security		
Hospital, Also provide the connection between the NJB fire sterm system and second NJB rotes for sterm system and second NJB project fire sterm system.				0.292	Command Center Room #8EH-74		
Telecommunications System Connection between the NJB and						4	
Telecommunications cable between the IEB project MDF Room and the N.IR project MDF		Furnished Installed Connected by IEB. Pending outcome of Telecommunications	NJB to coordinate route through NJB.				

	CONTRACTOR AND		37			
	PART OF THE PARTY	THE PROPERTY OF THE PROPERTY O		(こうないのうない) いっぱいこうかい 大田 ないいないはないない		
	K. S.	18 日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日				
	SANDER THE SECOND STREET STREET, SANDERS STREET STREET, SANDERS STREET, SANDER	THE PROPERTY OF THE PROPERTY O		このでは、		
	Character and the control of the con	The state of the s	S. S	大きなない 大きななでして 人生の経済ない		
	がいる。 では、 では、 では、 には、 には、 には、 には、 には、 には、 には、 に	大きのでは、これのできたというないとのないできたから	一年 の一日	はいかがらいかに かんかり こうなのなる はいはいないかん かいけいのは		
and up to the 14th floor. CATV cabling to be provided by the CATV utility company.						
distribution pathways (raceways & sieeves) into and through the building		· · · · · · · · · · · · · · · · · · ·				backbone system on level G.
TBD. Provide CATV service &		- 一、これのできないできることできるできる				Entertainment TV coaxial
two floors of T.I., spaces in pedestal						connect to the IEB Hospital
pathway (raceways & sieeves) only through the 14th floor. Provide		BUN BUN A				coaxial backbone cable from the NJB project level G LV Room to the south end of the
Provide Hospital Entertainment TV		Furnished, installed and connected by	の 日本の 日本の 日本の 日本の 日本の 日本の 日本の 日本の 日本の 日本	THE THE STATE OF T		Hospital Enlertainment TV
						coardal backbone cable from the IEB project system to the south end of the turnel in the
	議論 を整理を指摘したけんだった。			STATE STATE OF STATE	Furnished, installed & connected by IEB	Hospital Entertainment TV
						Coaxial System Backbone Connection between the NJB and JER Projects
		B CONTROL OF THE PARTY OF THE P	こうかん とうしゅう コンプログラー 大人の こうしゅう	このかが、大きからないのでは、これで大きな、大きもののなどのながない。 からな		Hospital Entertainment TV
		() Furnished, installed and connected by NIB 3. Pending outcome of security meeting				(2) 300 pair CAT 3 UTP cables from the NJB project levet G LV Room to the IEB project Main Security Room or level 1
which conflict with NJB						security system can connect to
Might not be enough capacity because equipment may be sized per IEB drawings	eq ,		Sec.		Furnished and installed by IEB, Pending outcome of Security meeting	Necessary equipment in the IEB project Main Security Room on
						Security System Backbone Connection between the NJB and IEB Projects
		inirasquejuje System.				
		loor for futura Johnson Controls Wireless				project and connect to IEB project shielded riser cable.
	1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Delete IRS. Add Firefighter phone jacks to the fire alarm system as required Add				us cable from the KLB project level G LV Room to the south end of the funnel in the IEB
EB has changed system there is no longer e system for NJB to connect to					Furnished installed Connected by IEB. Proviously deleted by Change order.	of the tunnel in the IEB project and the IEB project system.
						Inside Re-Radialing System (IRS) Connection between the NJB and IEB Projects
		Furnished instance and connected of way				between the north end of the tunnel (gridline 'K') and the NJB project MDF Room.
Commenta		NJB Scope	NJB Tertent Scope to support IFB	NJB SIGHCom Scope to support IEU	cope EB Scope	Draitin Element Drai NJB Sco
Section of the second section of the second section of the second section sect			in Name of Company - Not coope to sup-			

Harborview Ninth and Sefferson Building





HARBORVIEW NINTH AND JEFFERSON BUILDING CODE REFERENCE INFORMATION

I. APPLICABLE CODES

A. ACCESSIBILITY CODE 2003 Seattle Building Code - Chapter 11

B. <u>BOILER CODE</u> Seattle Baller and Pressure Vessal Cade

G. <u>BUILDING CODE</u> 2003 SEATTLE BUILDING CODE

2003 Seattle Building Code (Ch. 30)

D. <u>ELECTRICAL CODES</u> 2002 Seattle Electrical Code Supplem 2002 National Electrical Code

E. ENERGY CODES 2003 Washington State Energy Code (WSEC) 2003 Seaths Supplement to WSEC

lional Fite Code (2003 Sasttle Fire Code). F. FIRE CODE.
Settle File Code is comprised of ;
2003 international File Code
2003 Seattle Supplements to the 2003 inte

G. LAND USE CODE City of Seattle Title 23

N. MECHANICAL CODE
2003 International Merbanical Code with Washington Amendm
2004 Seattle Amendments to INC.
2004 Seattle Amendments to INC.
2005 Internstitent Text Case Code
2005 Universitent Text Case Code
2005 Uniform Pumbing Code with Washington Amendments

II. FLOOR AREA (gross)

Floor Levels	<u>e</u>	Occupancy/ Ose	A 500	Location
avel 15	L	Mach (NOT PART O	OF PERMITENATed	Elevated
evel 14		Office (NOT PART OF PERMITERVated	F PERMIT	Elevated
eve 13		Office (NOT PART OF PERMITEINATED	PERMIT	Elevated
-evel 12	L	Office (NOT PART OF PERMITEINATED	F PERMIT	Elevated
evel 11	Ĺ	Office (NOT PART OF PERMITEING	F PERM	Elevated
evel 10		Office (NOT PART OF PERMITERVATED	F PERMIT	Elevated
evel 9	L	Office (NOT PART OF PERMITEIEVated	F PERMIT	Elevated
evel 8	L	Office (NOT PART OF PERMITERVATED	F PERMIT	Elevated
Level 7		Office (NOT PART OF PERMITEINATED	F PERMIT	Elevated
evel 6	L	Office (NOT PART OF PERMITEINATED	F PERMIT	Elevated
Level 5	L	Office (NOT PART OF PERMITEINATED	F PERMI	Elevated
Level 4		Office (NOT PART OF PERMITERVATED	F PERMIT	Elevated
Level 3	L	Office (NOT PART OF PERMITElevated	F PERMIT	Elevated
evel 2		Office (NOT PART OF PERMITENAITED	F PERMI	Elevated
Level 1 and Level 5	B. M.	Retail/Office/Parking 35,360	35,360	At Grade
	5.3	/ oading		
Level G	2-5		12,000	Balow Grade
Parking P1	2-5	Garage, Parking	60,000	Below Grade
Parking P2	S-2	Garage, Parking	60.000	Below Grade
Parking P3	S-2	Garage, Parking	000.09	Below Grade
Parking P4	5.2	Garage, Parking	000'09	Balow Grade
Parkino PS	6.5	Garage Parking	71 425	Balow Grade

Total Area Total Area Above Grade III. OCCUPANCY & GROUP

A. TYPES INCLUDED

Group B (Bushass) Occupancy -Office (Section 104) Group M (Mercantle) Occupancy -Relait (Section 209) Group 5:2 (Stotage) Occupancy - Enclosed Parking Gange (Section 311)

B. REQUIRED SEPARATION OF MIXED OCCUPANCIES (Table 302.3.2 exception 1)

Group B to Group M: N (No requirements for fire resistance) Group B to Group S.2: 1 hour fire resistance Group M to Group S.2: 1 hour fire resistance

IV. TYPE OF CONSTRUCTION

Type I-A Fully Sprinkled (Section 602)

A. TYPE 1A (FULLY SPRINKLED) REQUIREMENTS FOR BUILDING ELEMENTS

FIRE RESISTIVE REQUIREMENTS (TABLE 601)	
Building Element	Construction
1. Bearing Walls -Exterior	3 hrs (see table 602)
2. Bearing Walls -Interior	3 hrs.
3. Nonbearing Walls -Exterior	Table 602
4. Stuctural Frame	3 hrs.
5, Shaft Enclosures	2 hrs.
6. Floors & Floor-celings	2 hrs.
7. Roofs & Roof.ceillnes	1 10 hrs

NOTES: NOTES! SEE PARTITION TYPES SCHEDULE (A9.00) FOR CONSTRUCTION ASSEMBLY RATING.

NOTE #2. SEE DOOR TYPES SCHEDULE (A9.10) FOR CONSTRUCTION ASSEMBLY RATING.

GENERAL BUILDING LIMITATIONS

A. LOCATION ON PROPERTY (Section 503)

ZZZ YALE AVENUE HORTH SEATTLE WASHINGTON R8109 PHOME ZNS ZZD 6436 PAX 206 ZZD 54000

iqqu

WRICHT RUNSTAD & COMPANY

EXTERIOR WALL & OPENING PROTECTION BASED ON LOCATION - SEE TABLE 602 Fire separation distance greater than 30 feet on all sides - no requiements for fee-restance rating for extal to

B. SBC ALLOWABLE BUILDING HEIGHT & FLOOR AREA (1804e 503)

BASIC ALLOWABLE BUILDING HEIGHT & PLOOR AREA (TABLE 503)
Use Groups
1. Page Height
18.M. 5-2
1-F.R. Unlimind Stories
Untimined Stories

VI. MEANS OF EGRESS

A. EGRESS REQUIREMENTS

HARBORVIEW NINTH & JEFFERSON BUILDING

MINIMUM EGRESS REQUIREMENTS (TABLE 1014.1)	ENTS (TABLE 1014.1	
Use	Min. 2 egress	Occup, Load
	where max, # of	Factor
	occupants Is	
B (Office)	150	130 /So. Ft.
M (Retail -ground floor)	50	30/ Sa. FI
S-2 (Parking, Storage)	30	200/ Sa. Ft
EGRESS WIDTH PER PERSON SERVED (TABLE 1005,1	SERVED (TABLE 100	19:10
Use	Stairways	Other Egress
H-1,H-2,H-3,H-7	0.3 Inch/person	0.2 Inch/person
All other except I-283	0.2 Inch/oerson	0.15 inchinerson

NOTES: NOTE#1. STAIR WIDTH SHALL GENERALLY NOT BE LESS THAN 44" (1009.1)

NOTE #2. STAIRWAYS SERVING OCCUPANT LOAD LESS THAN 50 SHALL NOT BE LESS THAN 35" WIDE (1009.1 exception 1)

NOTE #3. HANDRAILS MAY PROJECT INTO REGURED WIDTH UP TO 4 1/2" FROM EACH SIDE OF STAIRWAY (1009.11.7)

NOTE #4. REQUIRED EXIT DOORS SHALL BE NOT LESS THAN 32" WIDE (1008.1.1)

NOTE #6. SEPARATION OF EXITS WHERE 2 OR MORE RECUIRED. SHALL BE PLACED A DISTANCE APART CECULAL TO NOT LESS THAY ONE THAT DOF THE LEWITH OF THE MAXIMAM OVERALL DIAGONAL DIAGONAL DIAGNOST OF THE ARXIMAM OVERAL DIAGONAL DIAGONAL DIAGNOST OF THE ARXIMAM TINE BETWEEN THE CENTER OF EXIT DOORS ONE YET ACCESS DOORWAYS, (1014.2). EXCEPTION 3

B. OCCUPANT LOAD (1003.2.2)

						100	5		5
			Lead	Occup		Stairs/	EX	Ĭ	ă
			Area			Exits	Stalr/	Width	ğ
							Exit	.44.	
			,	-				Ē	
Level 1									l
	eg.	Phannacy	3,839	8	8	r	15	۳	ľ
	8	Lobby	3,905	130	3	٦	19	٢	ľ
Level S					Ī		Ī		Ί
Retail SNJ-S36 M	ž	Retali	93	R	3	2	16	6	ľ
Retail SNJ-535 M	W	Retail	1,438	8	8	-	9	02	Ţ
Retail SNJ-S34 M	M	Retail	2,255	S	76	2	38	•	ľ
Retail SNJ-S33 M	M	Retali	2027	33	89	2	ž	r	1
Rerail SNLS32 M	¥	Retail	830	8	38	2	12	٦	Γ
Retail SNJ-2755	W	Retail	2,755	33	92	~	8	6	ľ
Parking/Loading	5.2	Parking/Loading	3,600	8	18	2	9	ľ	ľ
evel G	\$-2	Storage, Mechanical	10,012	8	2	2	12	٦	ľ
Parking P1						Ī	Ī		ï
		Garage, Perking	50,929	200	255	٦	128	56	12
assory Storage	3-5	Slorage, Mechanical	4,967	ğ	17	2	•	٦	ľ
Parking P2					Γ		Ī		1
	5.2	Gerage, Parking	62,050	500	261	٦	133	26	2
Accessory Storage S-2		Storage, Mechanical	1,925	8	_	2	4	-	
Parking P3	П		Ī		Γ	T	T	T	1
		Garage, Parking	52.577	8	263	2	132	25	8
Accessory Storage	S-2	Storage, Mechanical	6,380	g	18	7	•	^	ľ
Parking P4	Γ.			ľ	Ī		Ī	Ī	
	2-5	Garage, Parking	57,385	8	287	2	4	82	P
Accessory Storage S-2	П	Storage, Mechanical	2,621	å	6	٢	5	-	ľ
Parking P5			Γ		Γ	Ī	Ī	Ī	
		Garage, Parking	30,478	500	ŝ	7	11	15	2
Accessory Storage S-2		Storage, Mechanical	913	300	3	2	2	٥	°

SCHEMATIC DOCUMENTS

C. EXIT WIDTHS A. STAIRWAYS (1003.3)

STARWAY CONSTRUCTION
NOTE 1: STARWAY SHALLE BUILT OF MATERIALS CONSISTENT WITH THE TYPES PERMITTED FOR
THE TYPE OF CONSTRUCTION OF THE BLUDING. EXCEPT THAT WOOD HANDRAILS SHALL BE PERMITTE
FOR ALL TYPES OF CONSTRUCTION (1099.5)

NOTE FZ. INTERIOR EXIT STARWAYS AND INTERIOR RAMPS SHALL BE ENCLOSED WITH FIRE BARRIERS. EXIT ENCLOSHEES SHALL HAVE A FIRE-RESISTANCE RATING OF NOT LESS THAN 3 HOURS WHERE COMMENTEM MORE THAN FOUR STORIES AND NOT LESS THAN 1 HOUR WIFERE COMMECTIONG FOUR AND FEWER STORIES. (1014).

CODE ANALYSIS

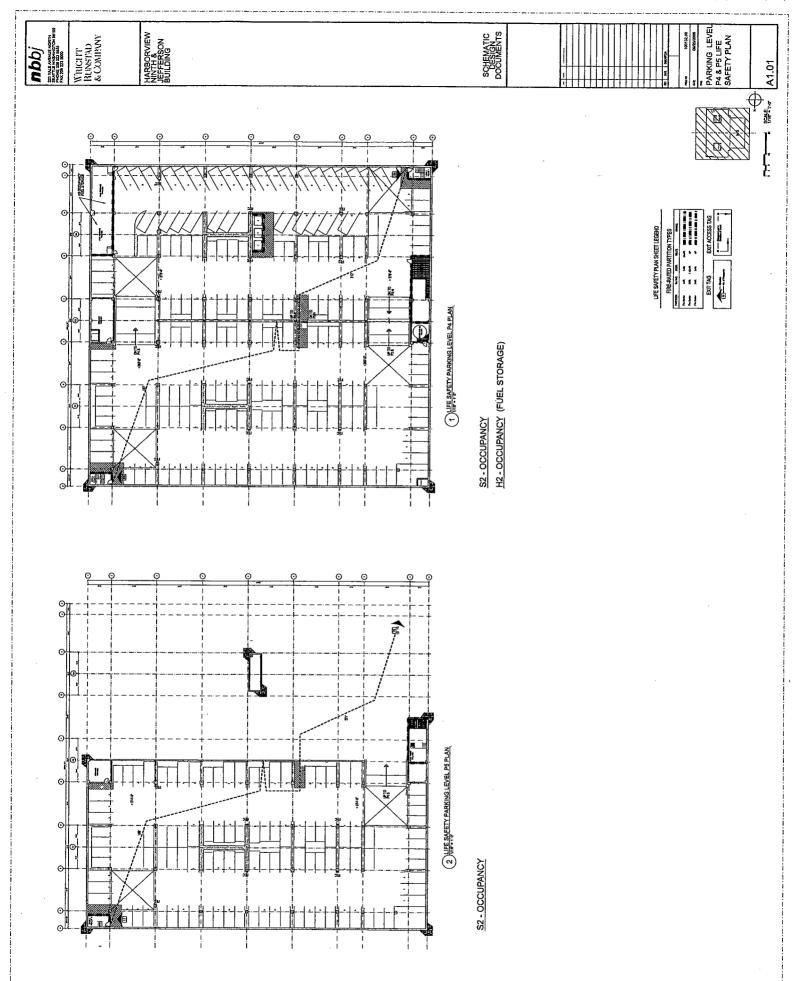
VII. FIRE PROTECTION SYSTEMS

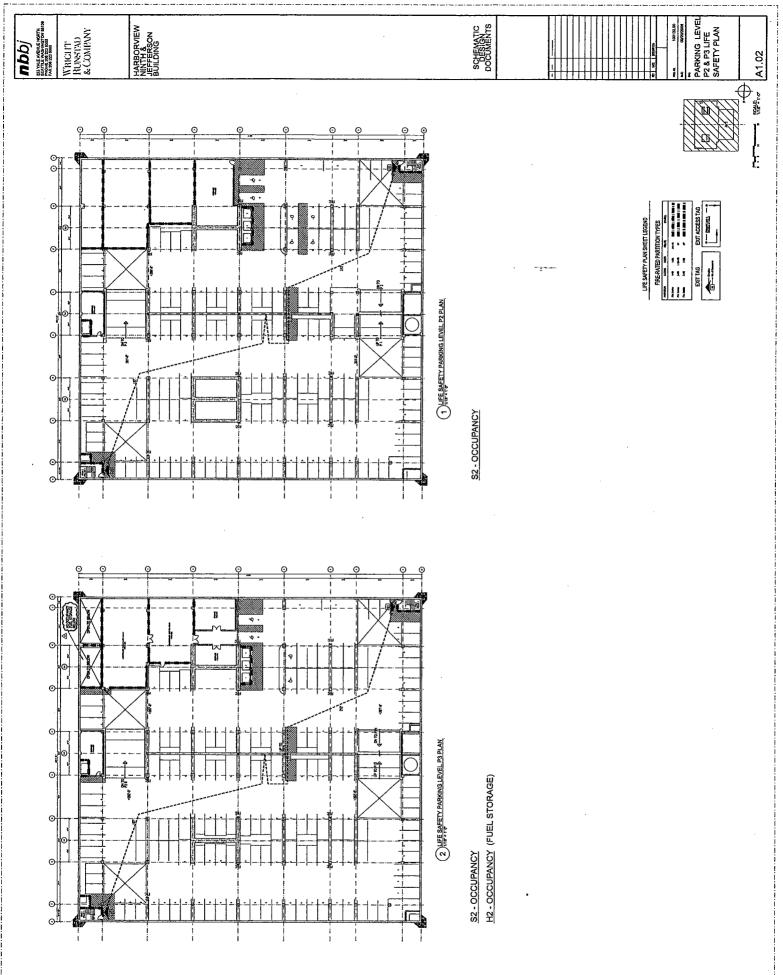
A, FIRE-EXTINGUISHING SYSTEMS (SECTION 903)

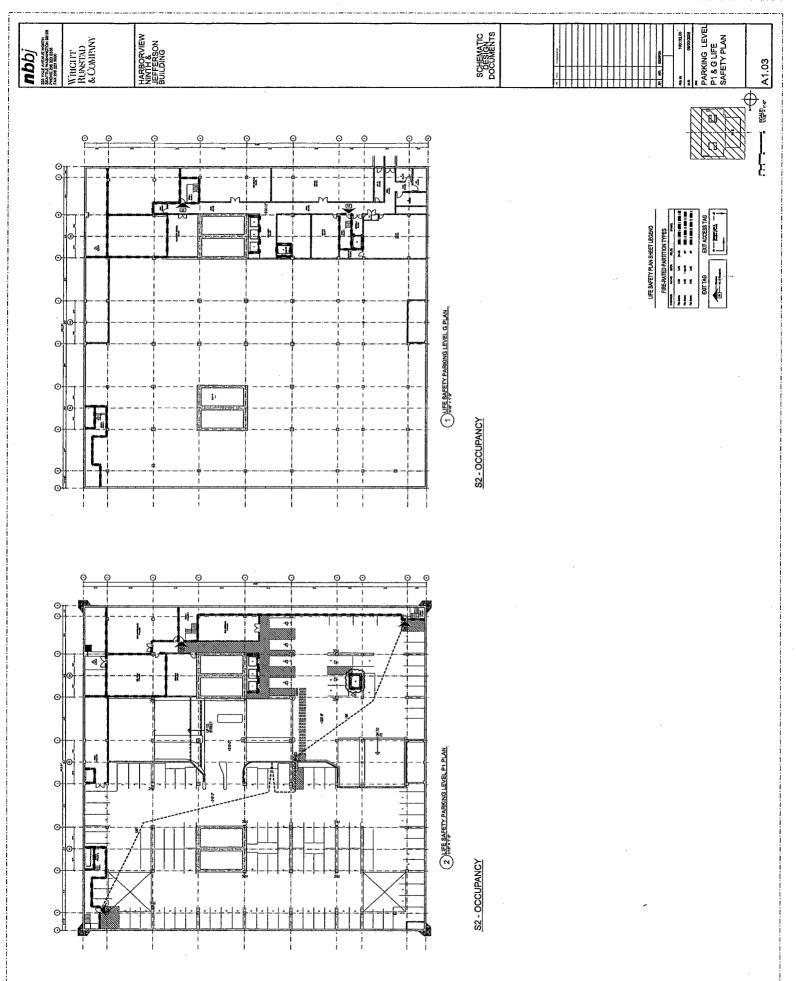
1. AUTOMATIC FIRE-EXTINGUISMING SYSTEMS (903)
AN AUTOMATIC SPRINKLER SYSTEM WILL BE INSTALLED ON ALL FLOORS.

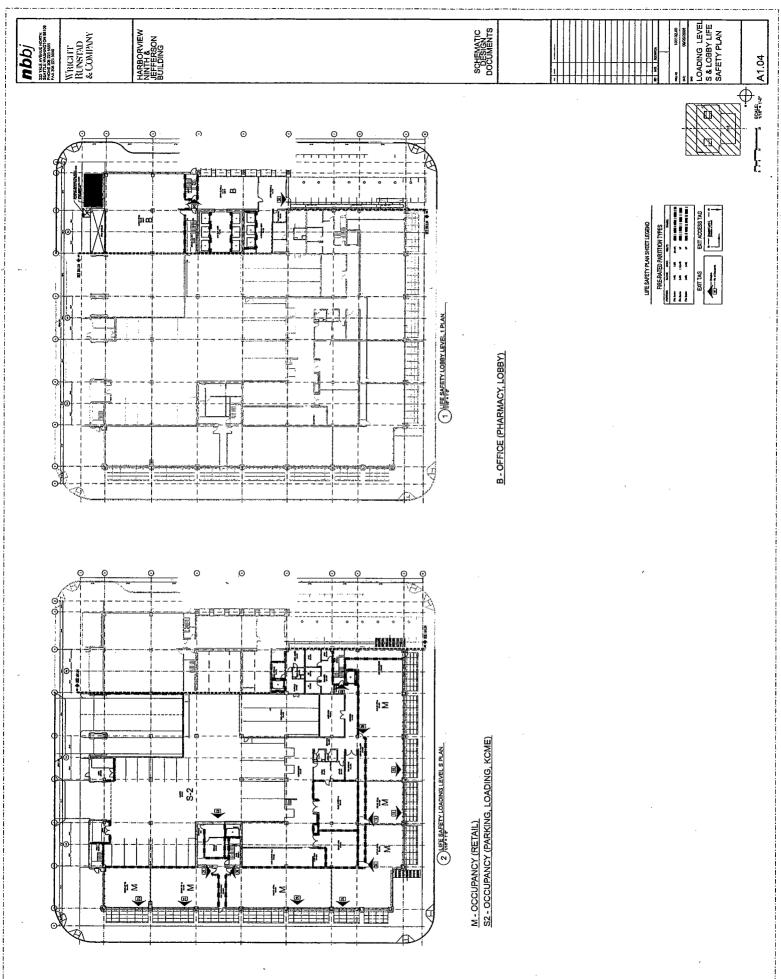
A1.00

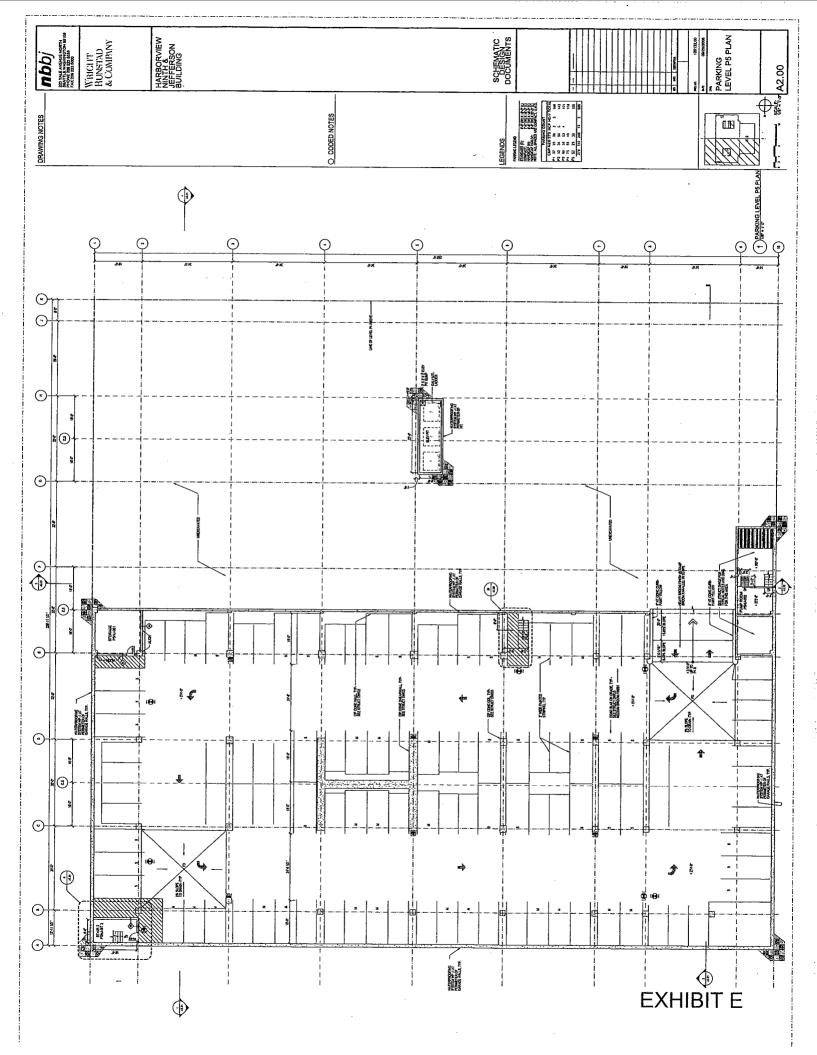
2. STANDPIPES (905)

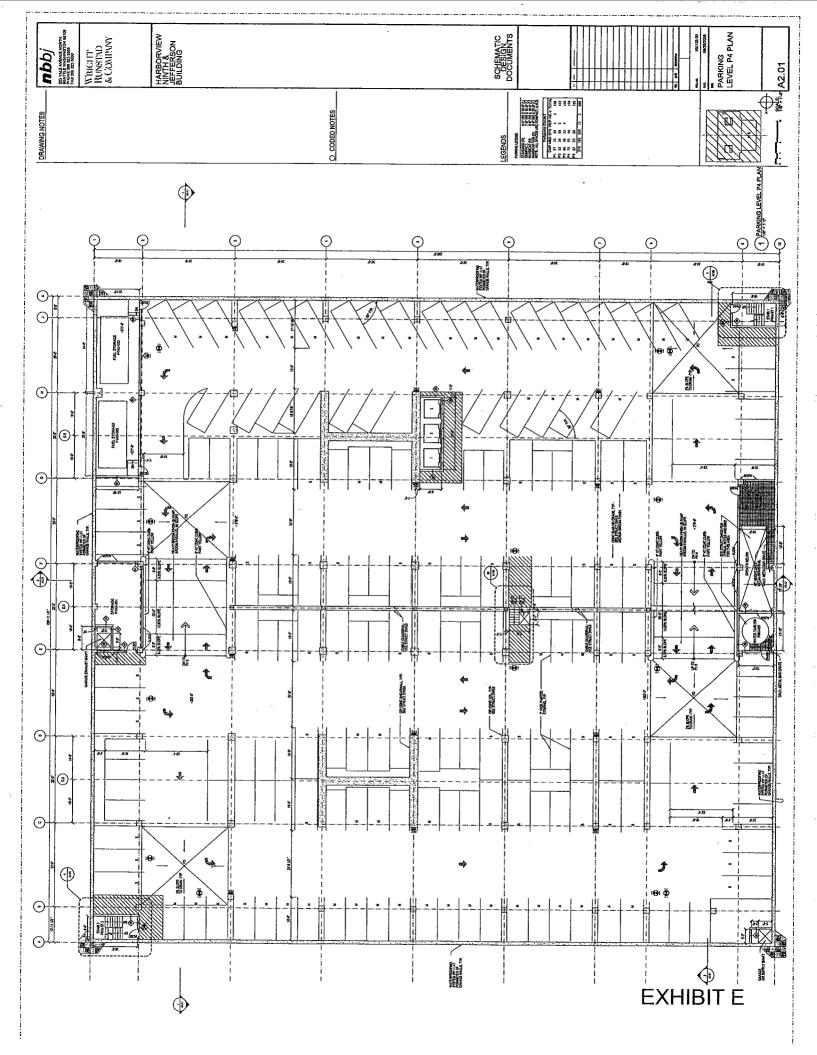


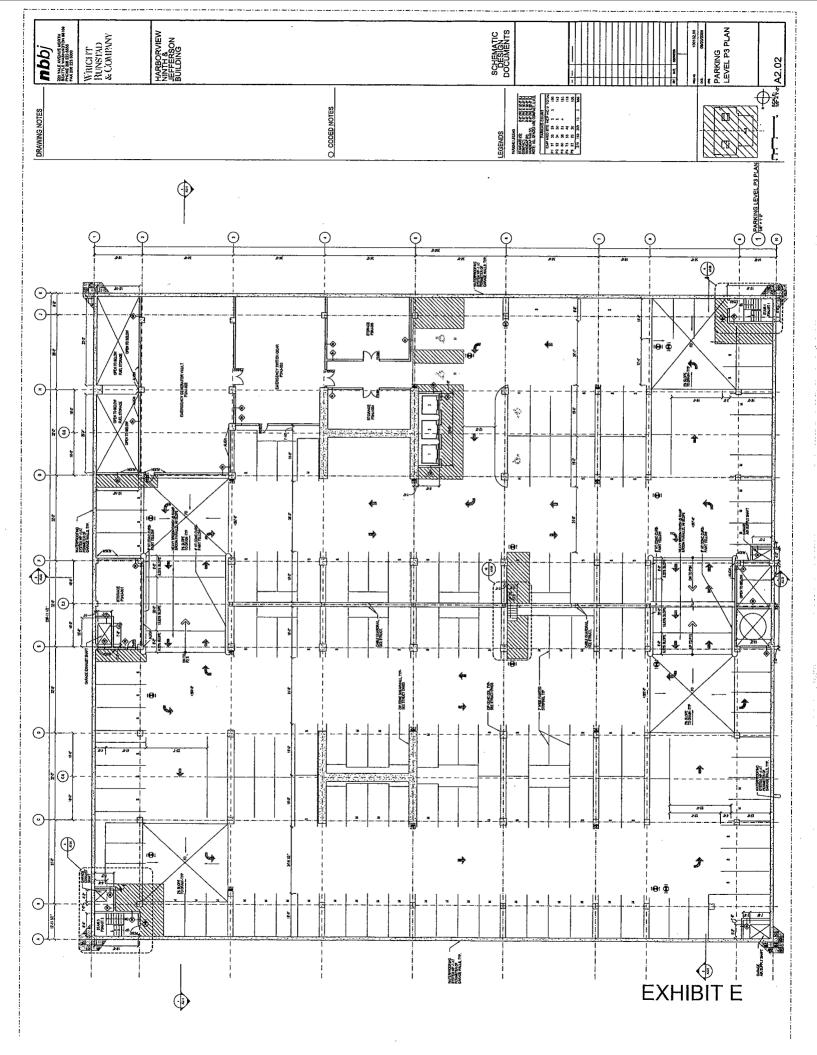


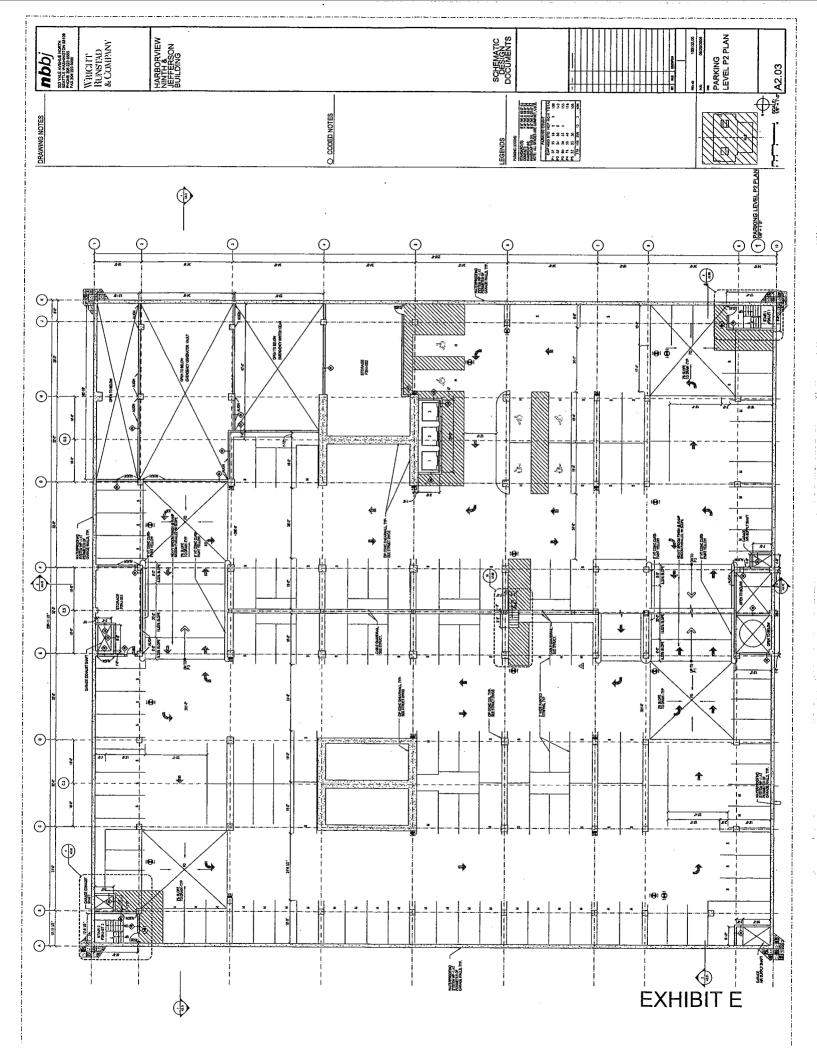


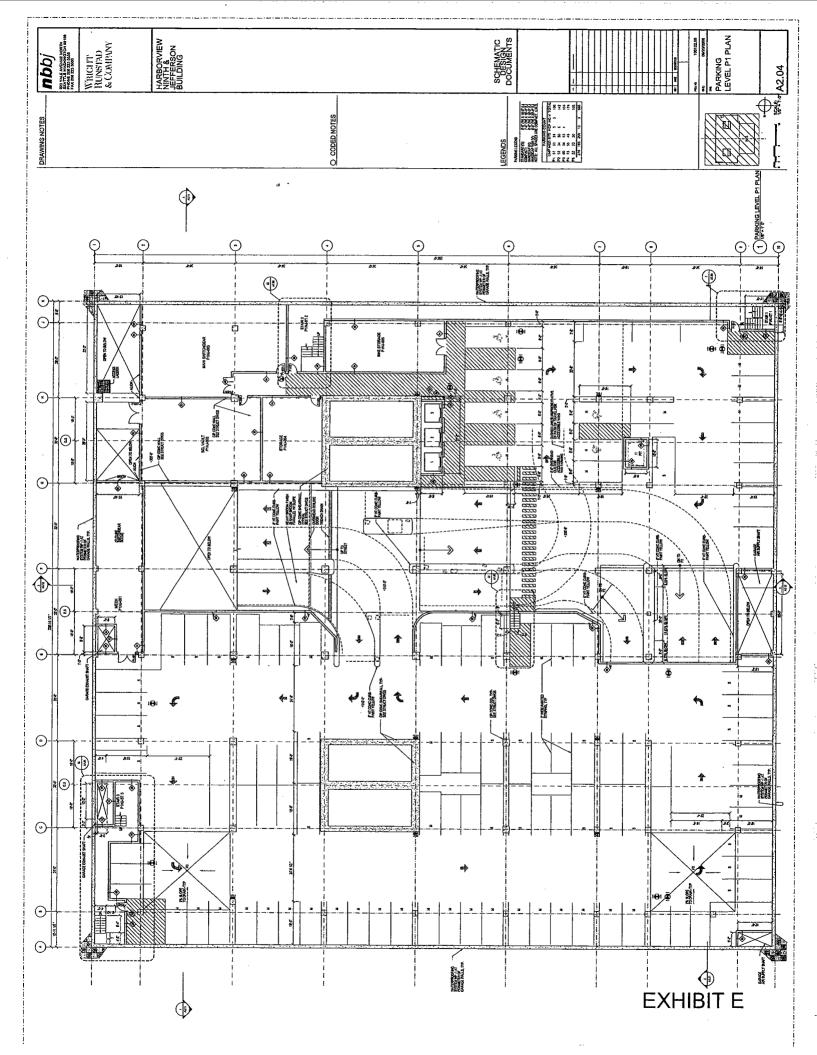


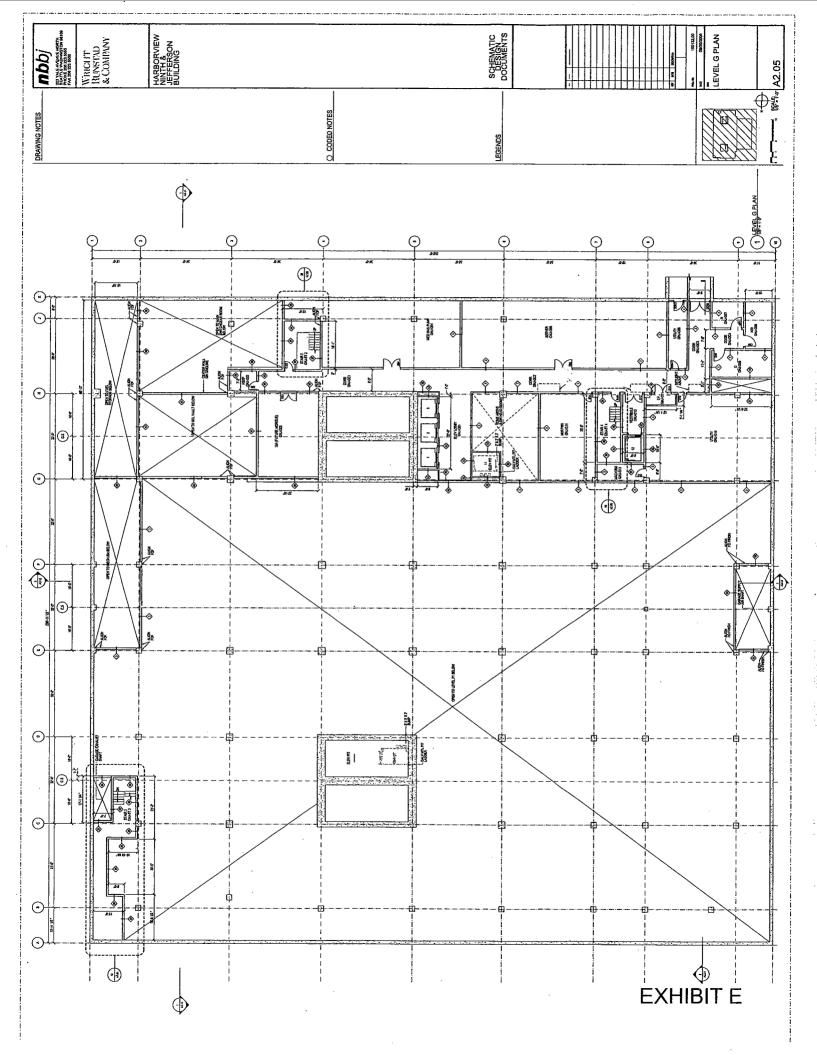


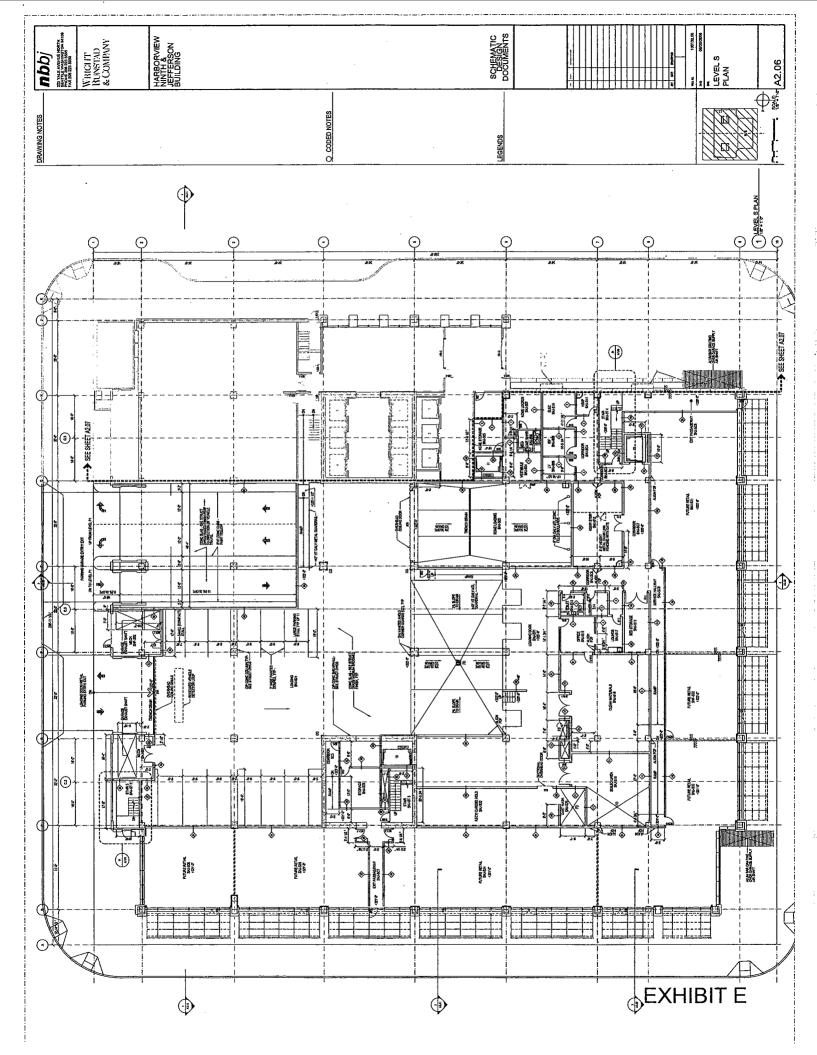


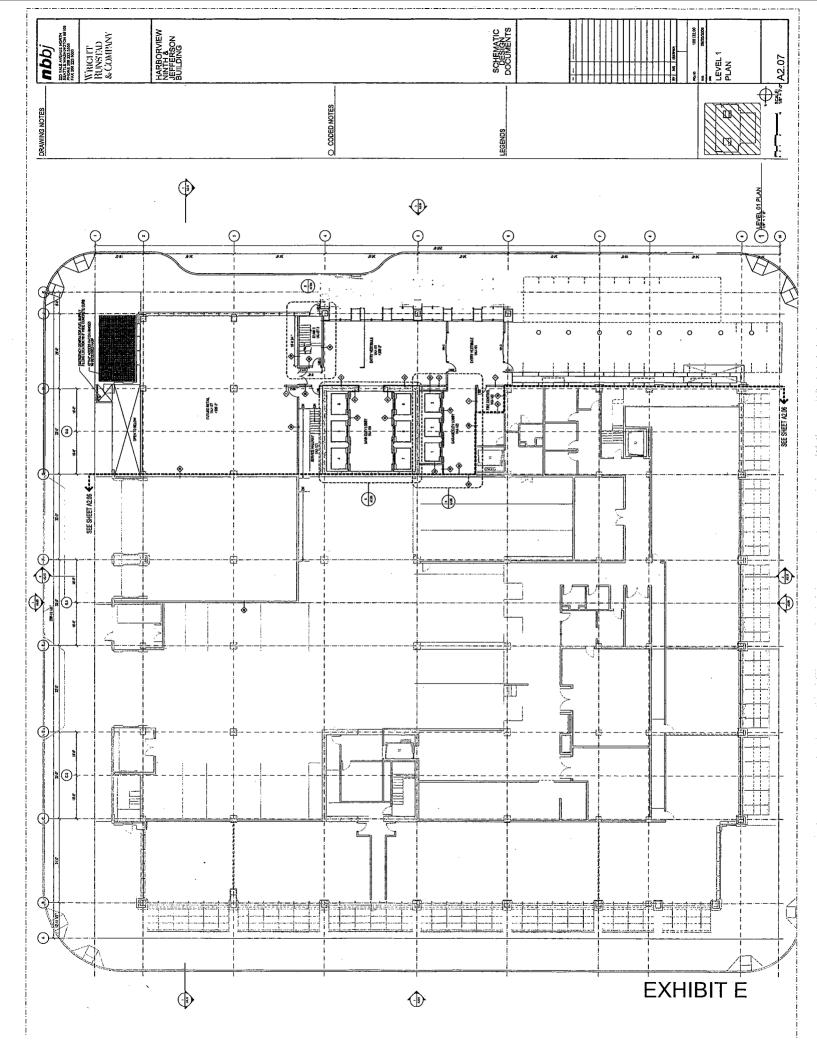


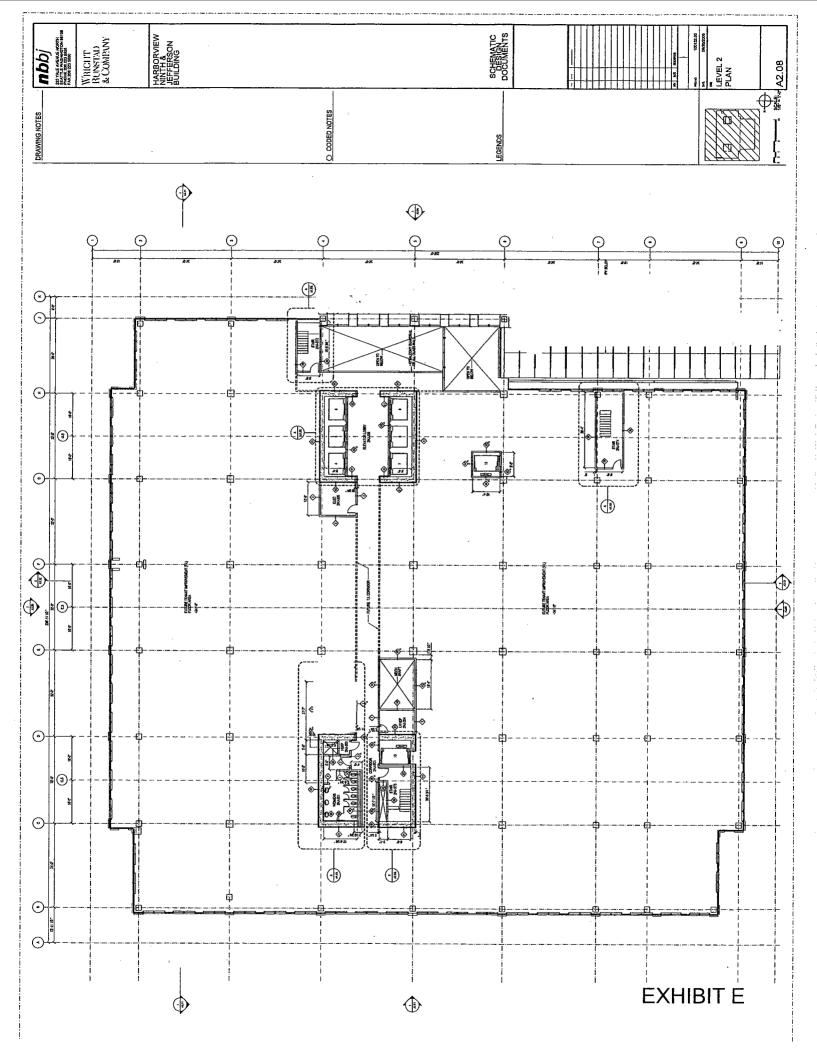


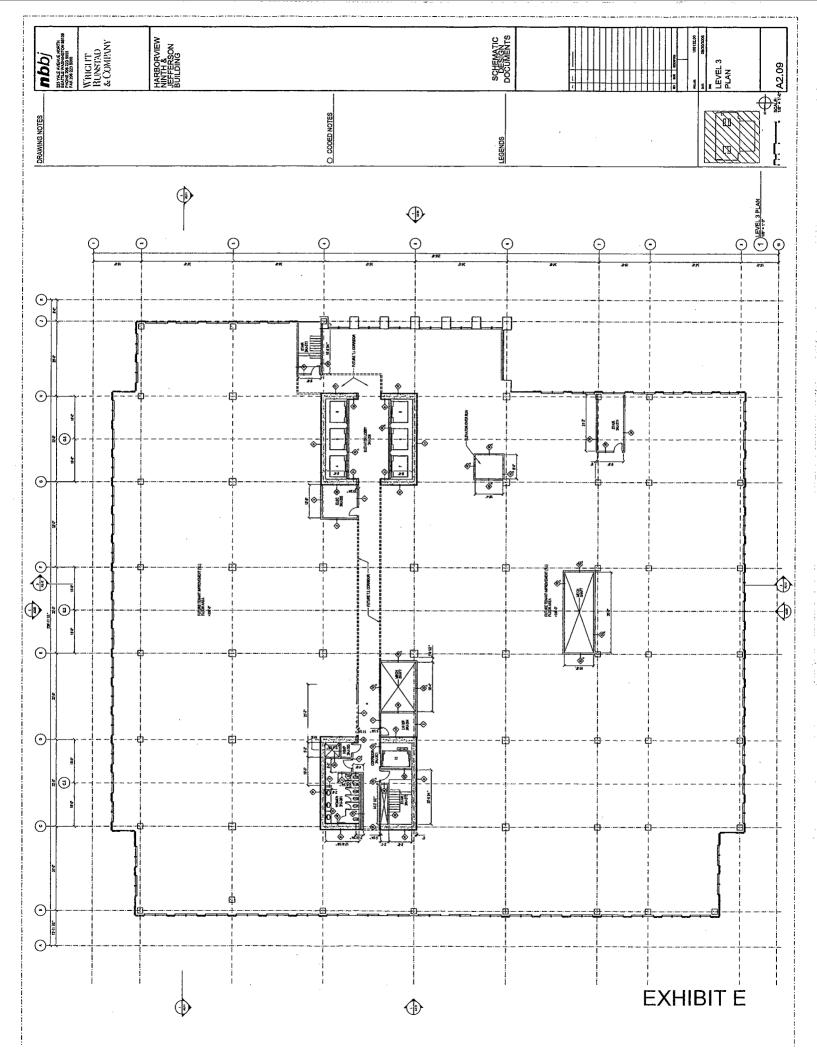


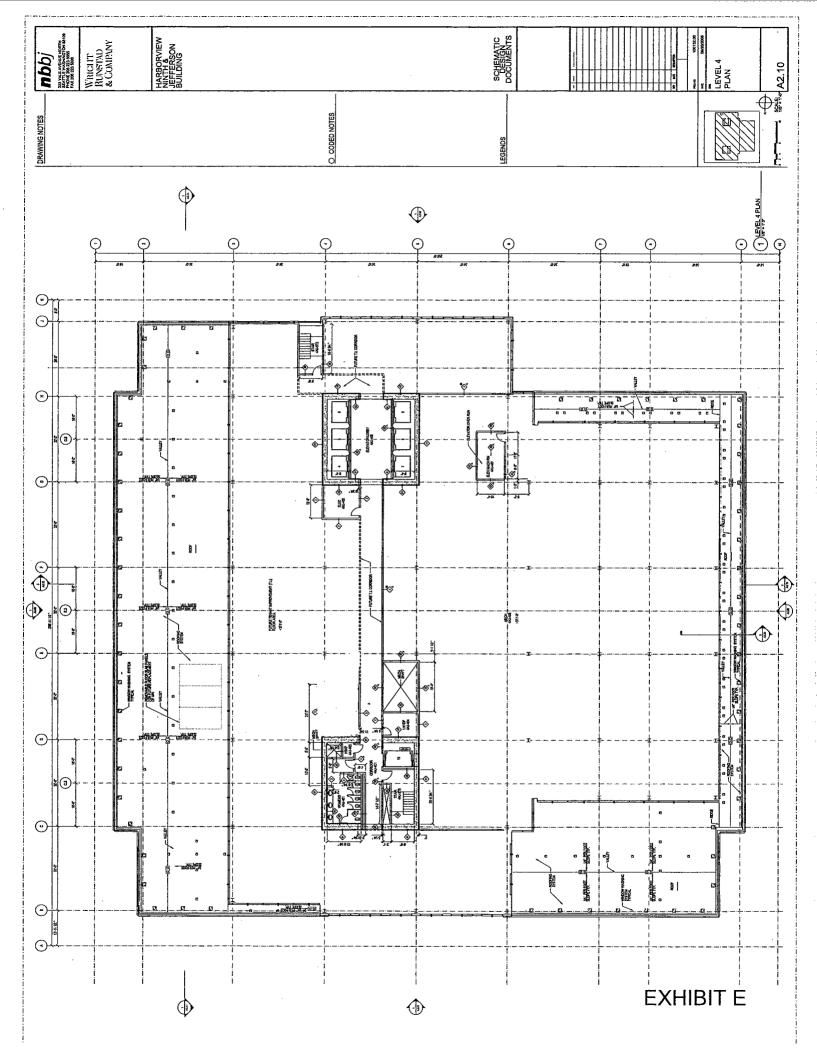


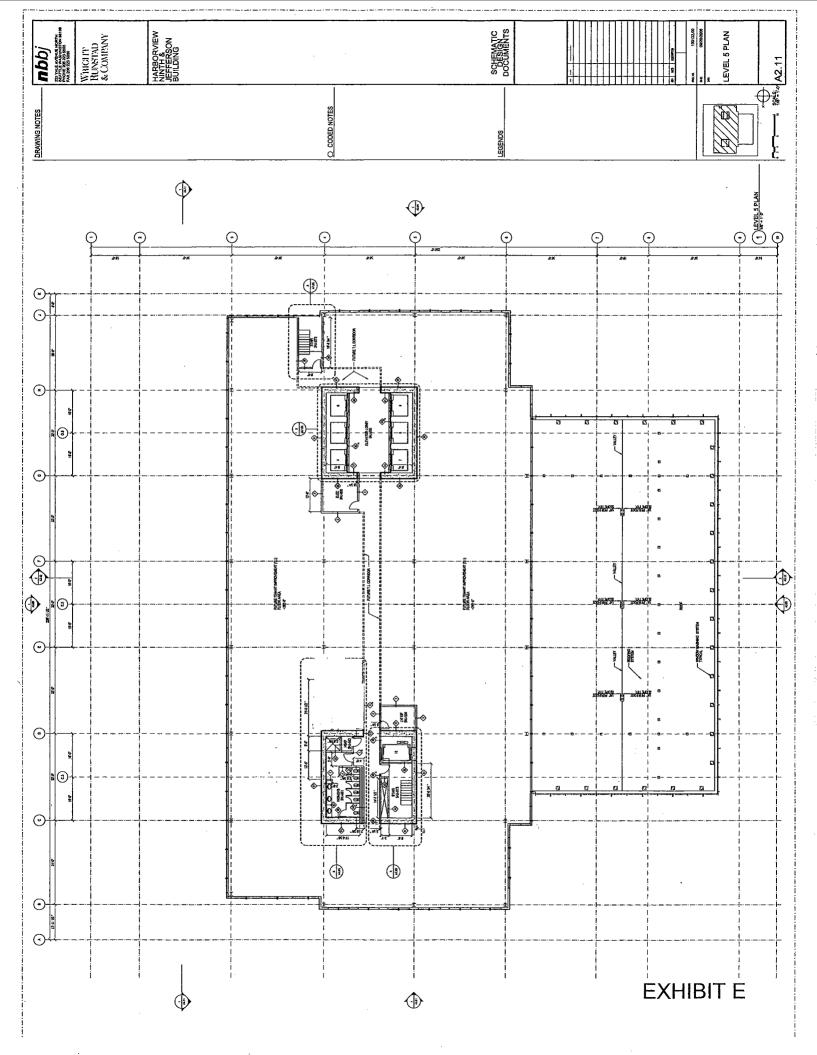


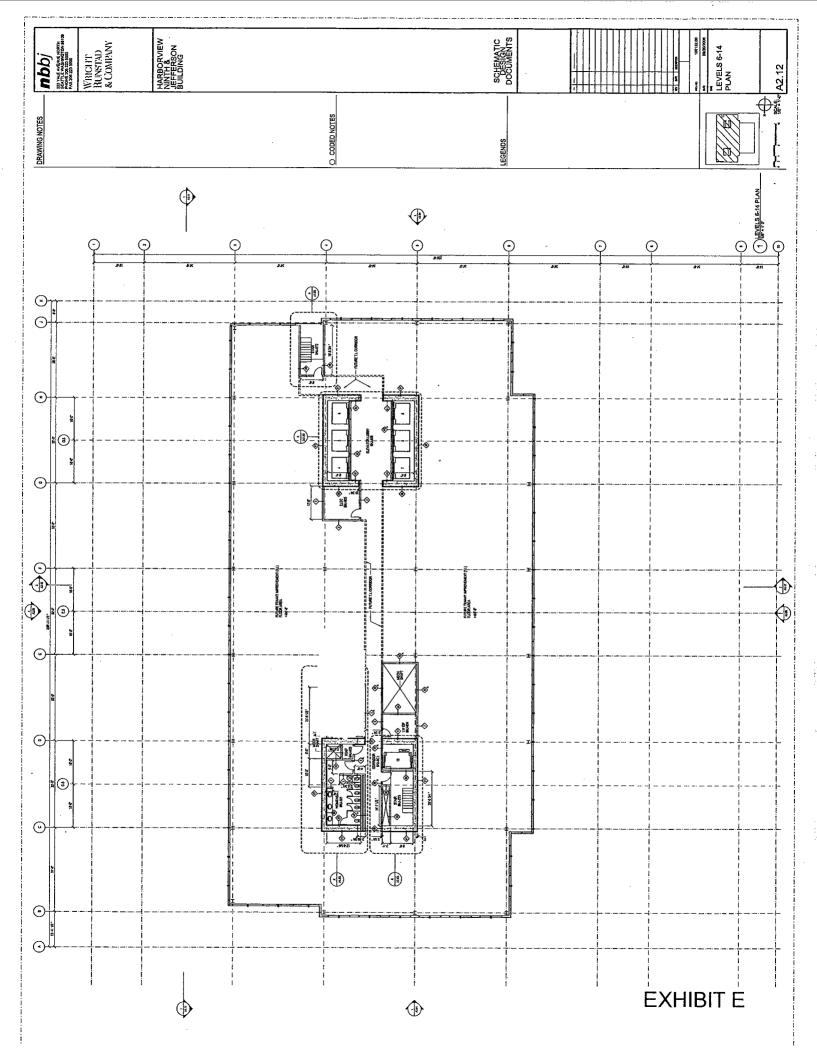


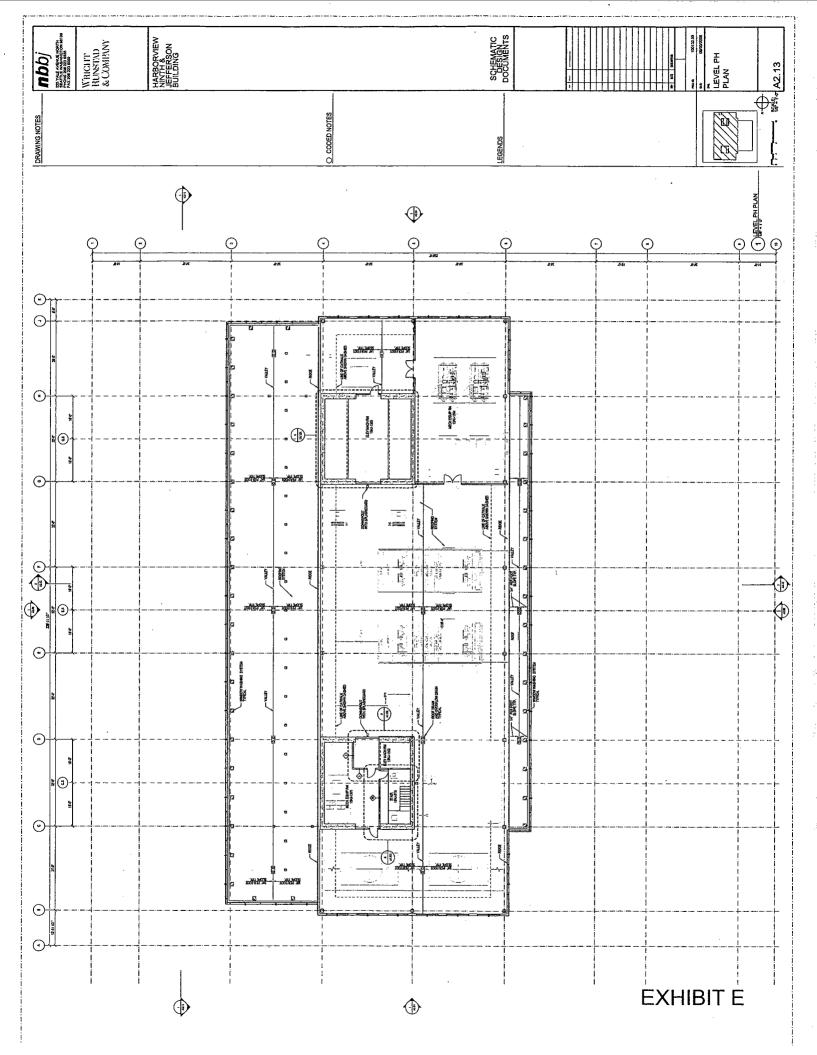


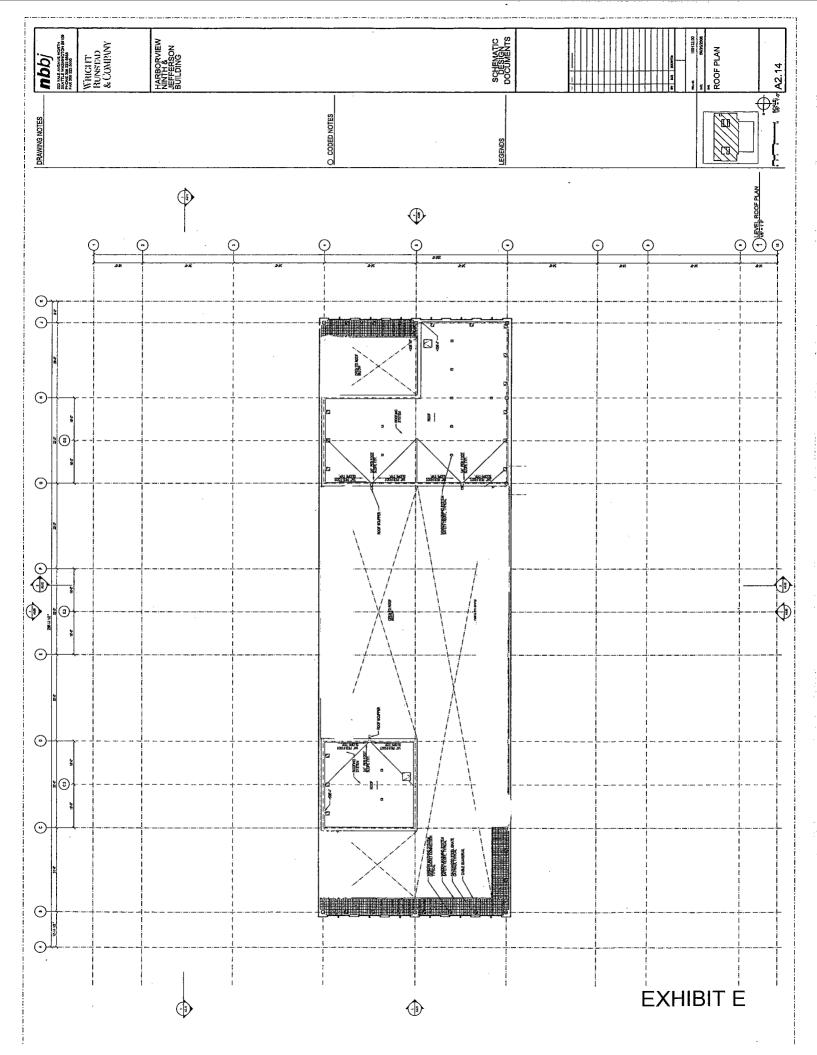


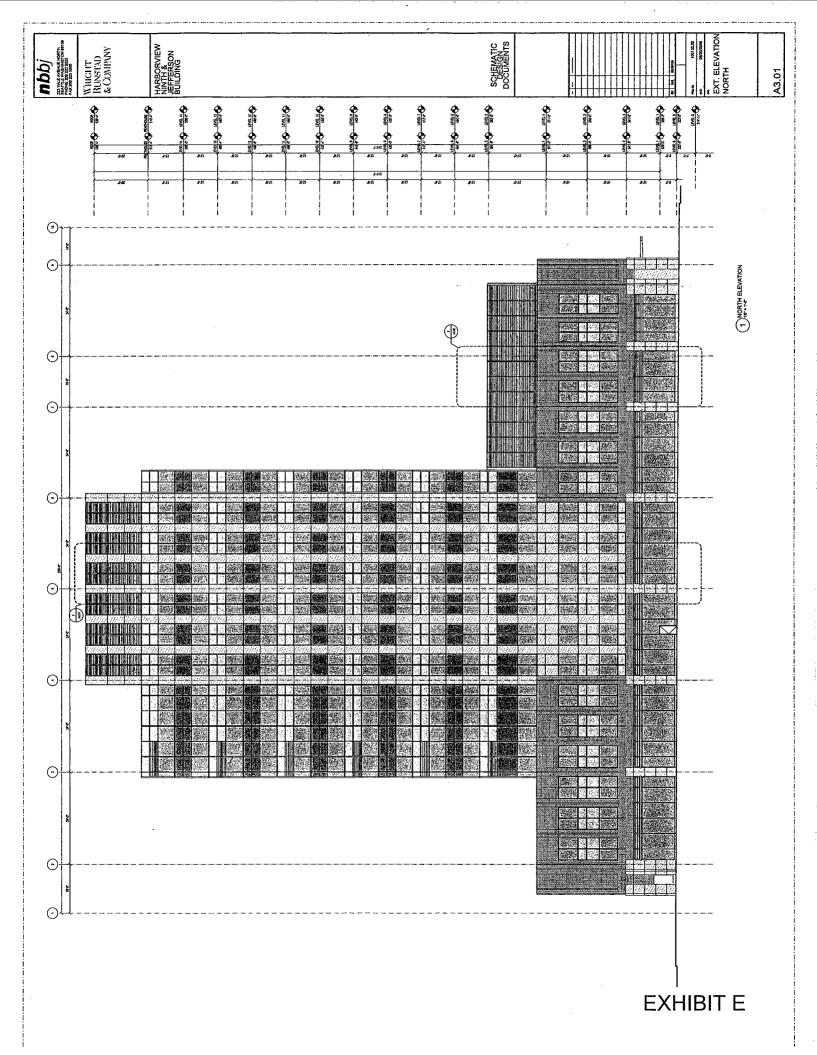


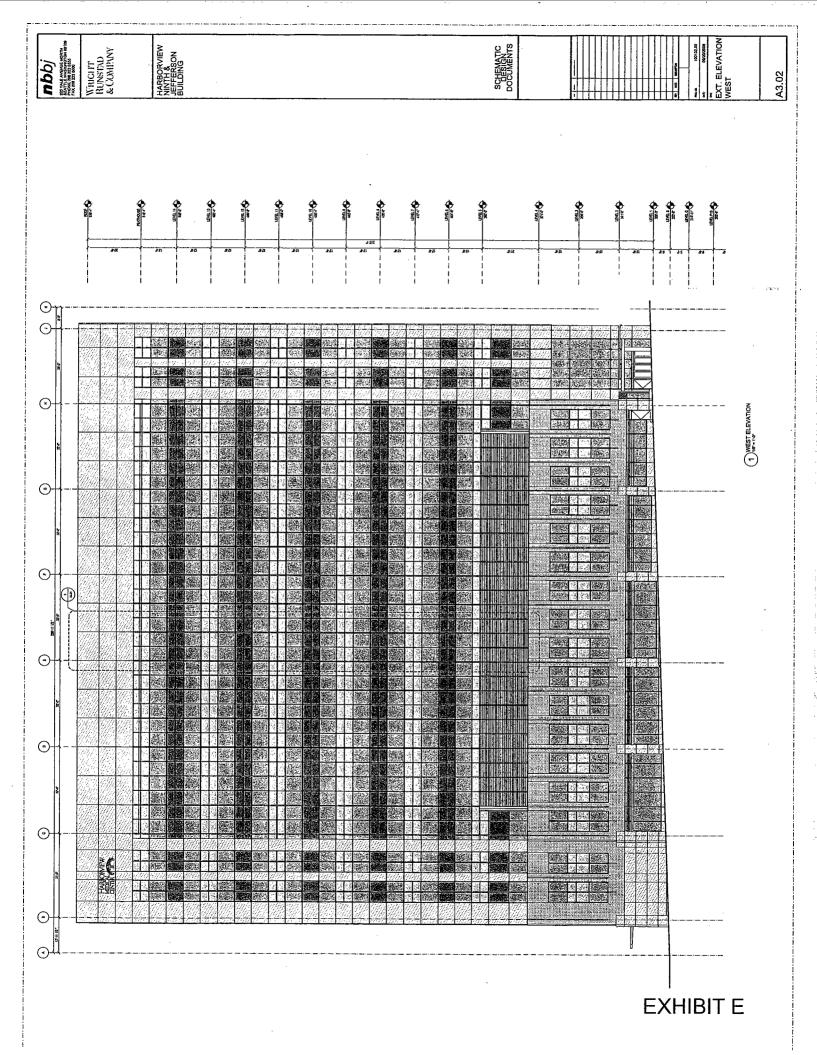


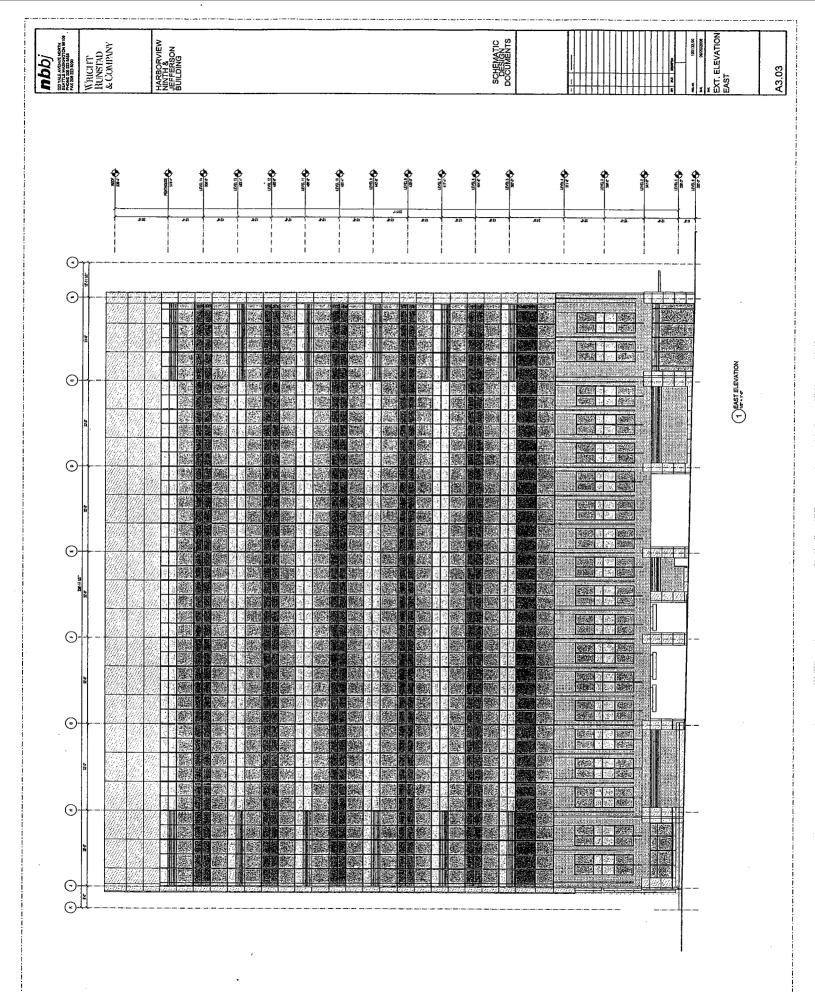


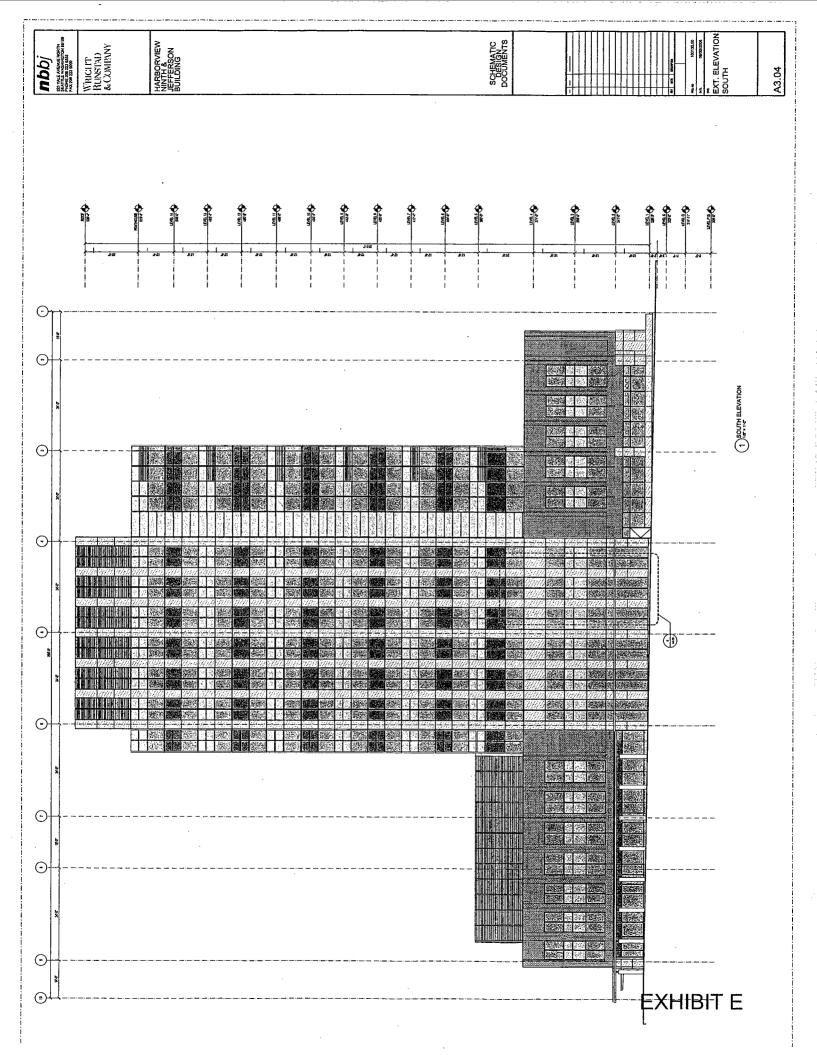


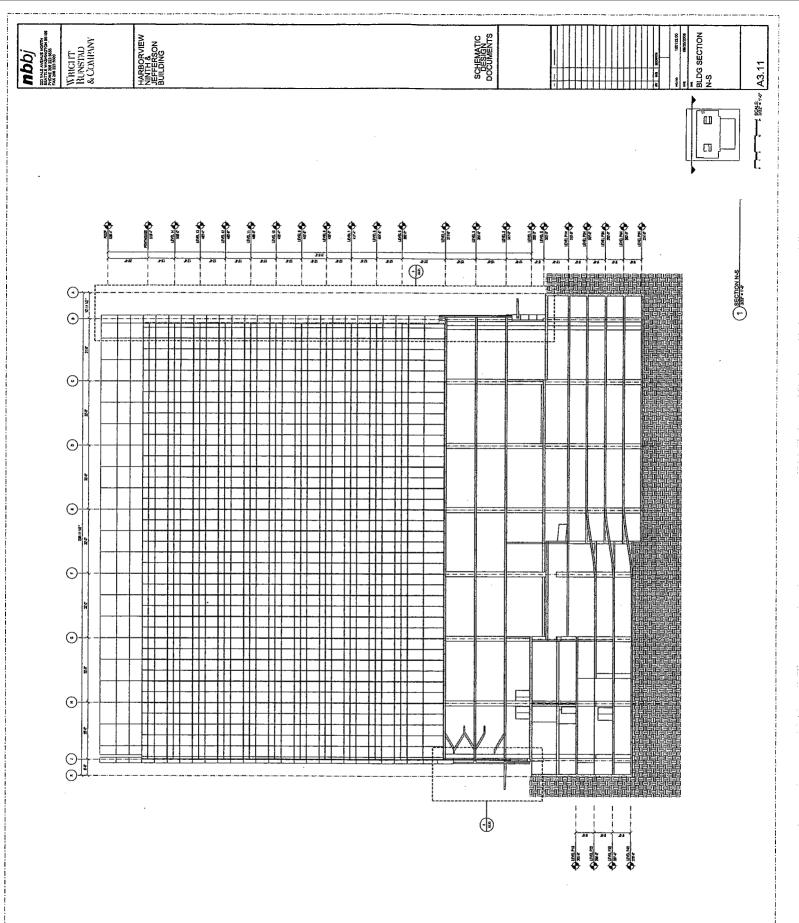


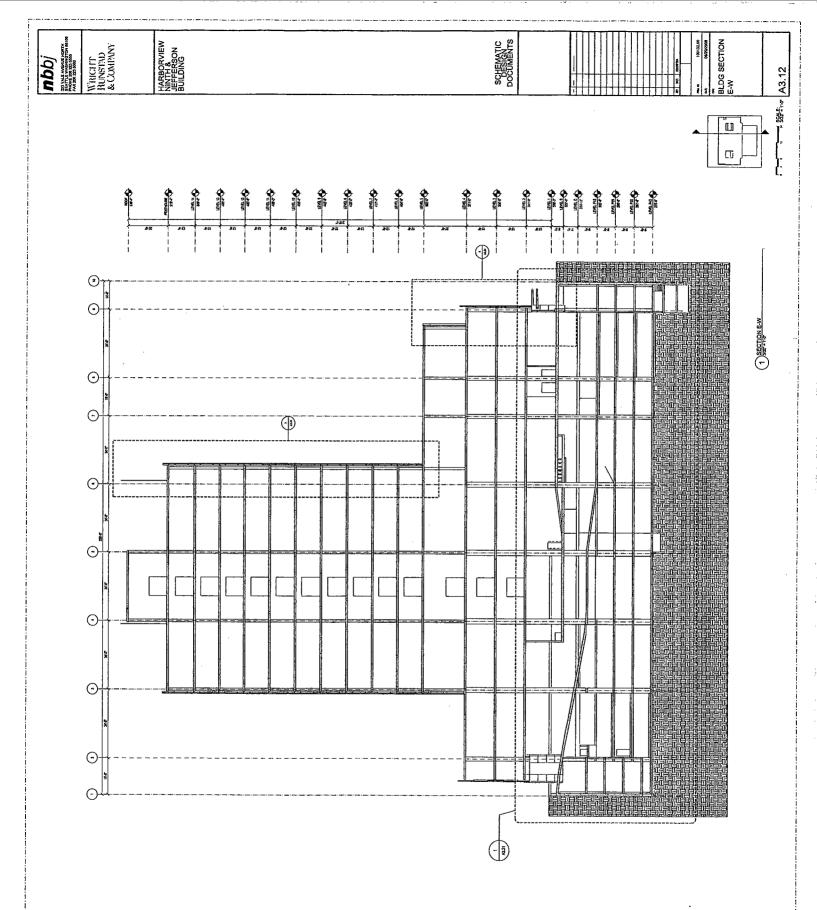


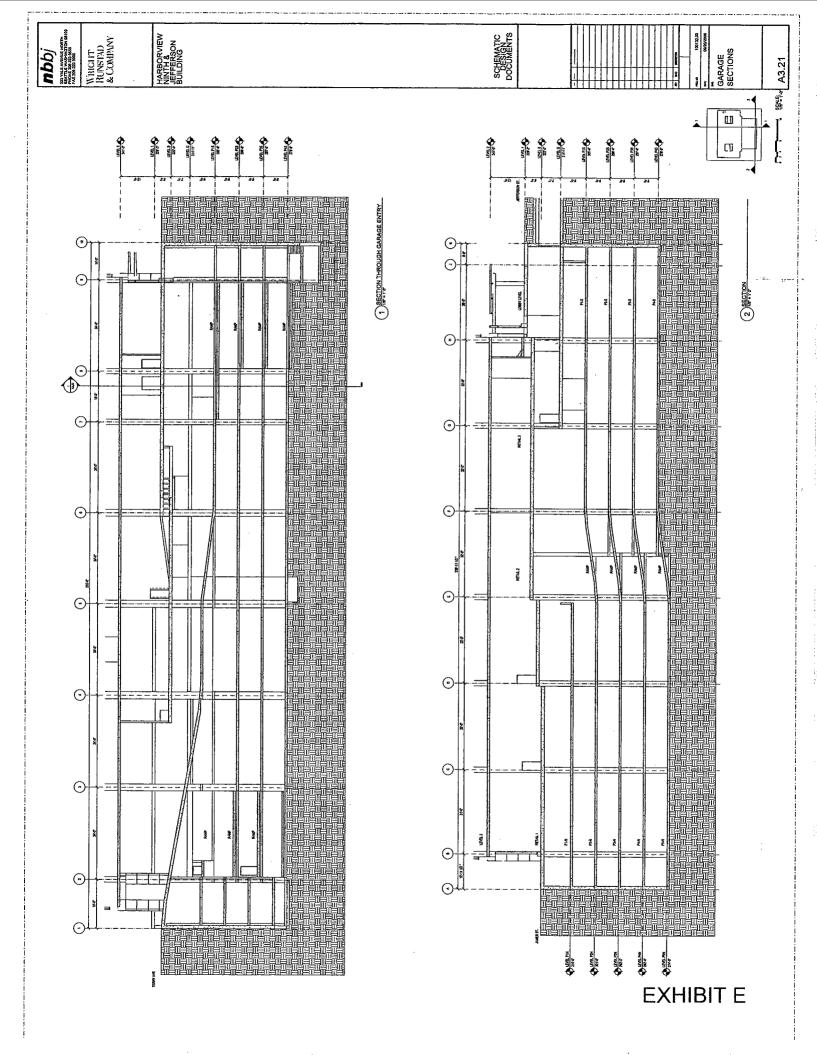


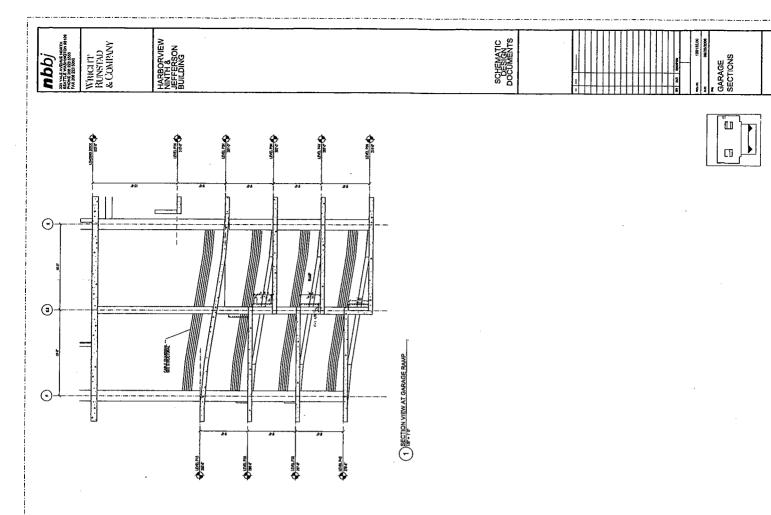




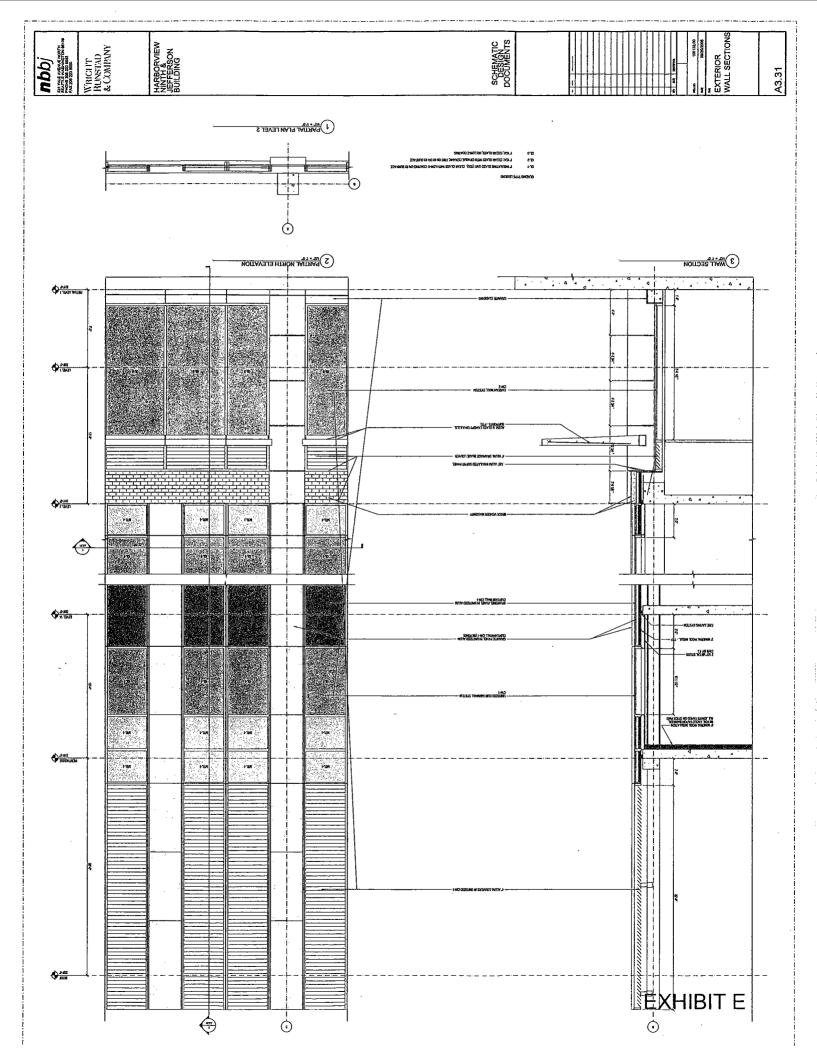


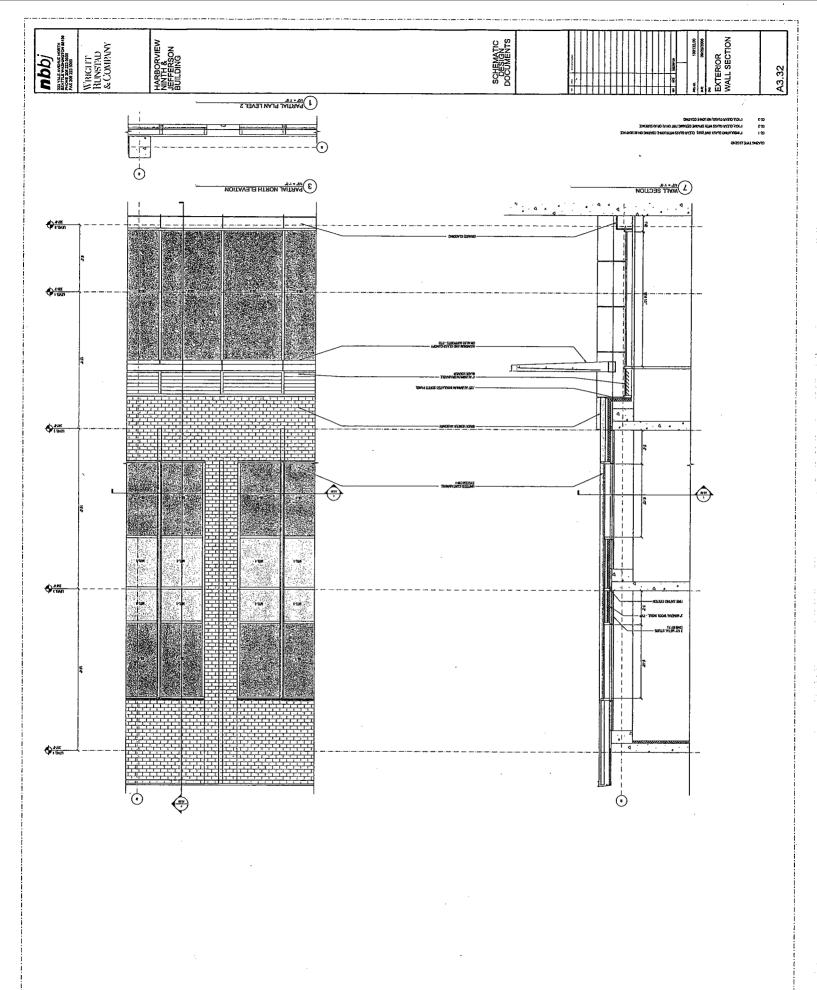


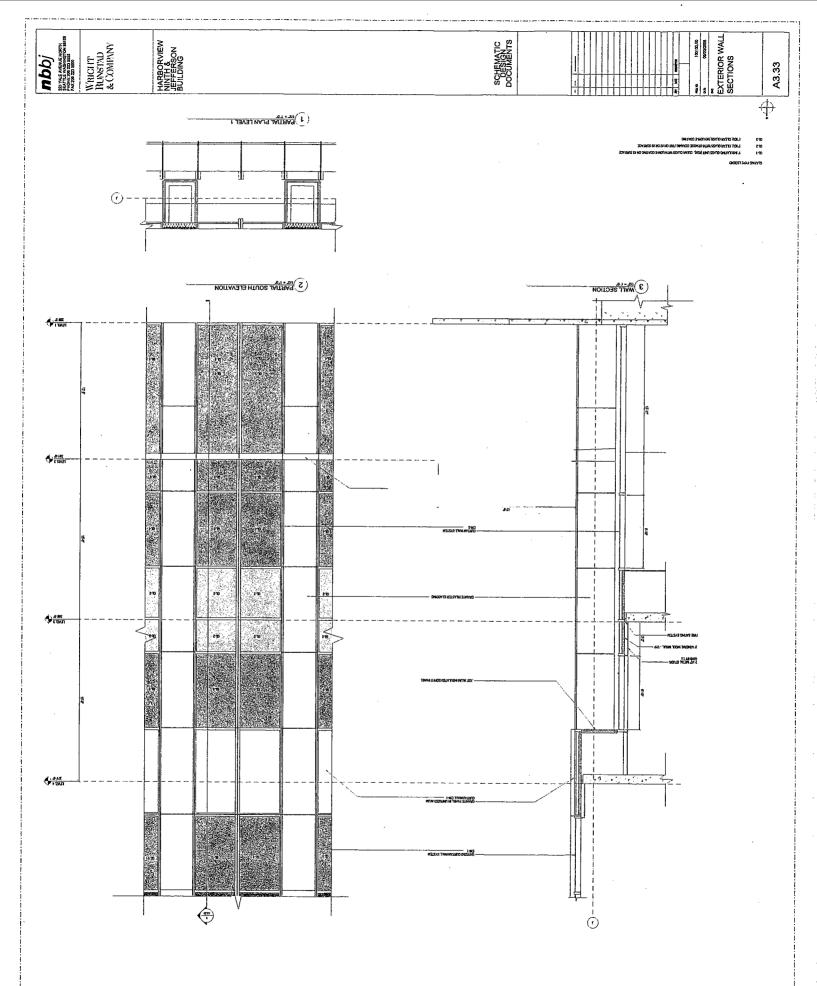


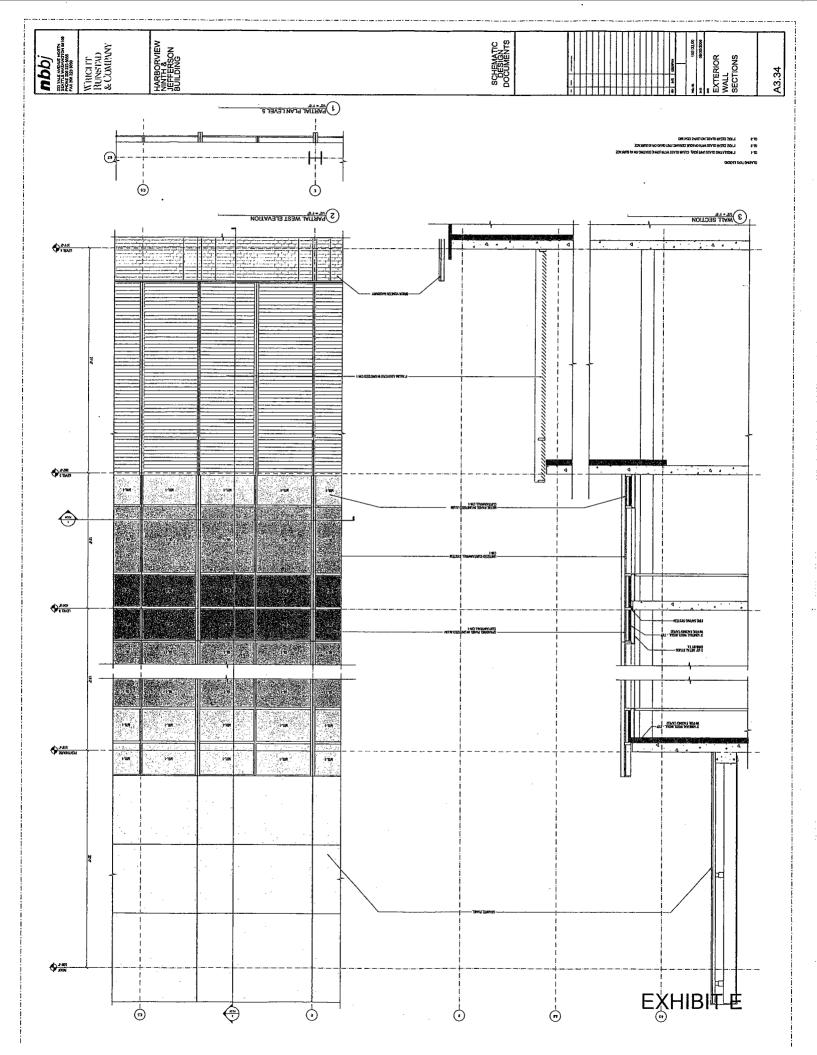


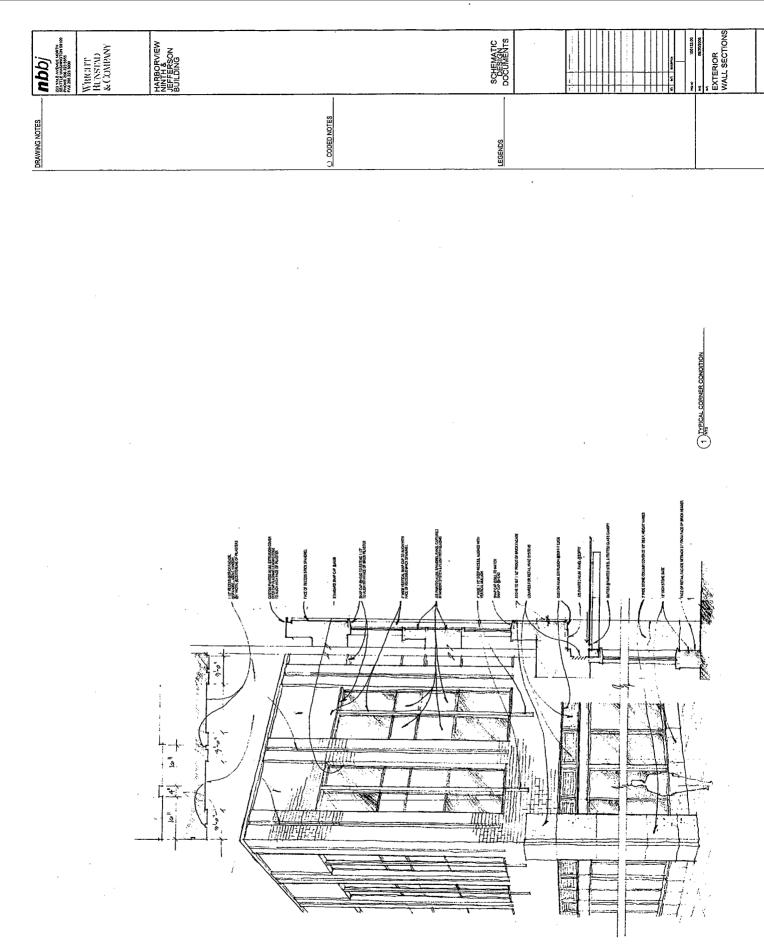
A3.22



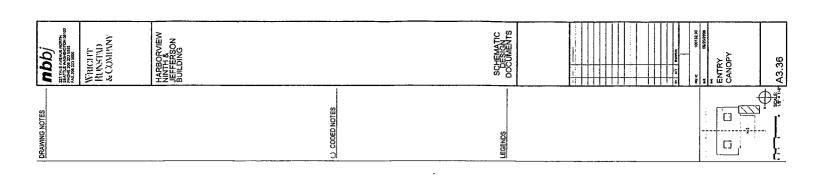


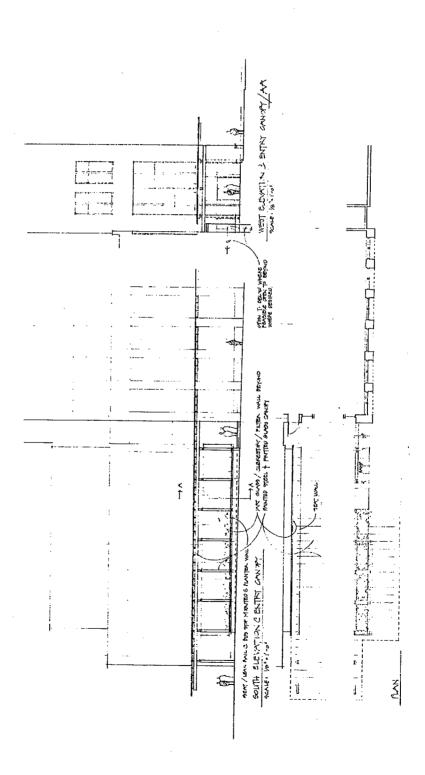






A3.35





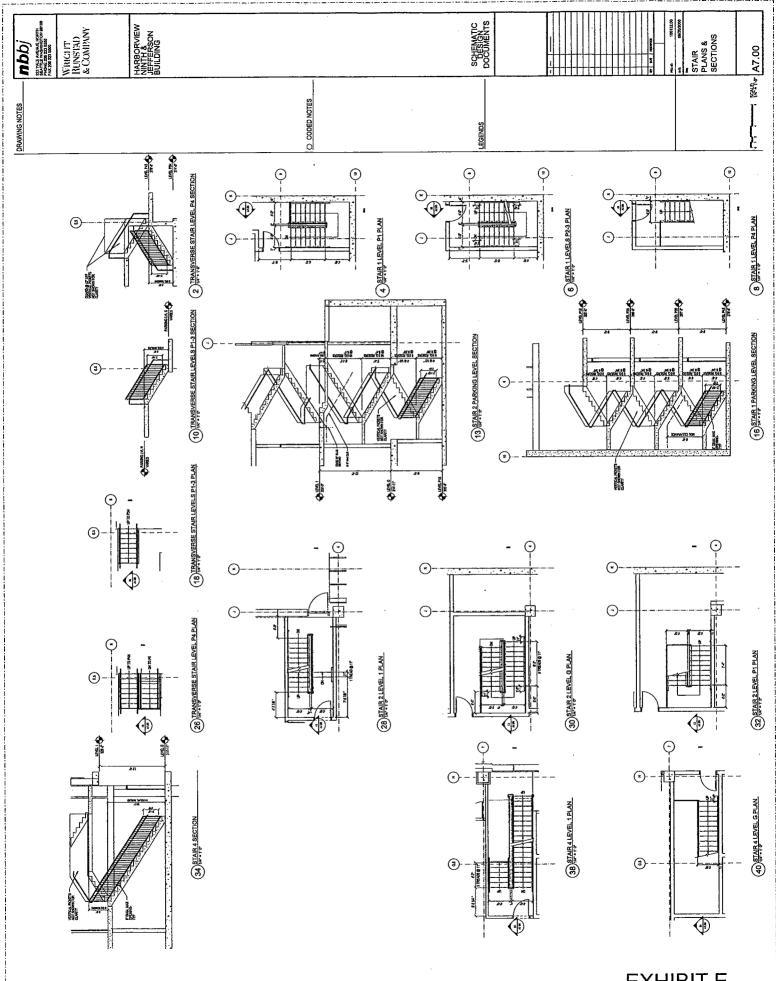
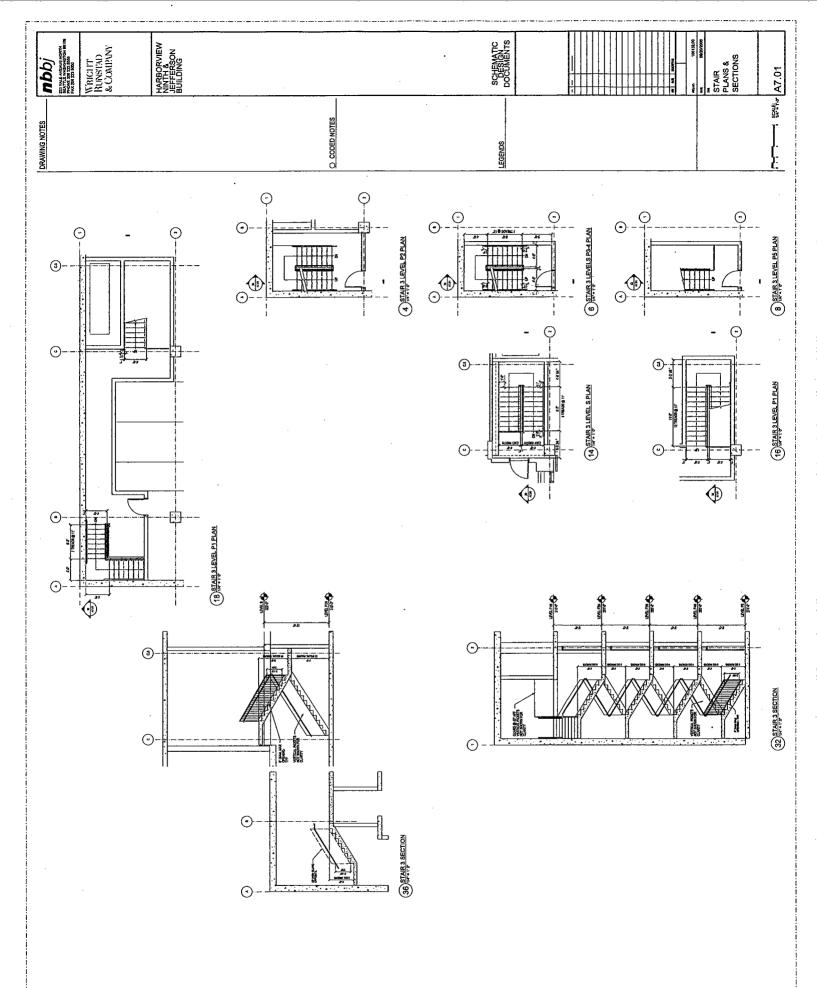
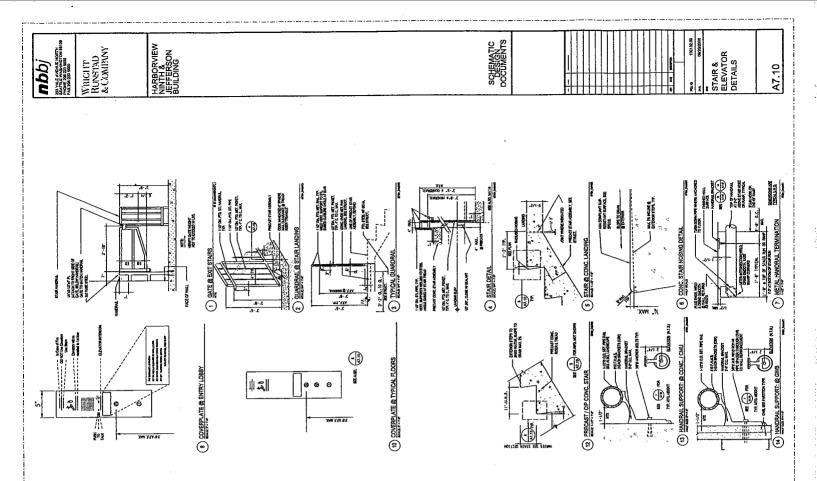
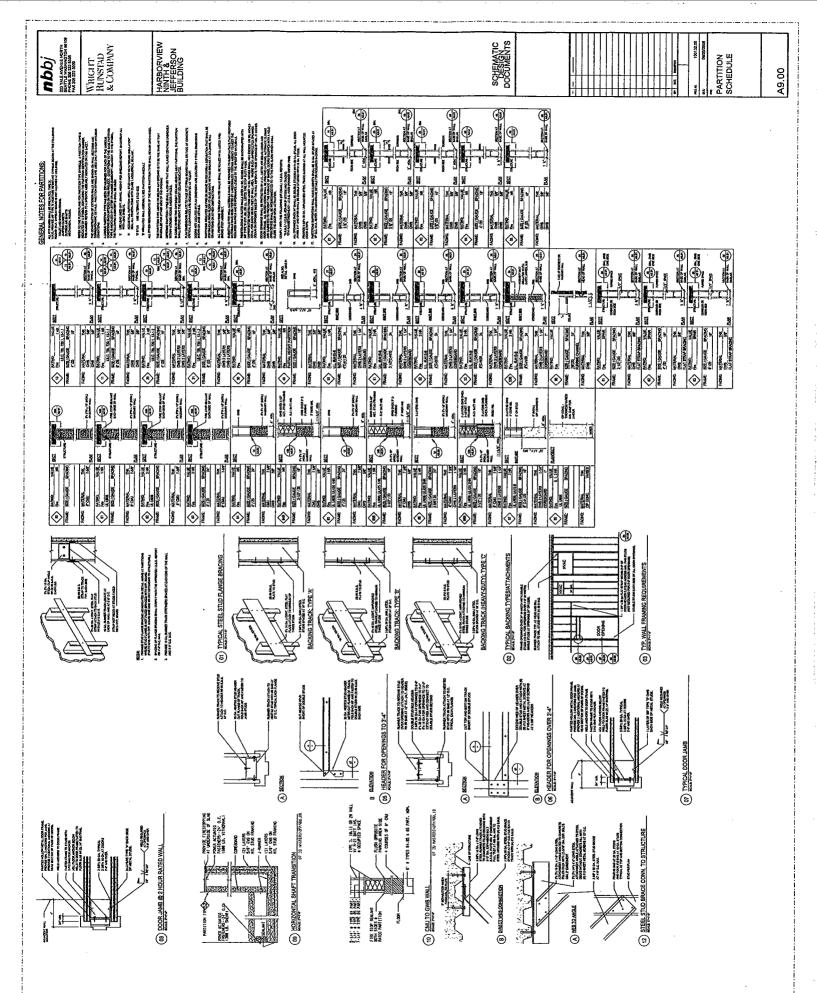
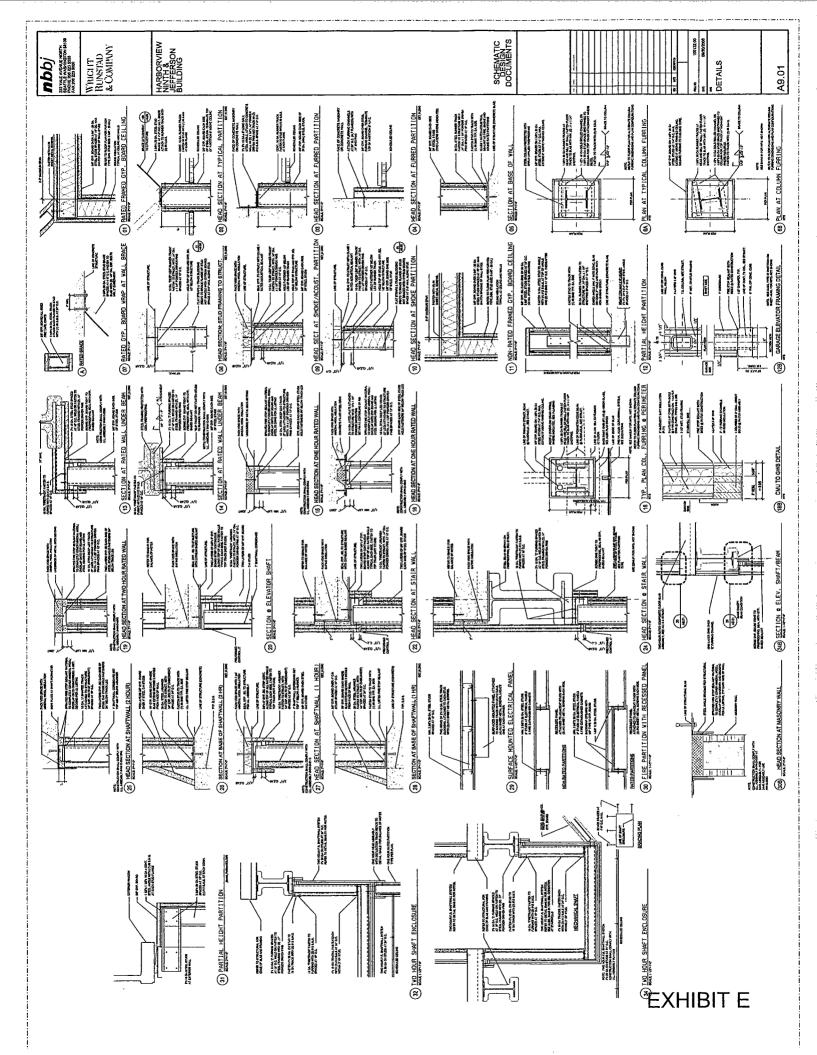


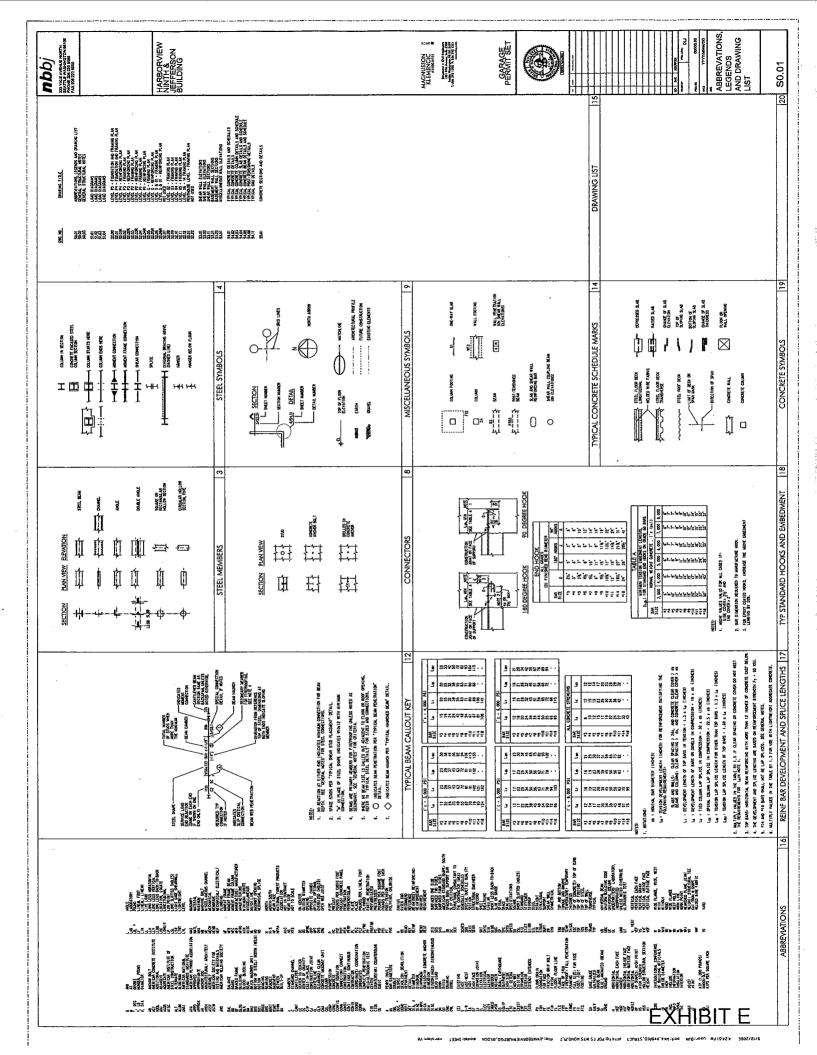
EXHIBIT E







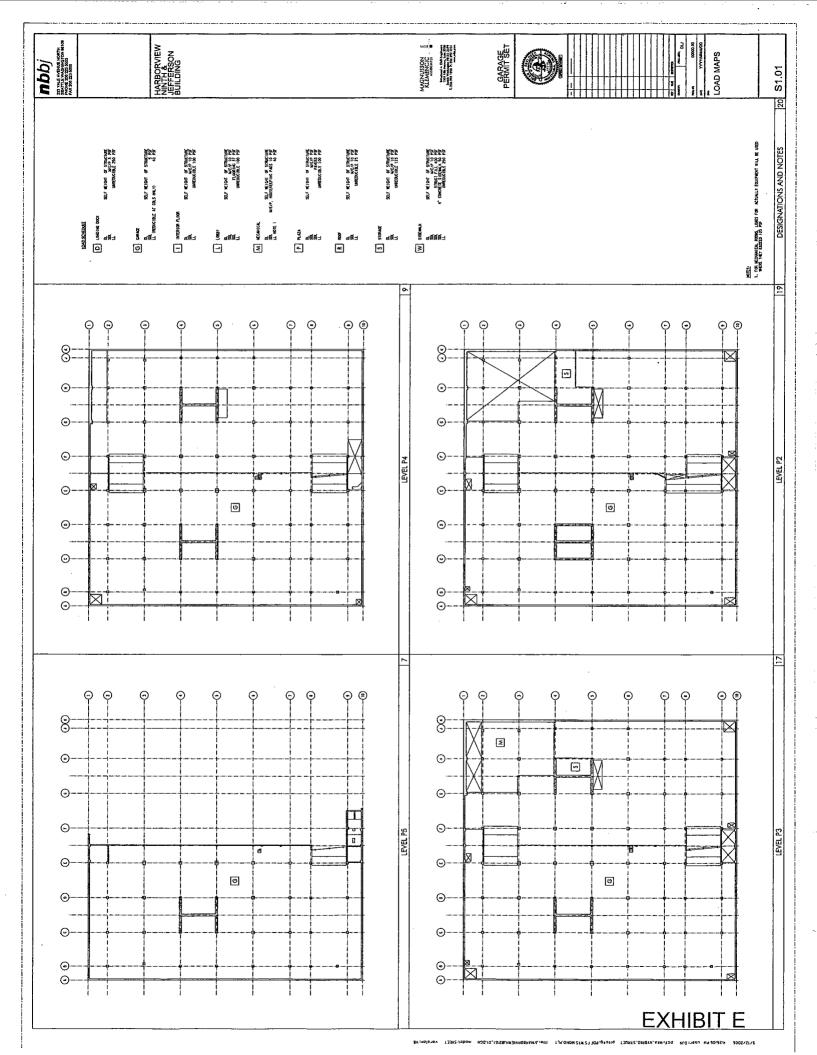


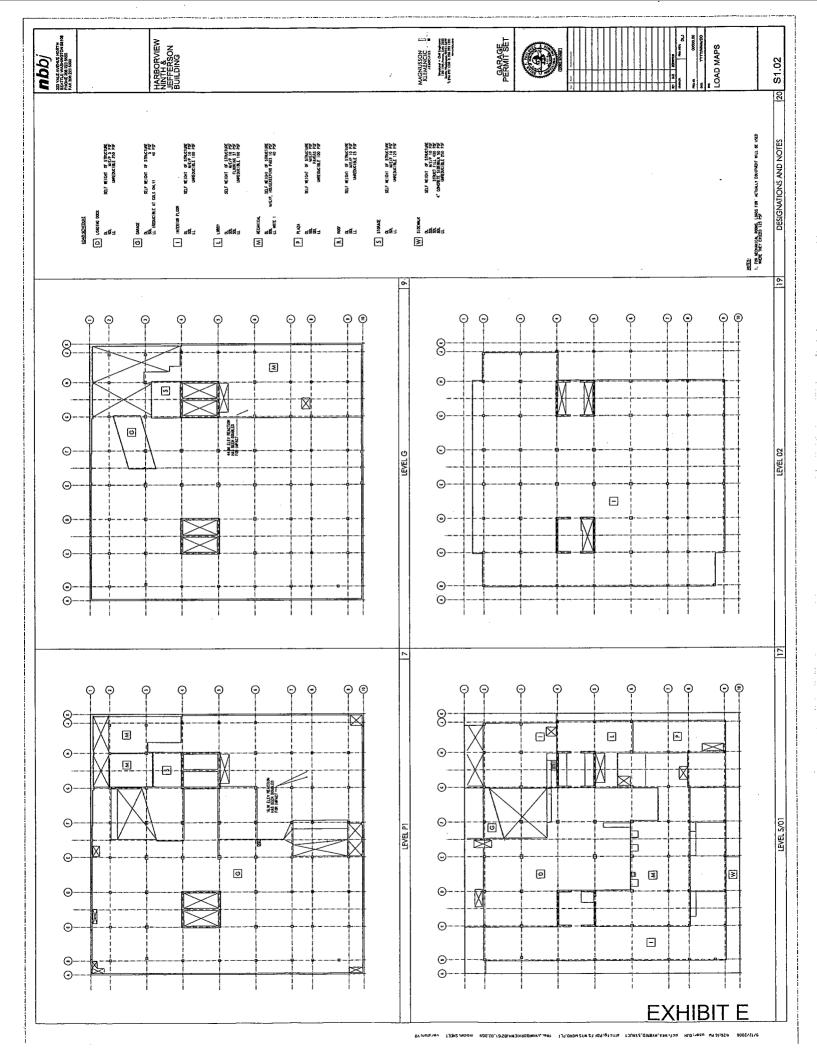


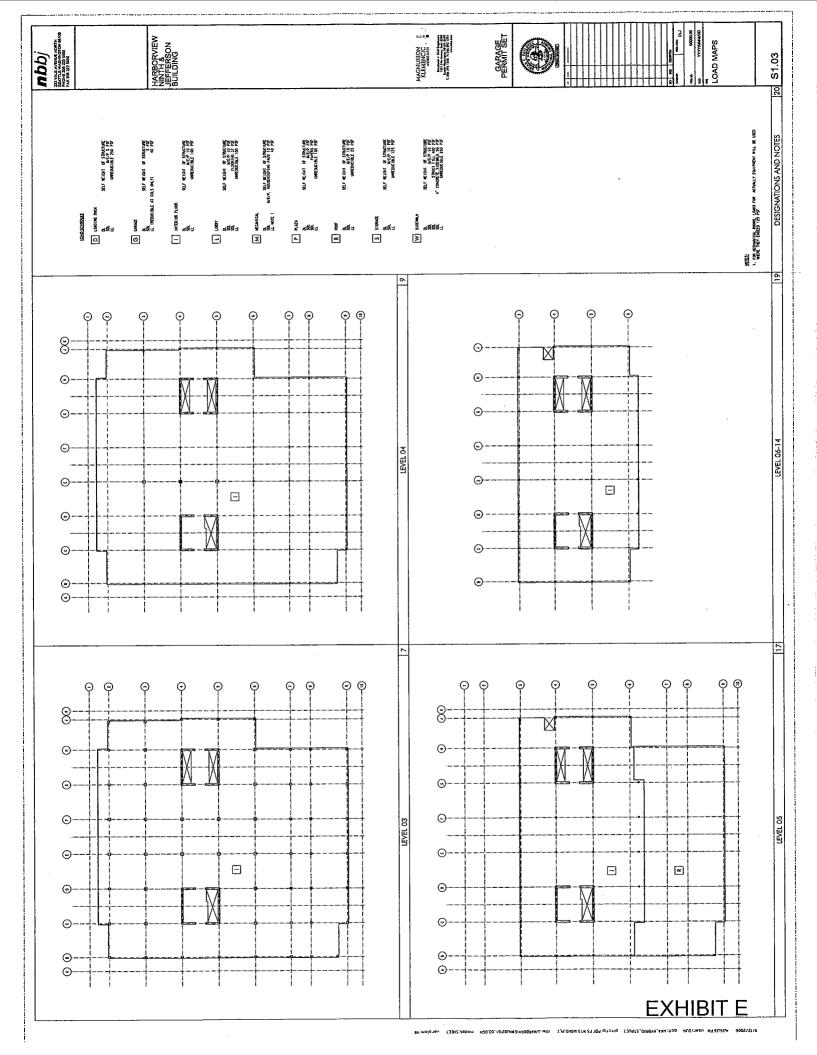
·
MAN SAME AND THE STANDARD IN THE SECRETOR CONTINUES OF SECRETOR SAME AND THE SAME AND THE SECRETOR SAME AND THE
CONCIDENT AND SHOW DIVIDED. ALL WAS BALL IR. IN ACCOUNT AND IN IT, IT SPECIFICATION. ALL WAS BALL IR. IN ACCOUNT AND IT ALL IN SPECIFICATION. AND SHOW THE PROPERTY OF THE
LEATING TO THE TOTAL OF THE TOT
HEREN FROM THE STATE OF THE STA
of Form I I I She for the Color.

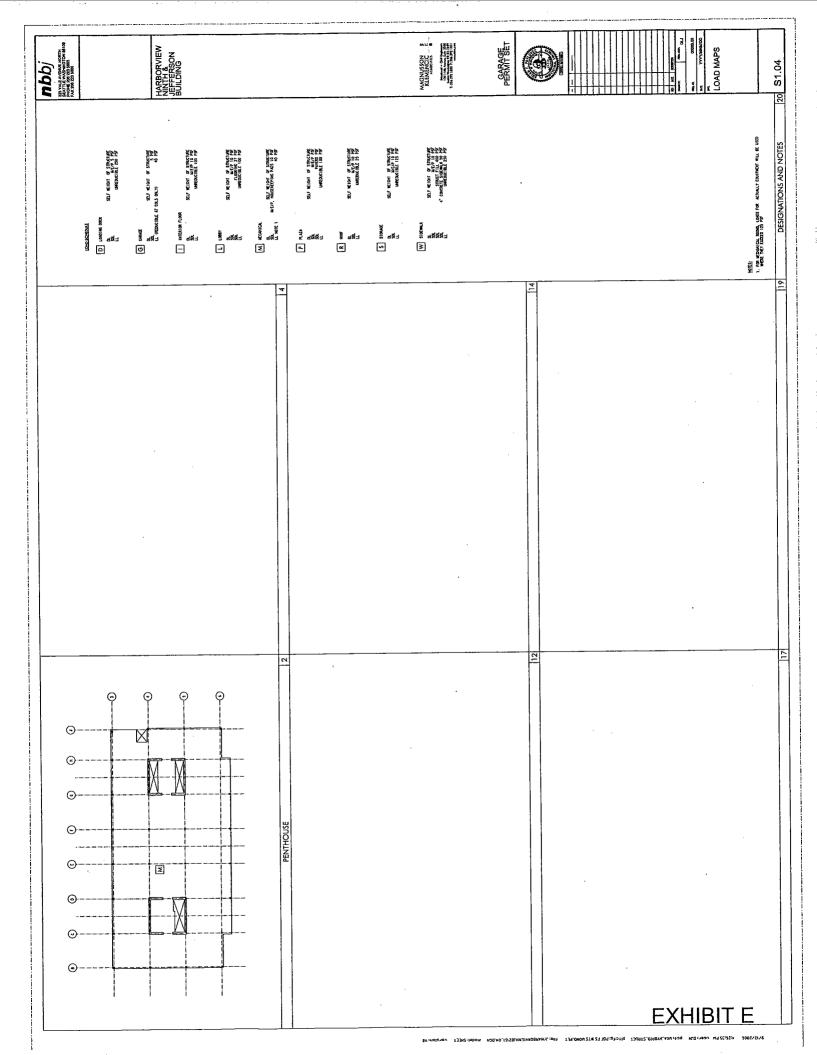
			·		
Pbbj	HARBORVIEW MITH & JEFFERSON BUILDING		MAGNUSCON KLENGKUC WORKER BOTH C B THE STATE OF THE STATE	PERMY SET	
DESCRIPTION OF THE PROPERTY OF		and the second s	See Country for Rivers in Still, see Steffing 1912, bod. If the See Country of Se	CORPANIE (TO CORPANIE OF CONTROLLED IN CONTR	
TOTAL DESCRIPTION AND ADMITTANCE OF A THE PROPERTY OF A THE PROPER	SALE AND THE PROPERTY OF RECORD THE WIND WE CONCRETE AS POST IN CONCRETE AND THE PROPERTY OF PROPERTY OF RECORD THE PROPERTY OF PROPERTY O	SOURCE STREET,	PERSONALIMATIONAL MARKETAN AND AND AND AND AND AND AND AND AND A	ROWING THE ADDRESS OF THE WORMS TO ADDITION OFFICE OF THE WORMS TO ADDITION OFFICE OF THE WORMS TO ADDITION OFFI OFFI OFFI OFFI OFFI OFFI OFFI O	
TOUCHEAL EXCRETABLE THE CASE . LIFE CASE THE REPRESENTED THE TABLE SHE HAS CONTRACTED THE SHELL SHE HAS CONTRACTED THE	ACTIONED WITH THE SECOND PT 2. THE PERSONNEL WITH THE BUILDING BUILDING WITH THE BUILDING BUILDING WITH THE BUILDING BUI	SITE CONTINUES IN 1. I.M. I. I.M. I. I.M. I. I. I.M. STORY INTEREST TO THE WAY IN 1. I.M. I. I. I. I.M. STORY INTEREST TO THE WAY IN 1. I.M. I. I. I. I.M. I.	THE STATE OF THE S	THE COLOR THE SECRET OF SECRET OF THE SECRE	The control of the co

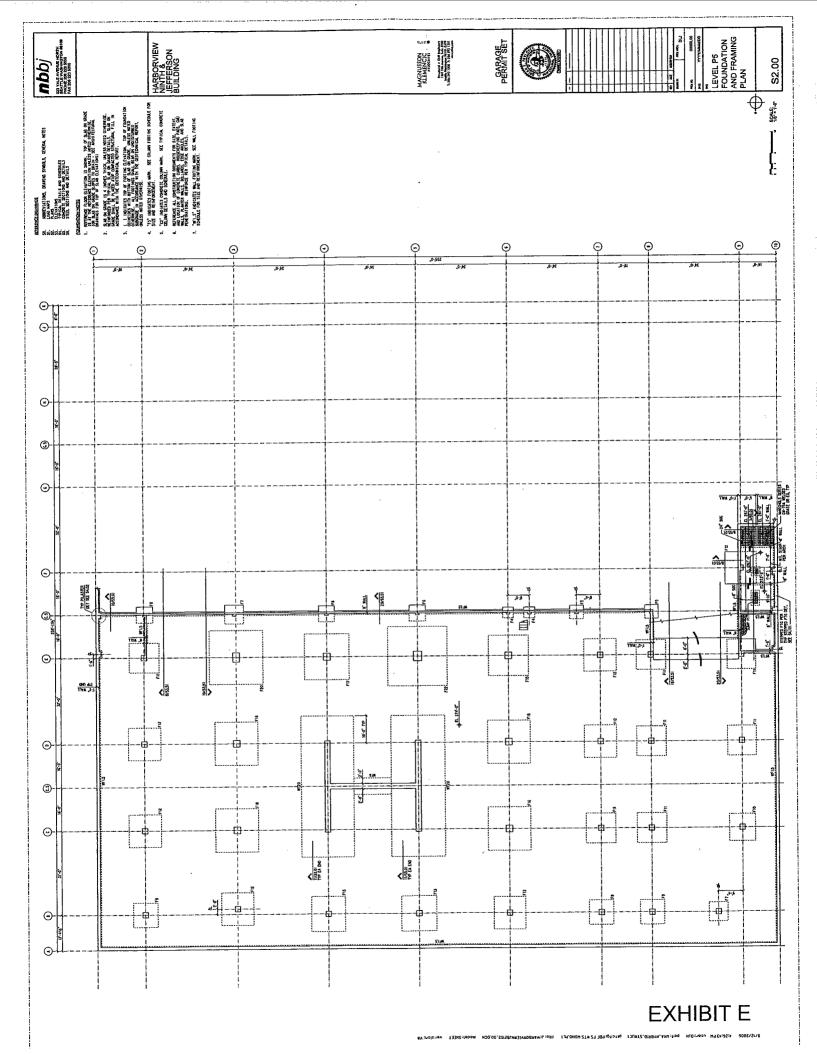
20 S0.03

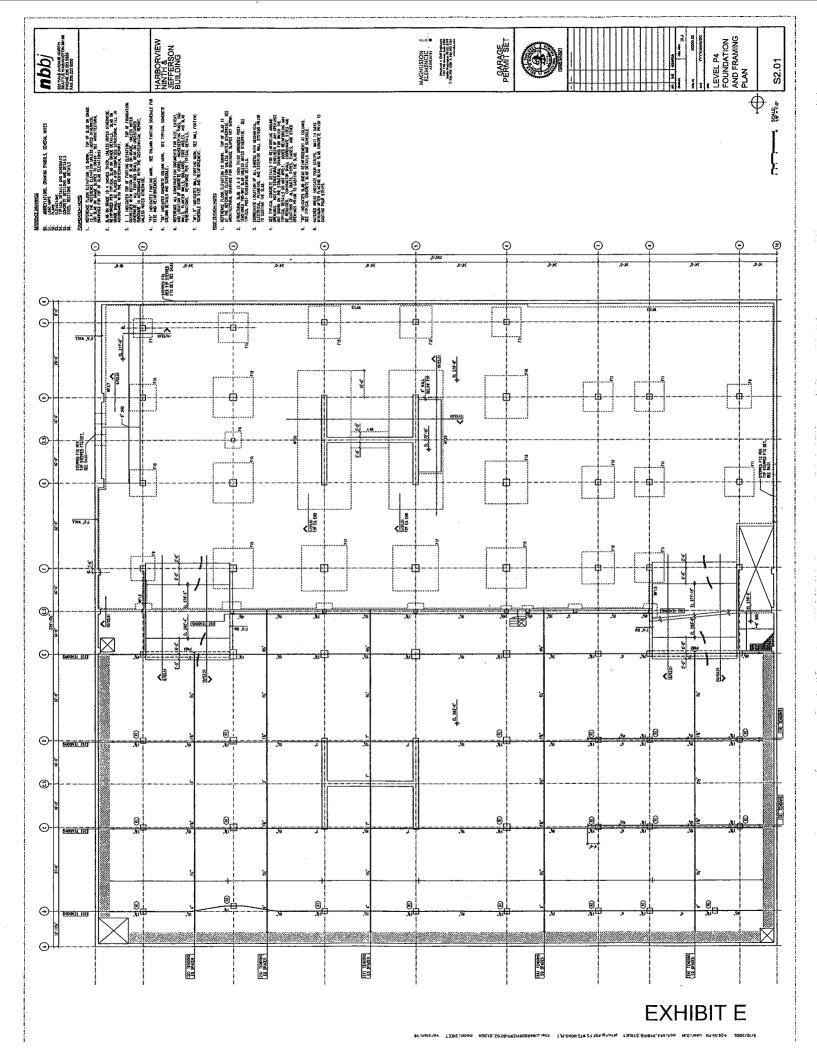


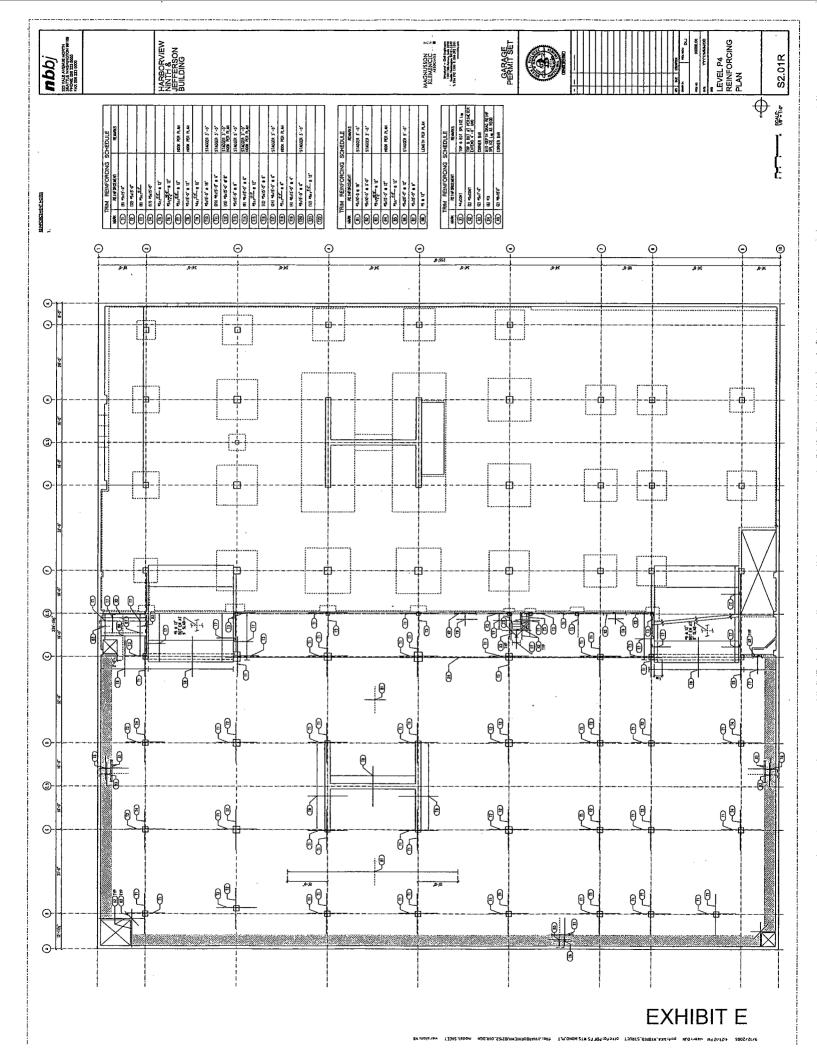


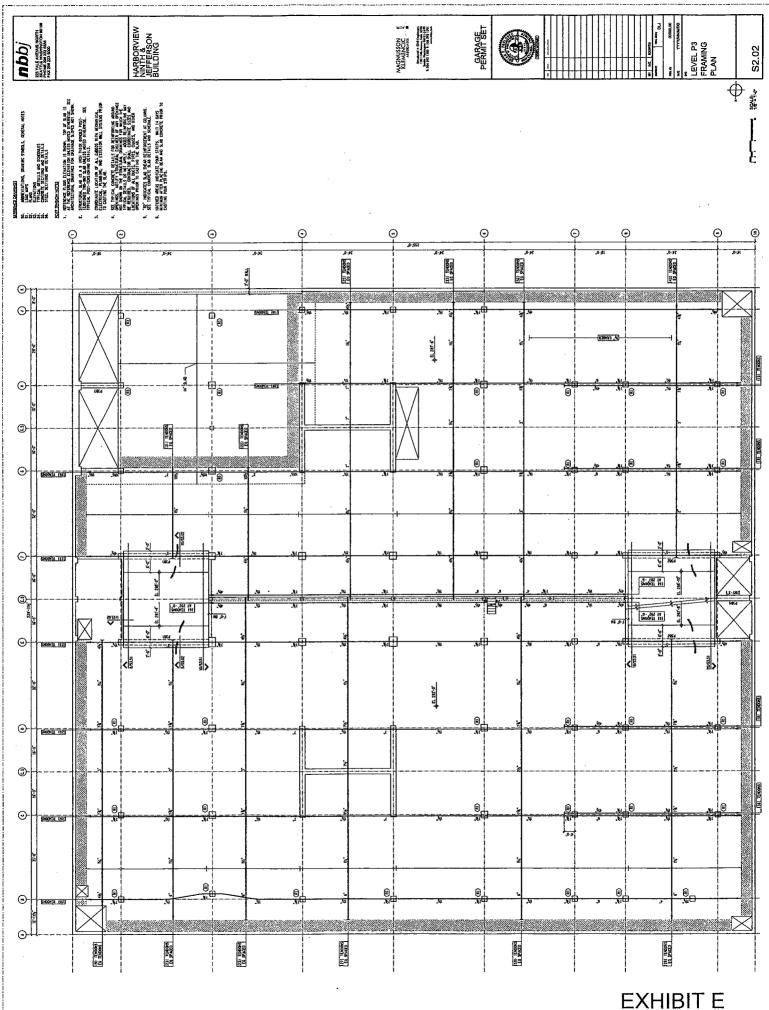


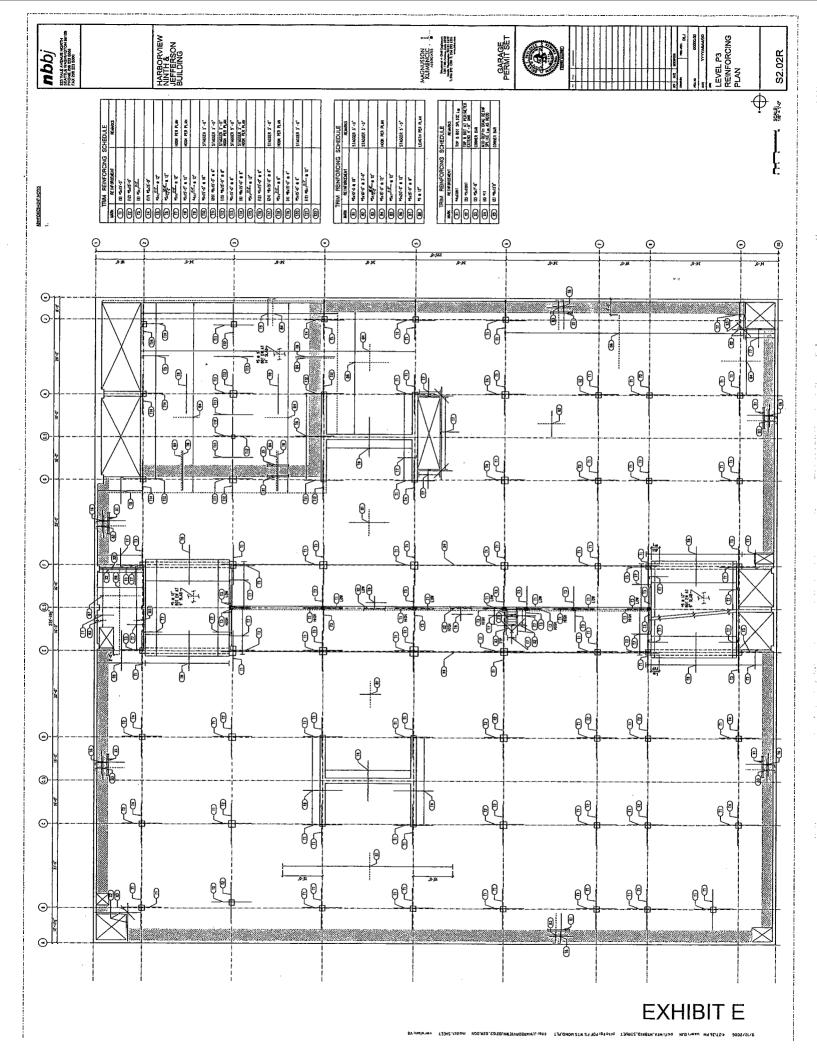


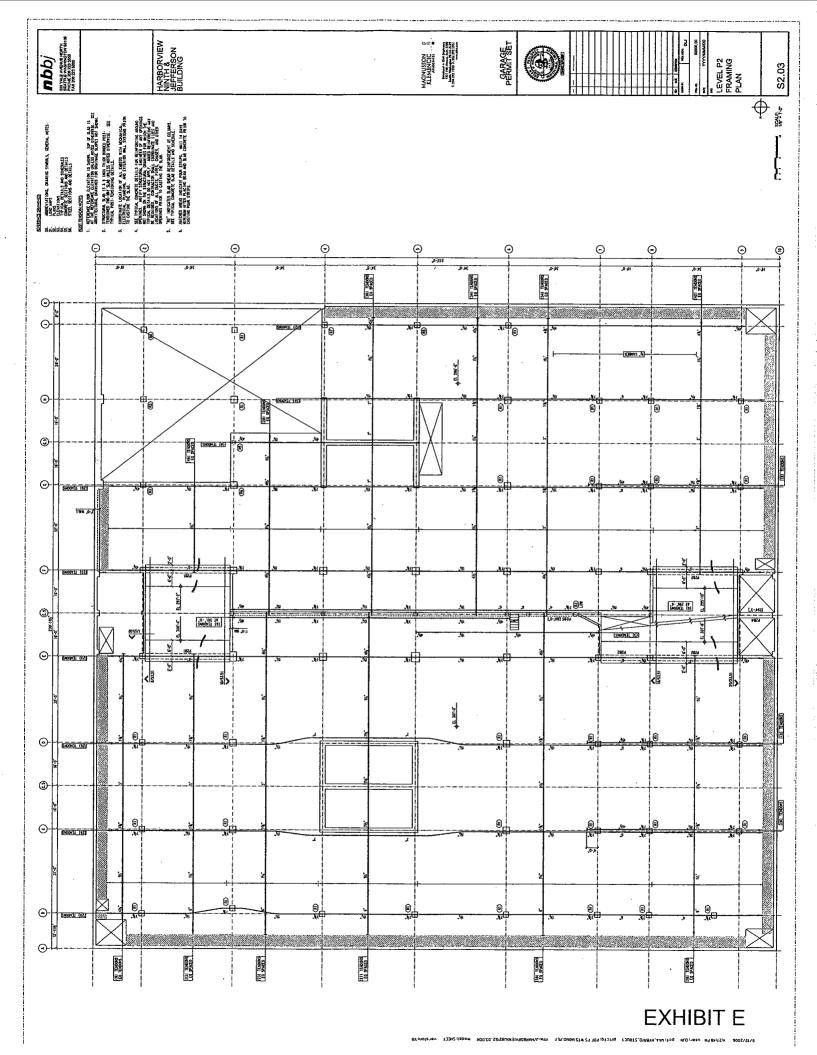


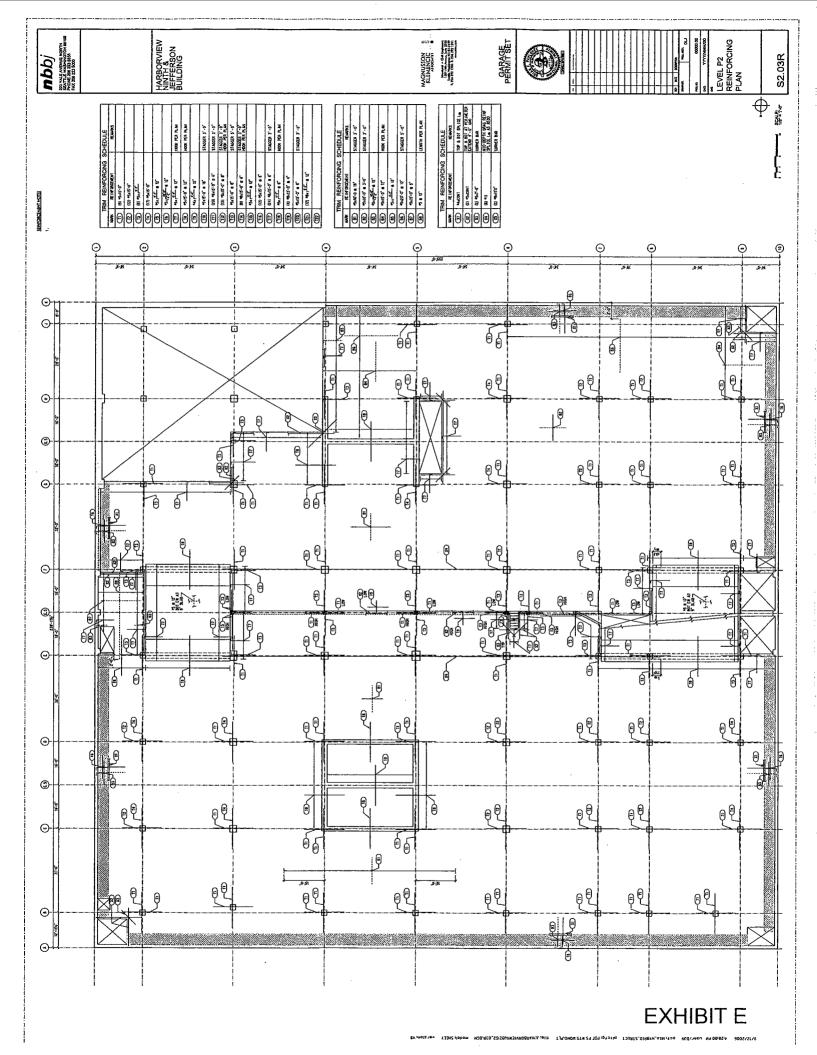


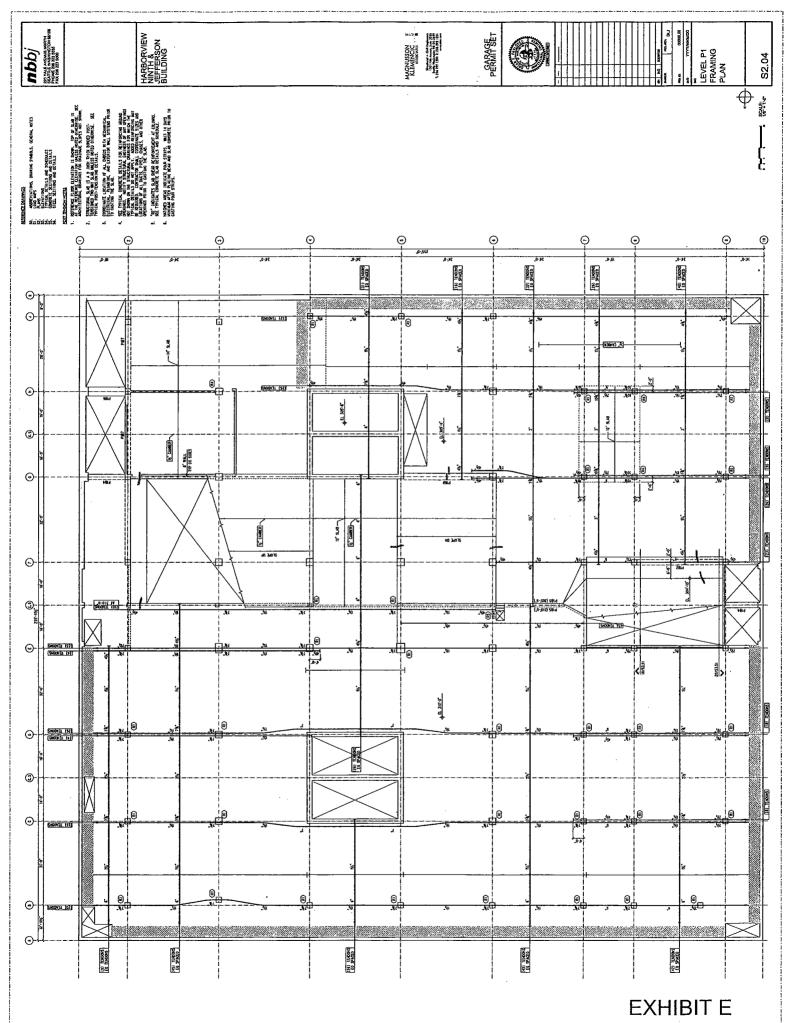




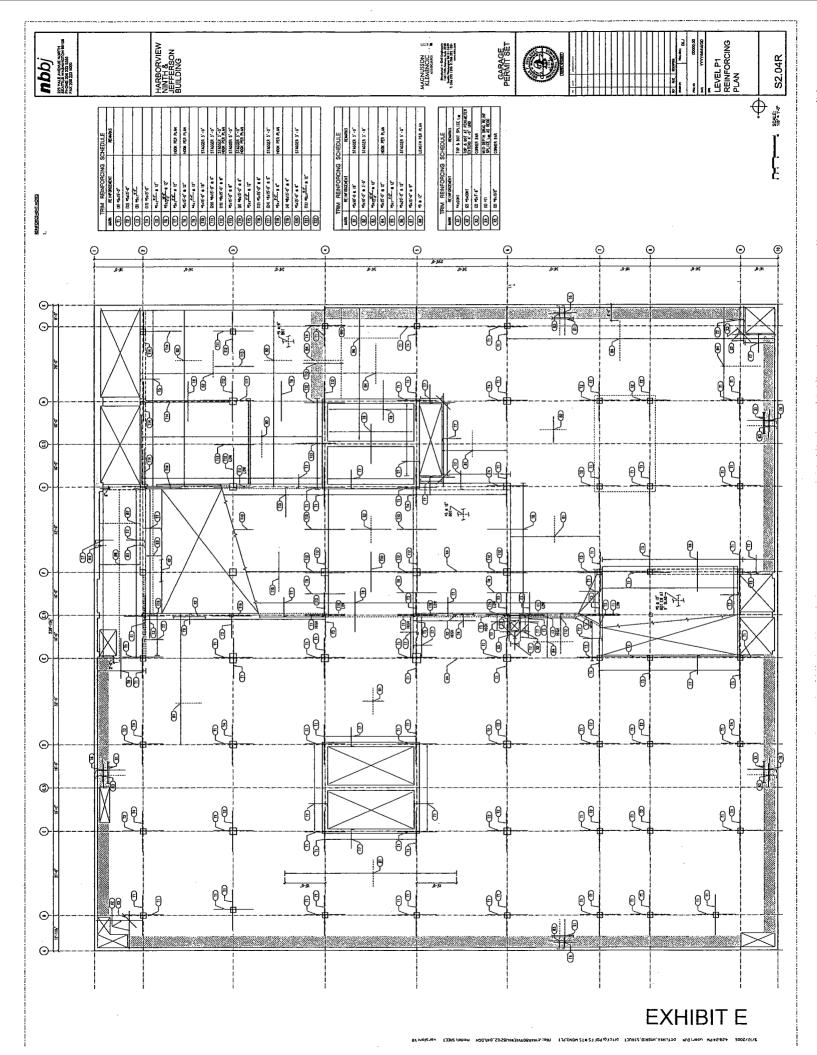


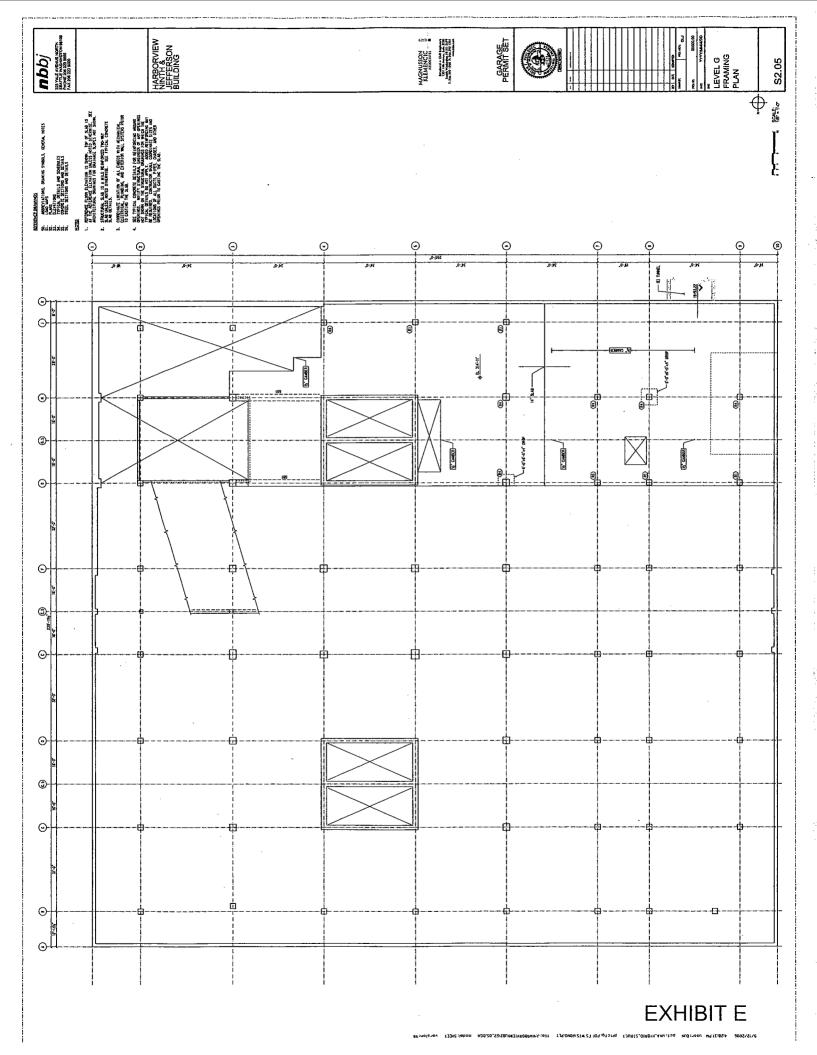


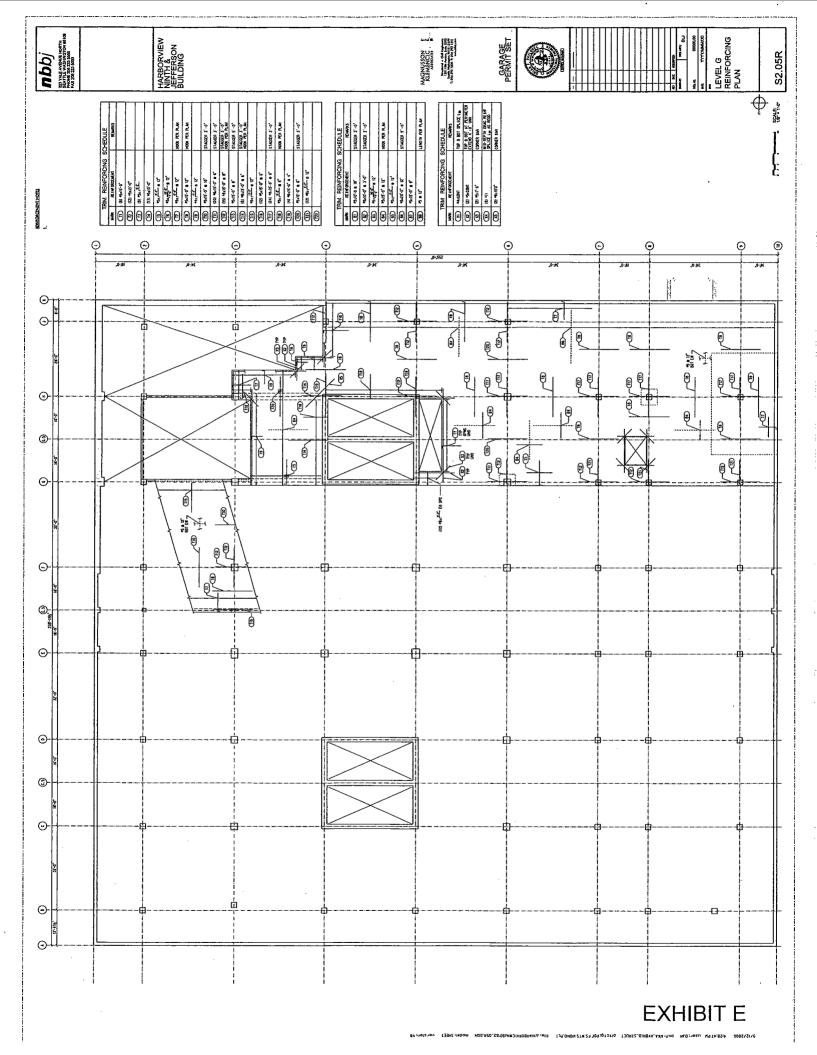


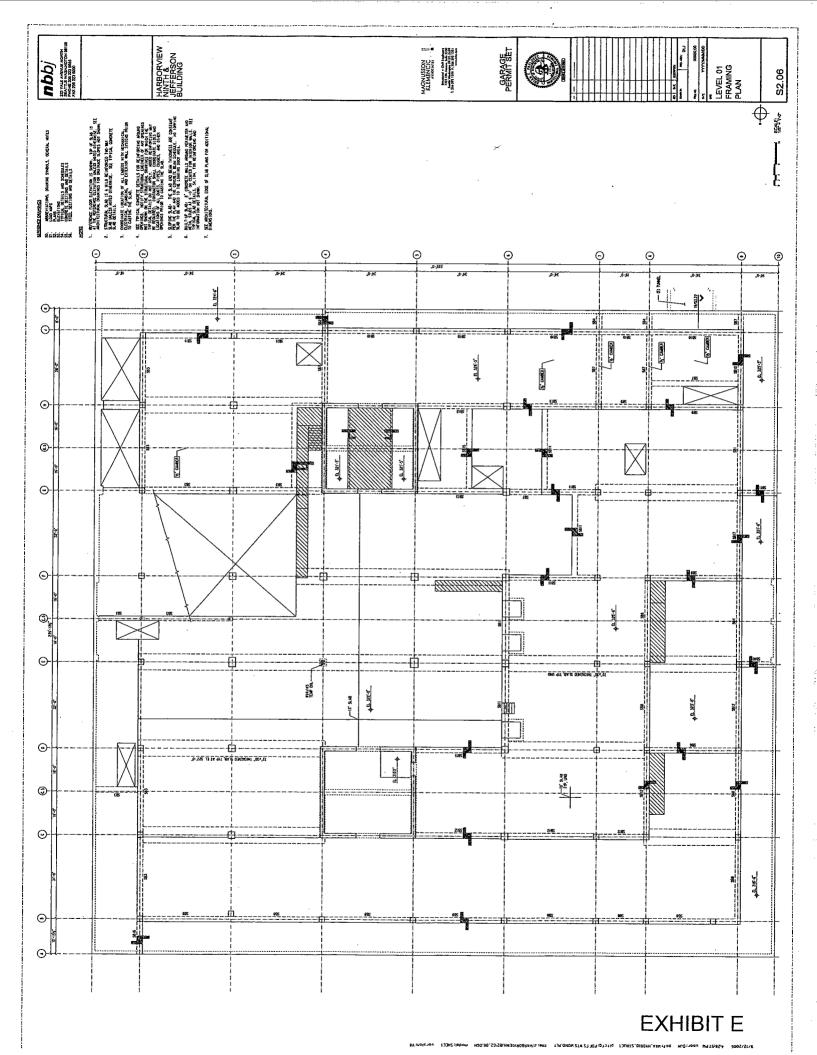


FIGURAN 139K2 (IBDOM H30.AC.S.V.SEKIME)IVROBRAM:L. FINGT TIPCONCULTER 21109: PIDINTZ. GIRBINE, AMI 1104 M.Charaeu und Erissia 2005/SEVE









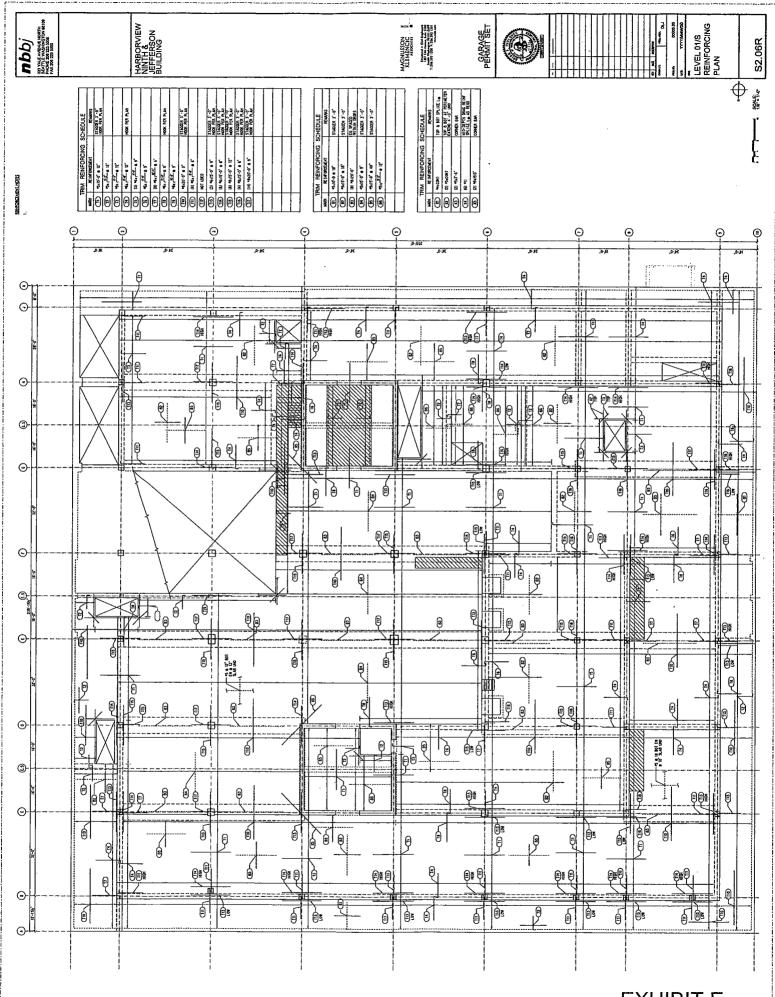
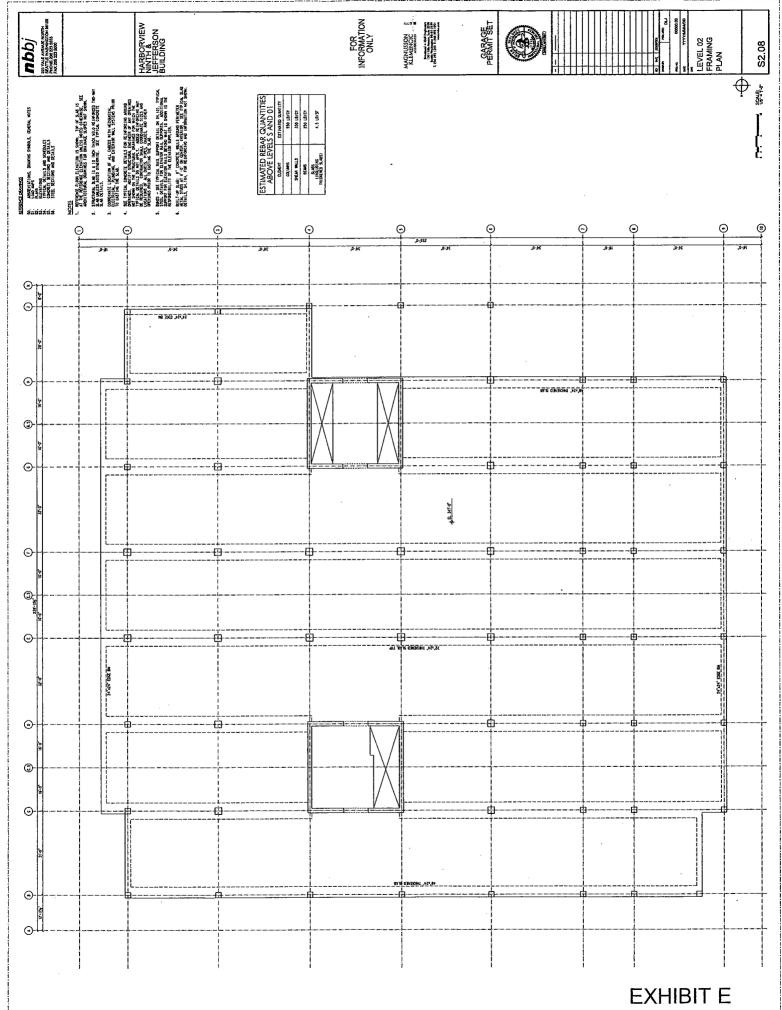
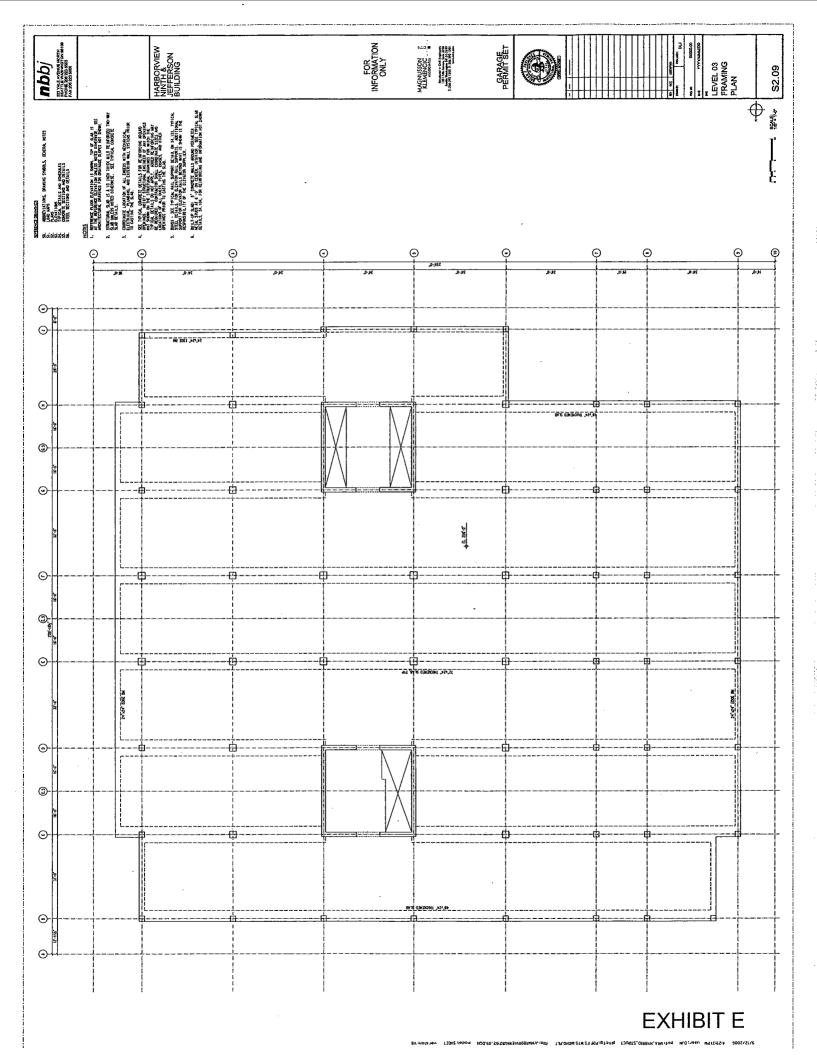
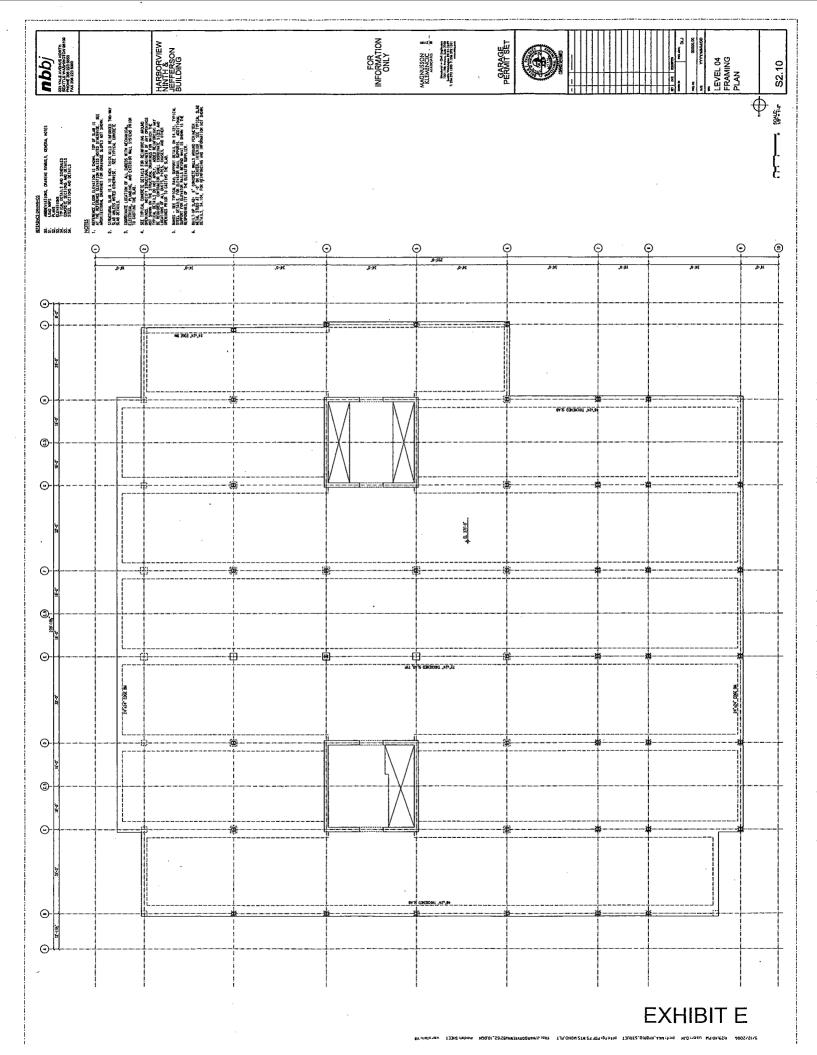


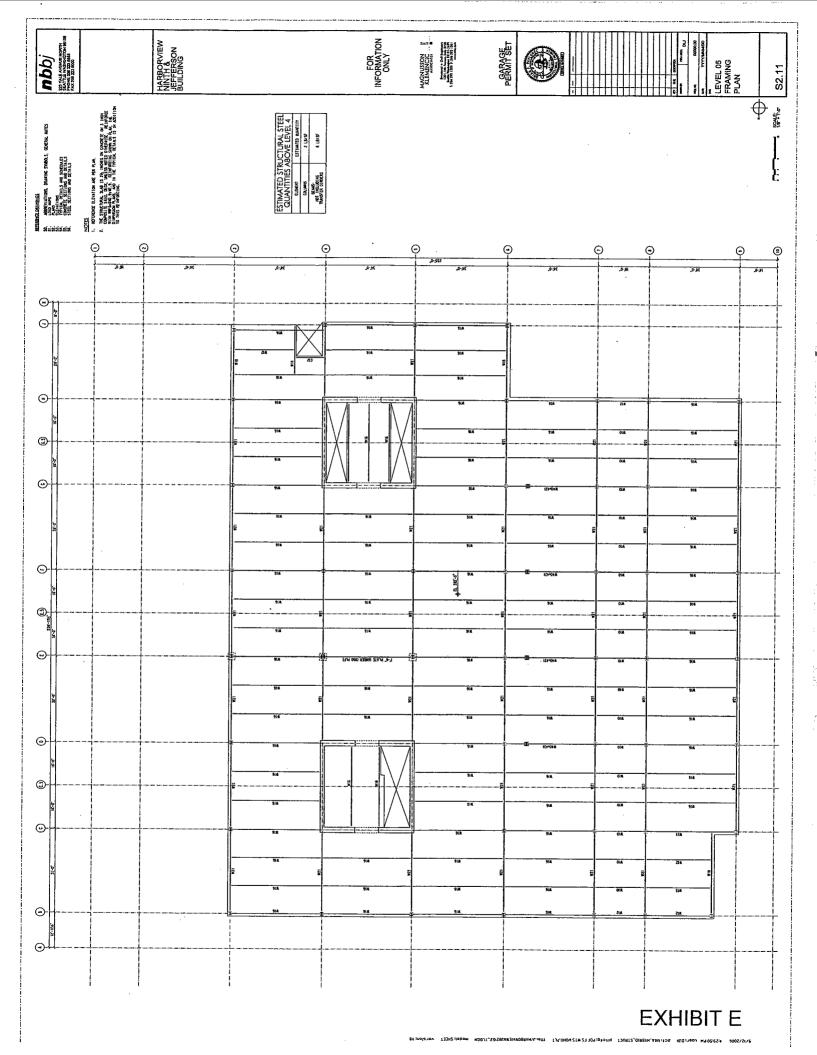
EXHIBIT E

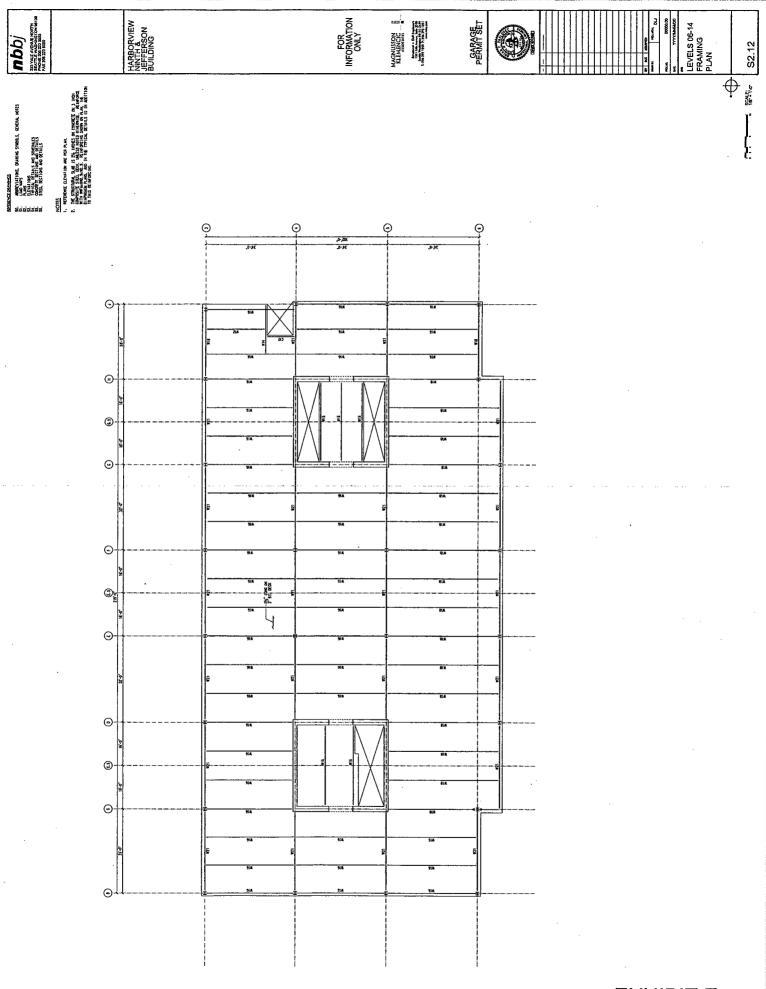


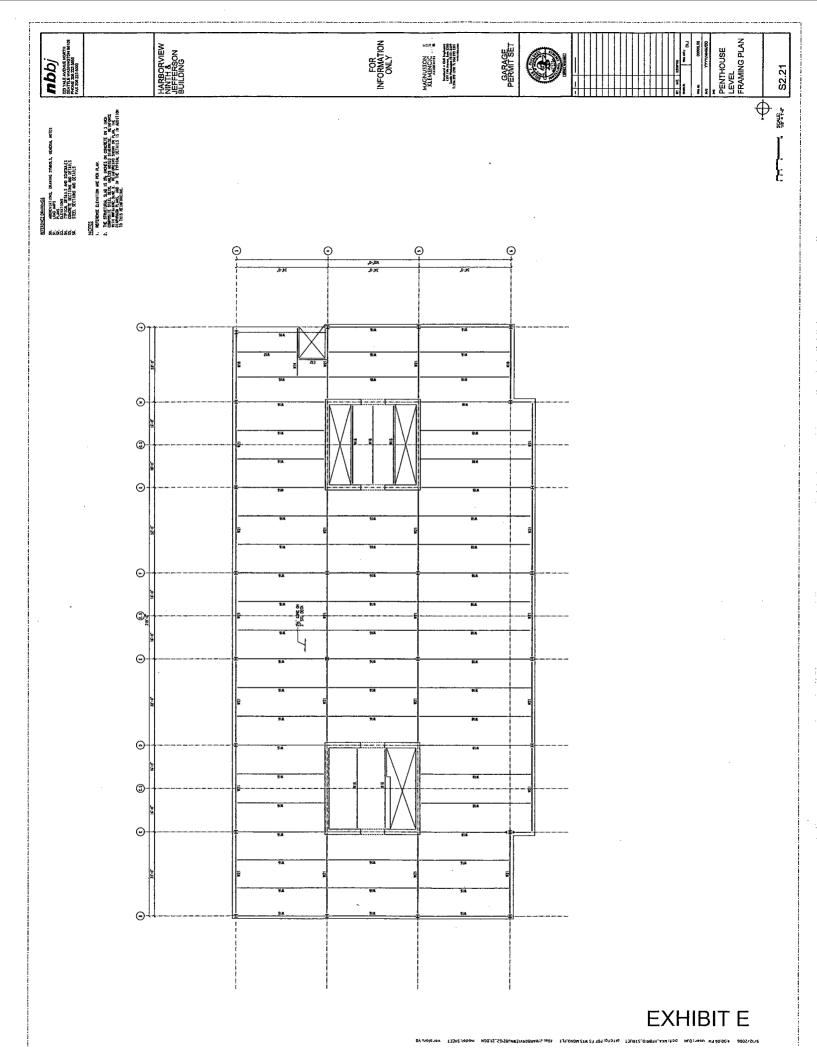
AND CASES IN TRACEOUS PRINCIPLE PRINCIPLE STATES AND AND STATES AND AND STATES AND STATE

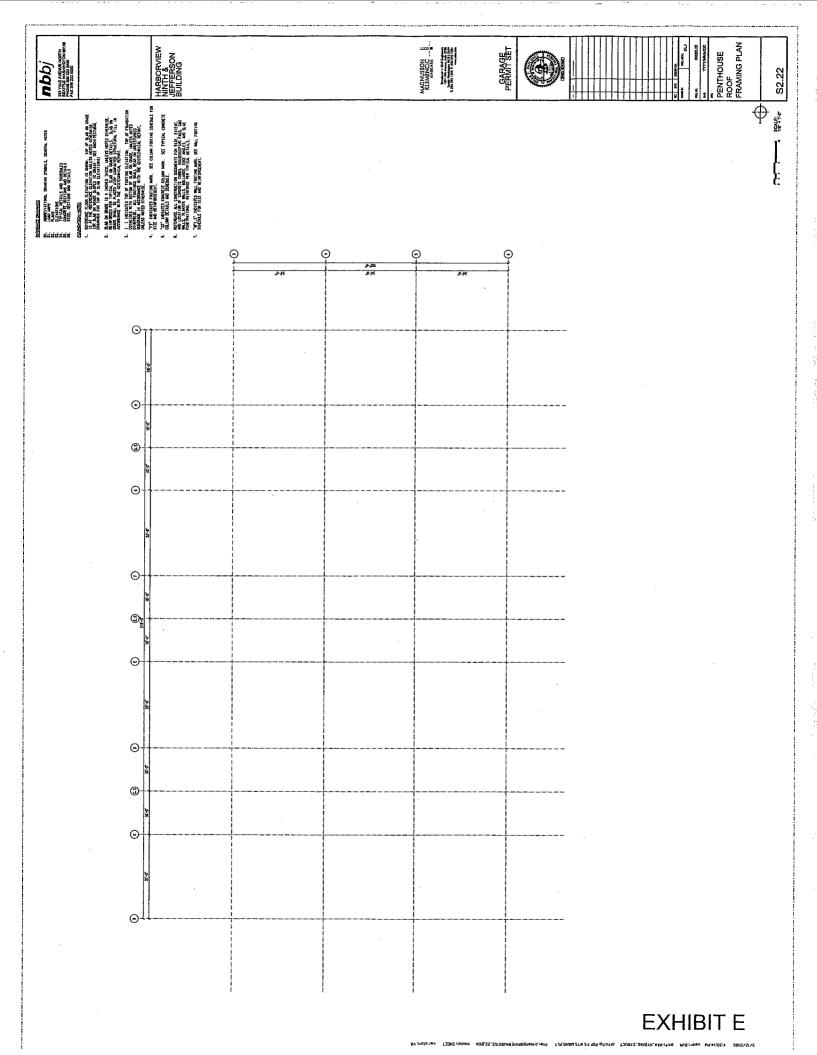


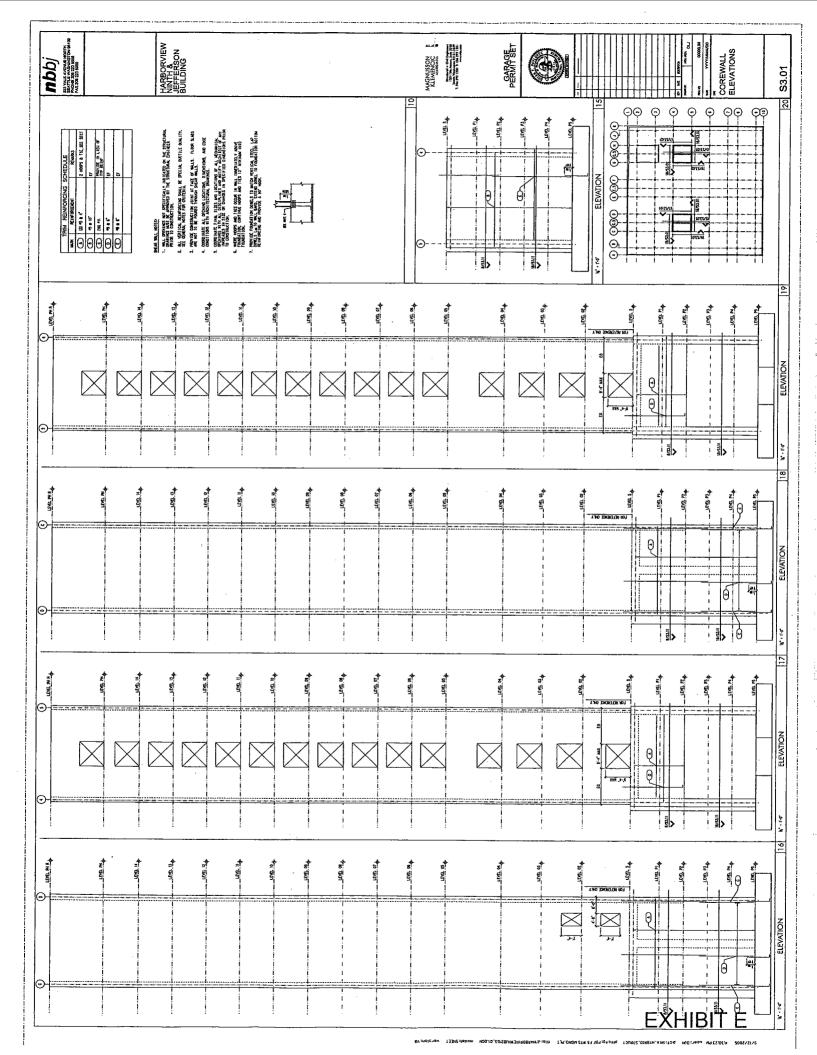


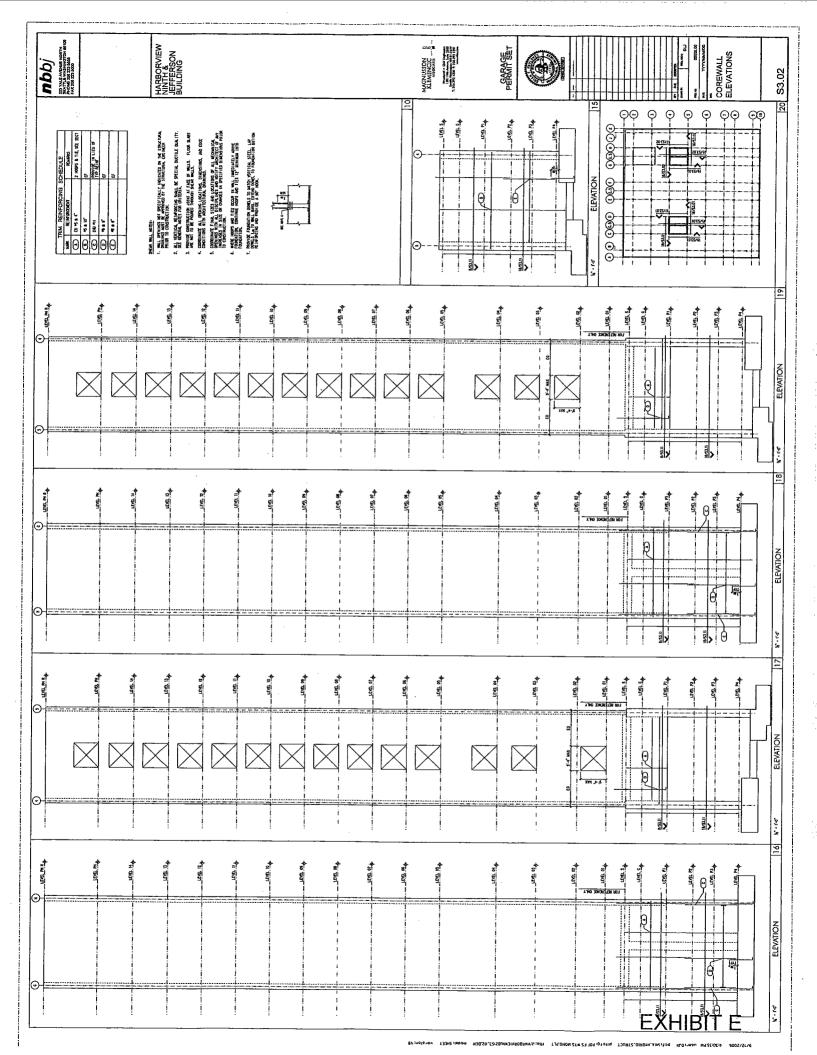


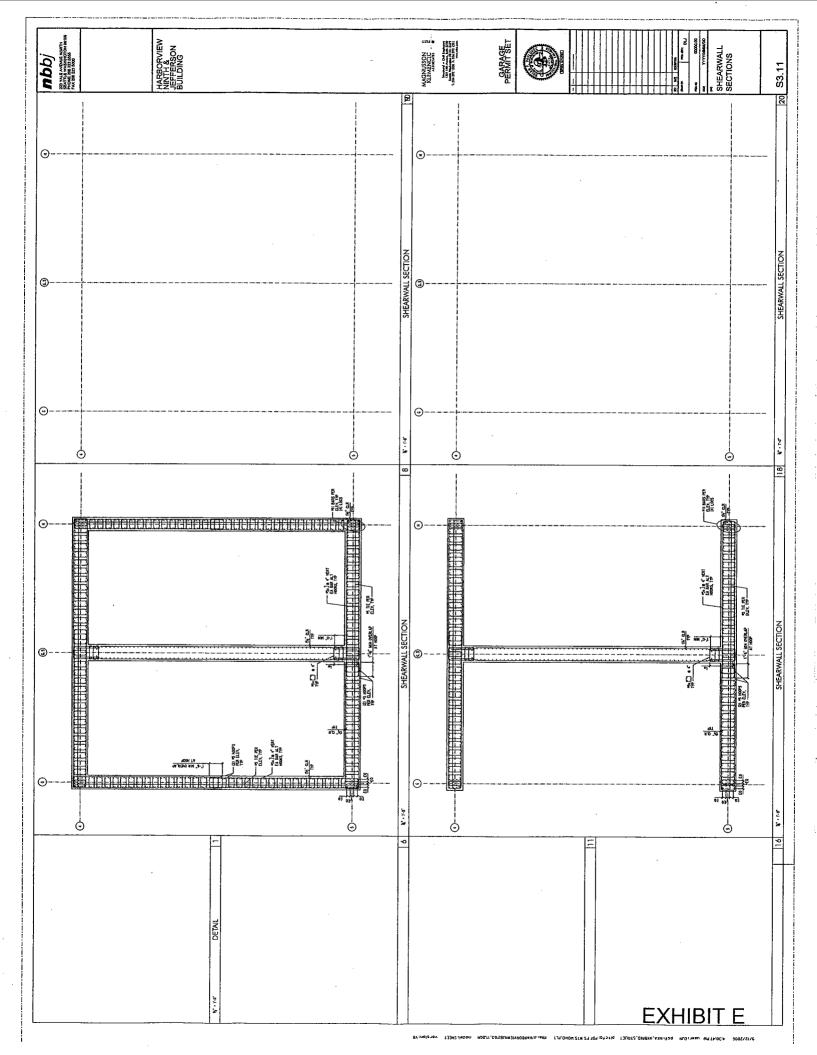


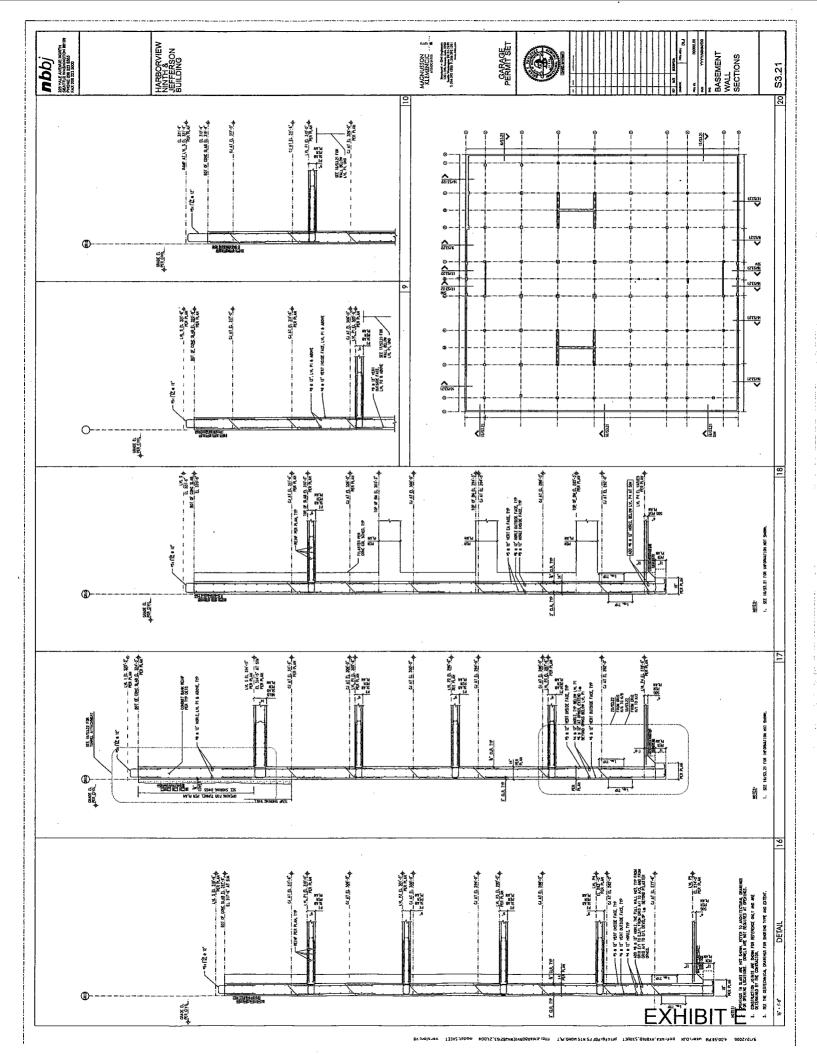


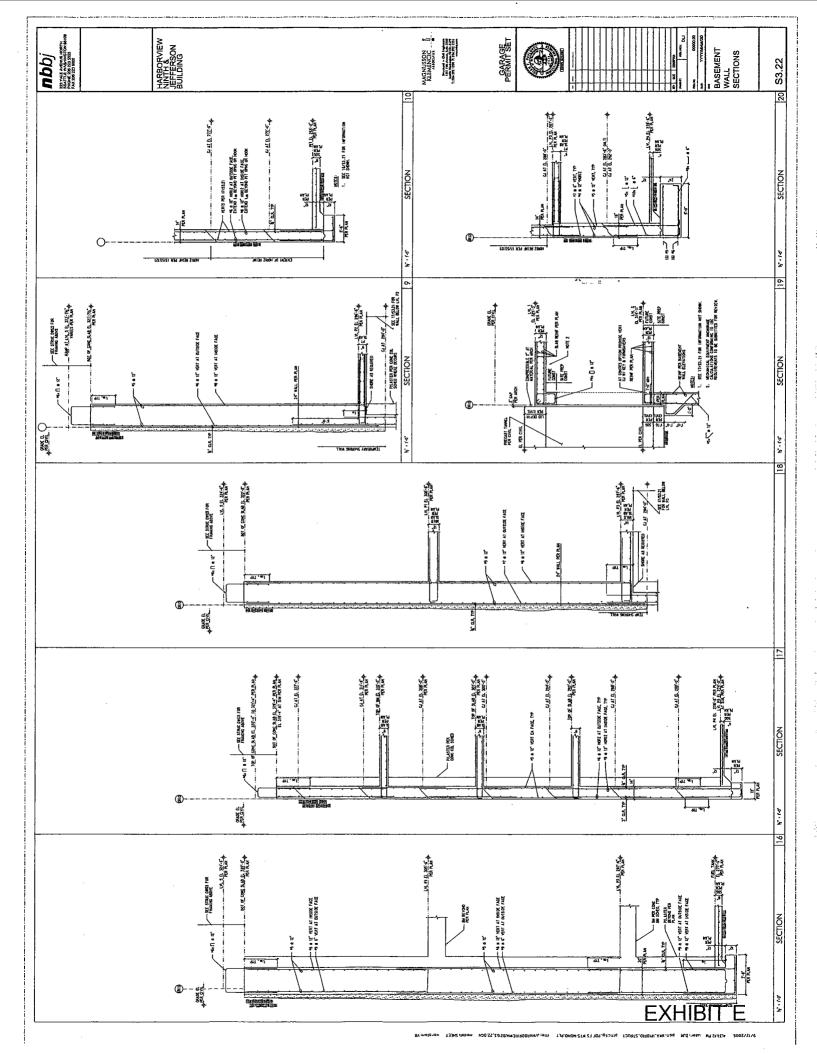


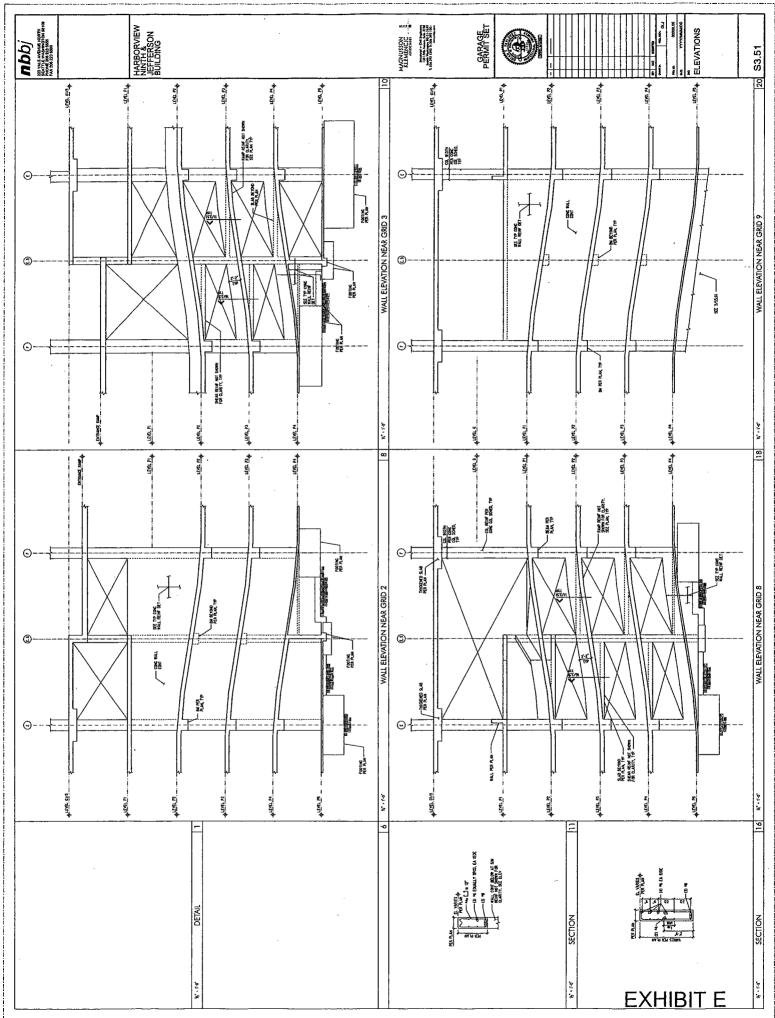


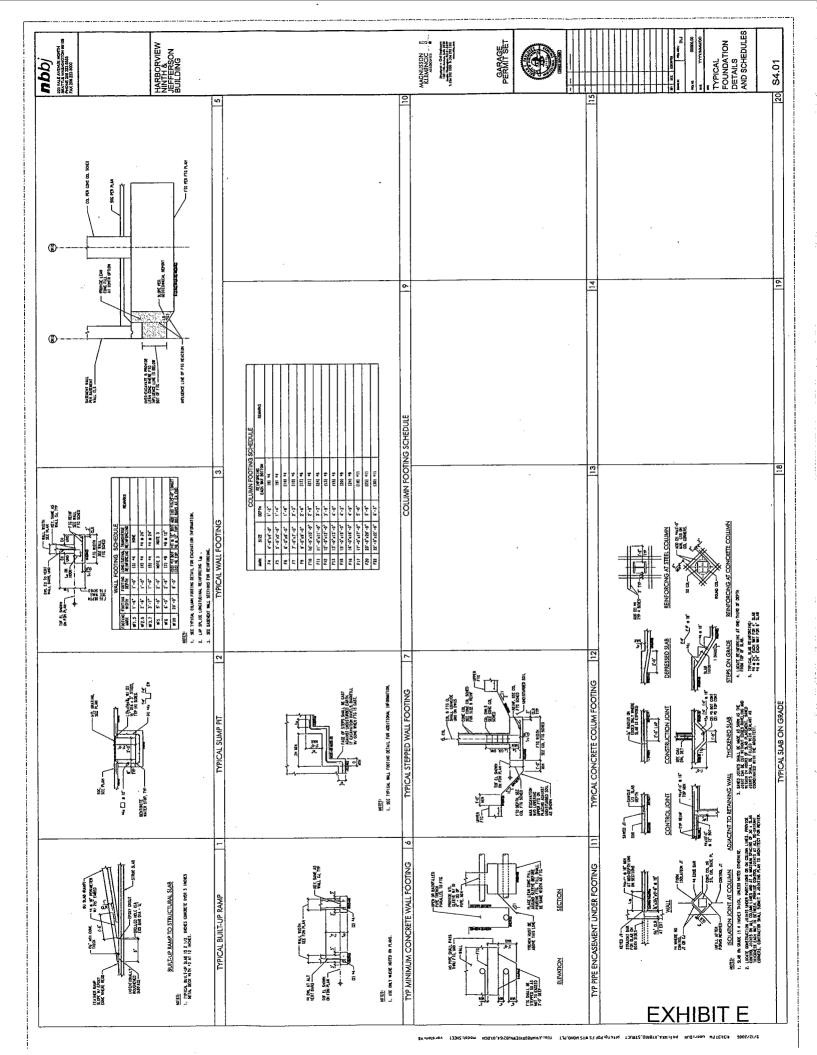


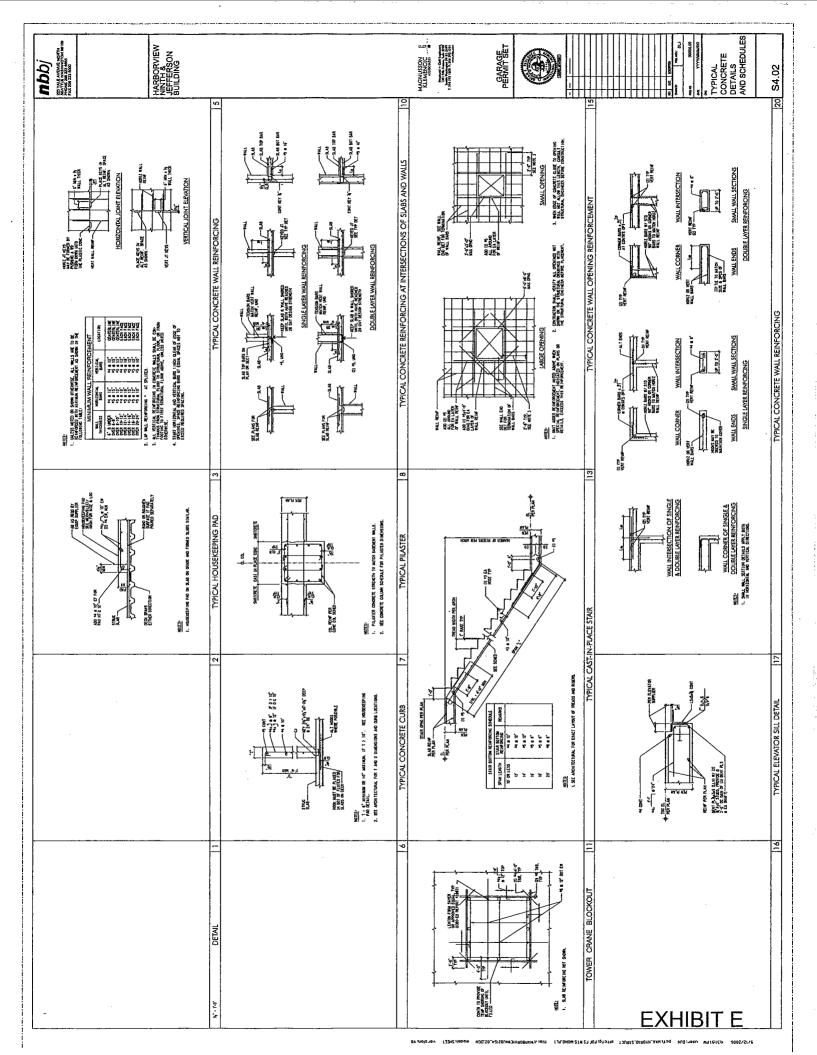


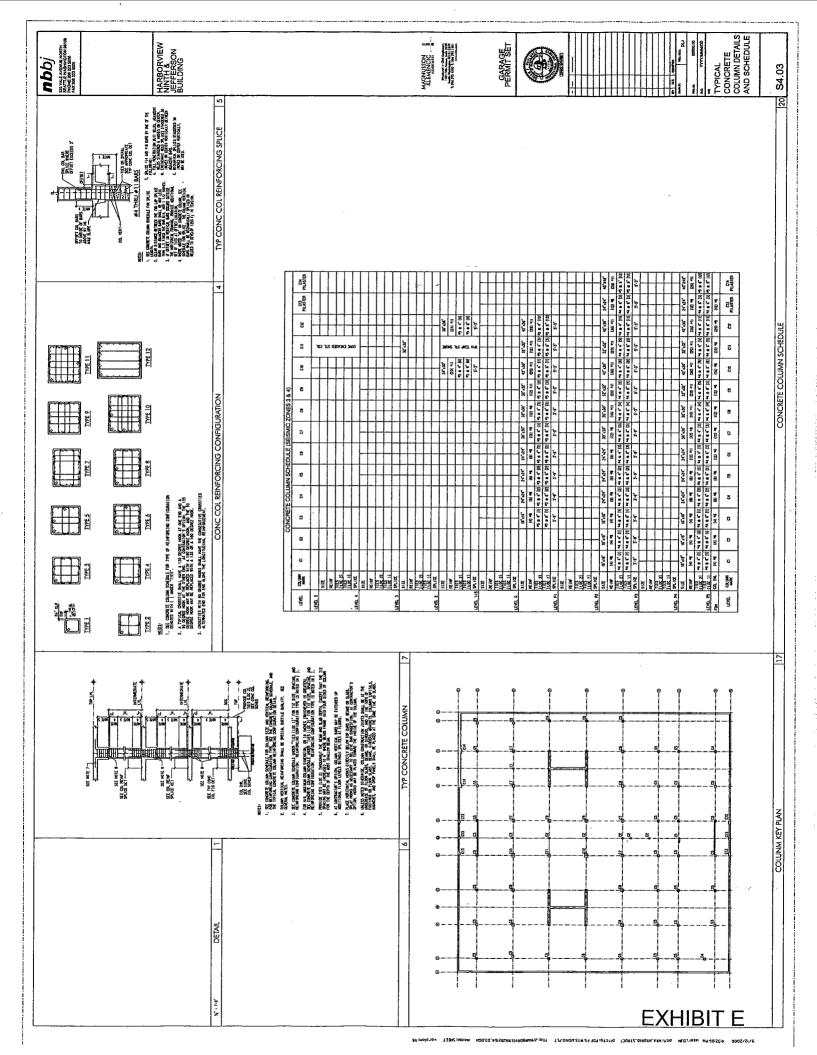


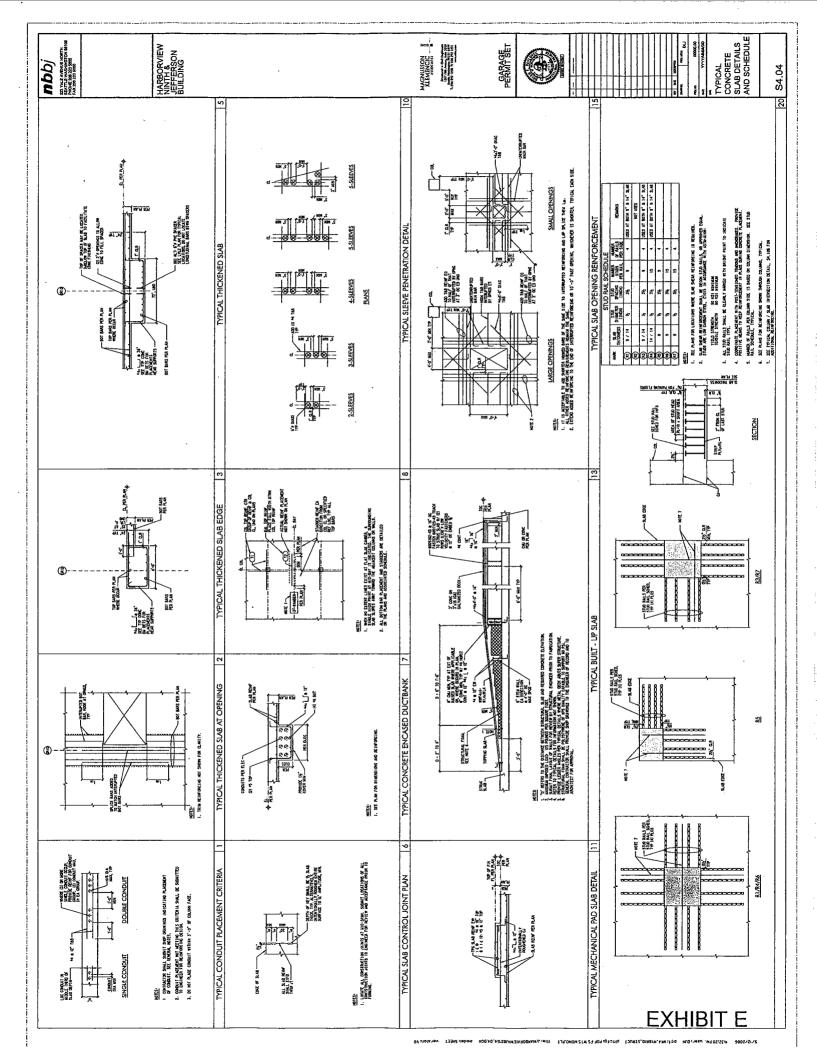


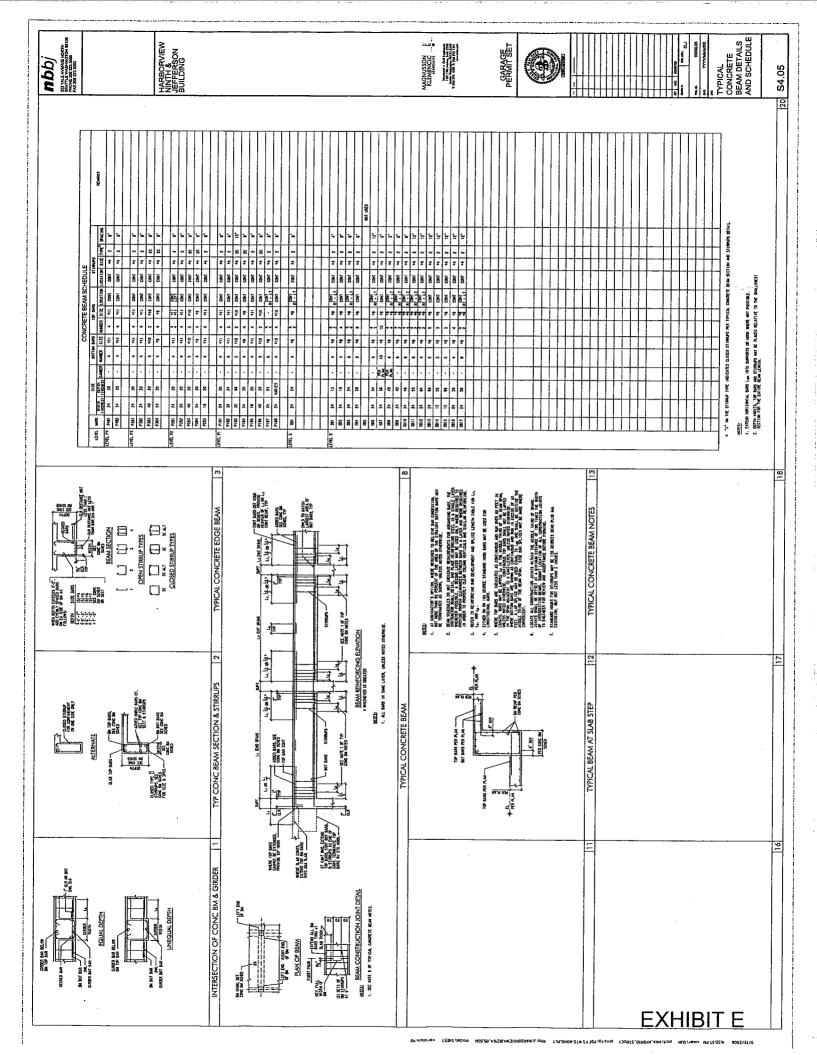


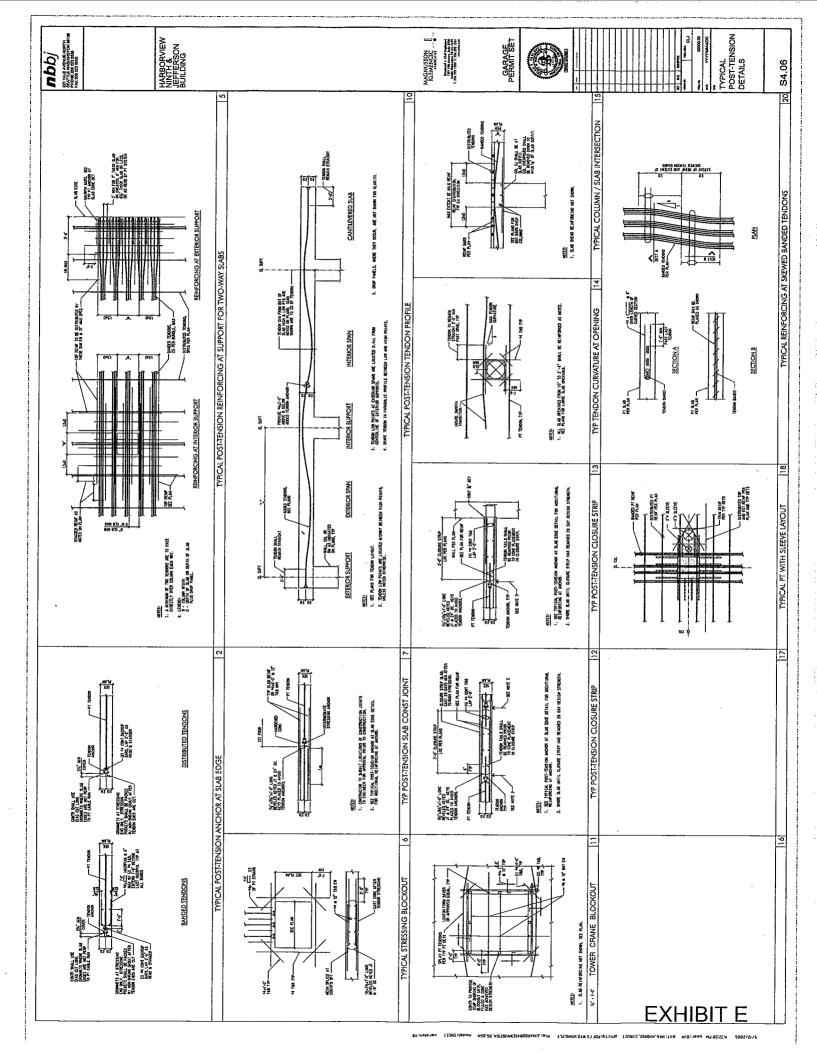


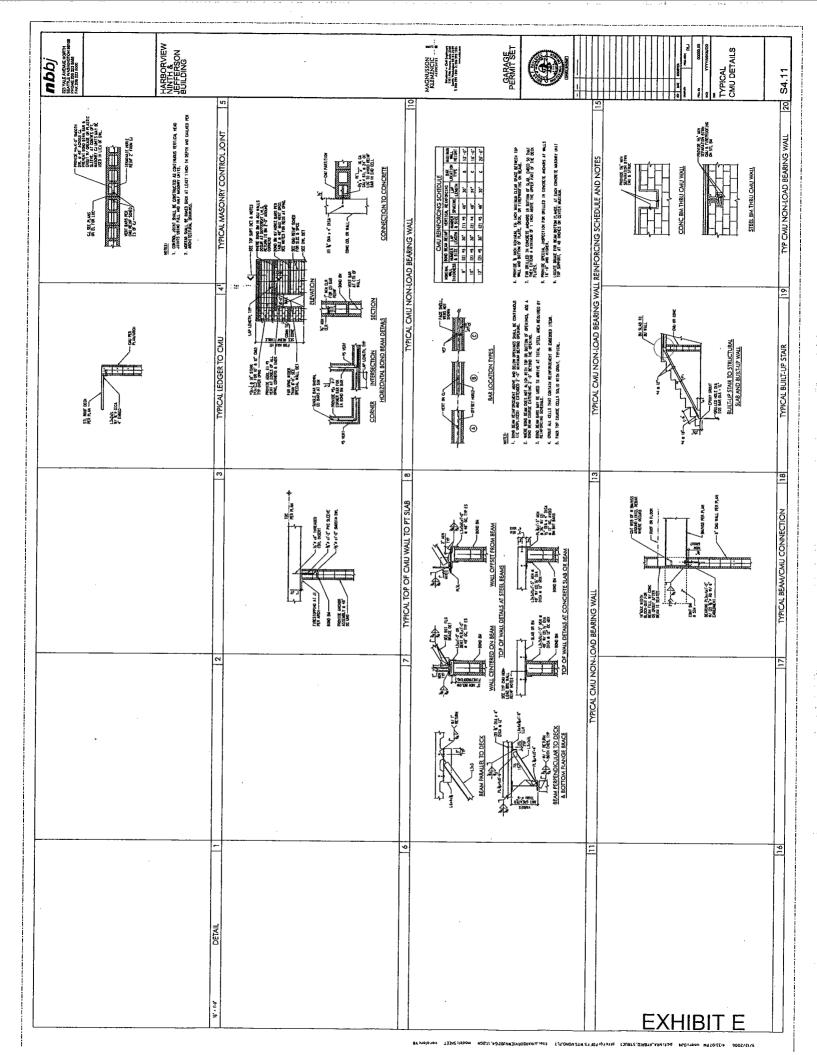


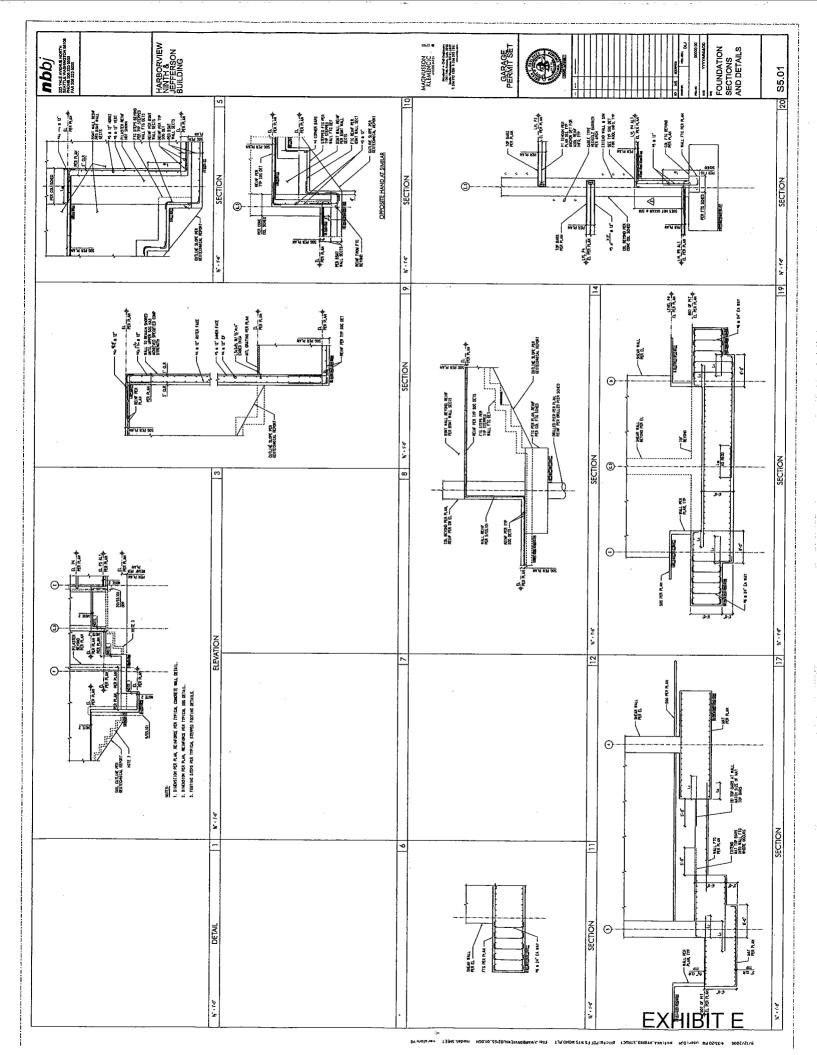


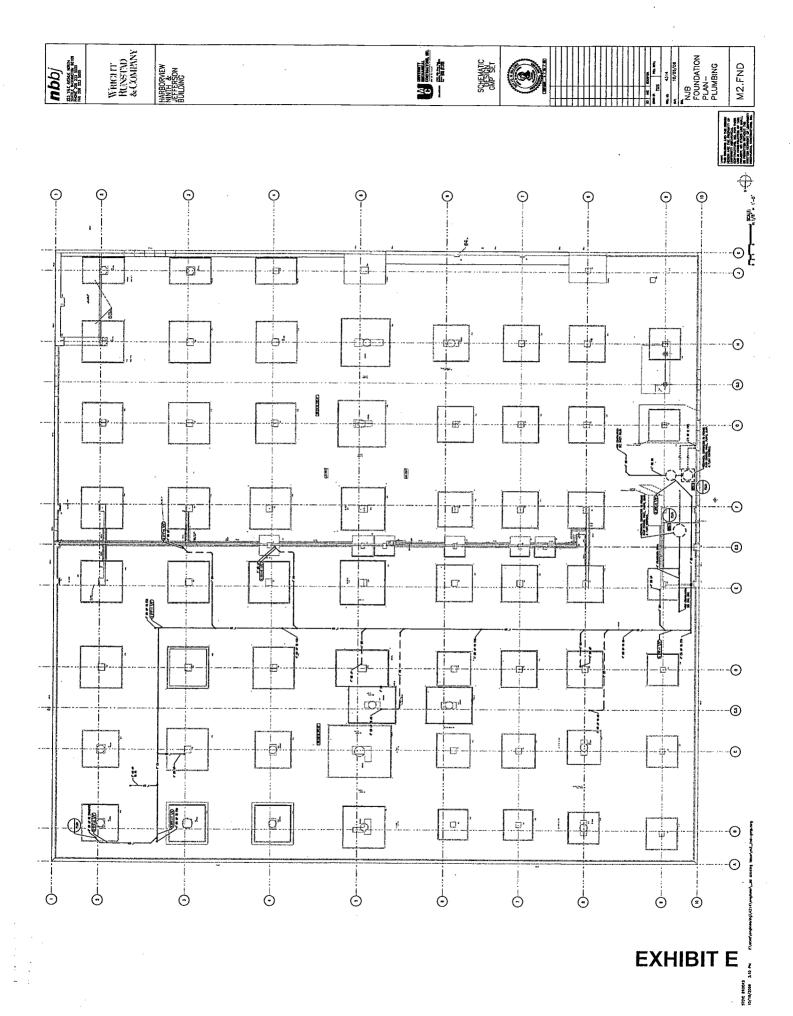


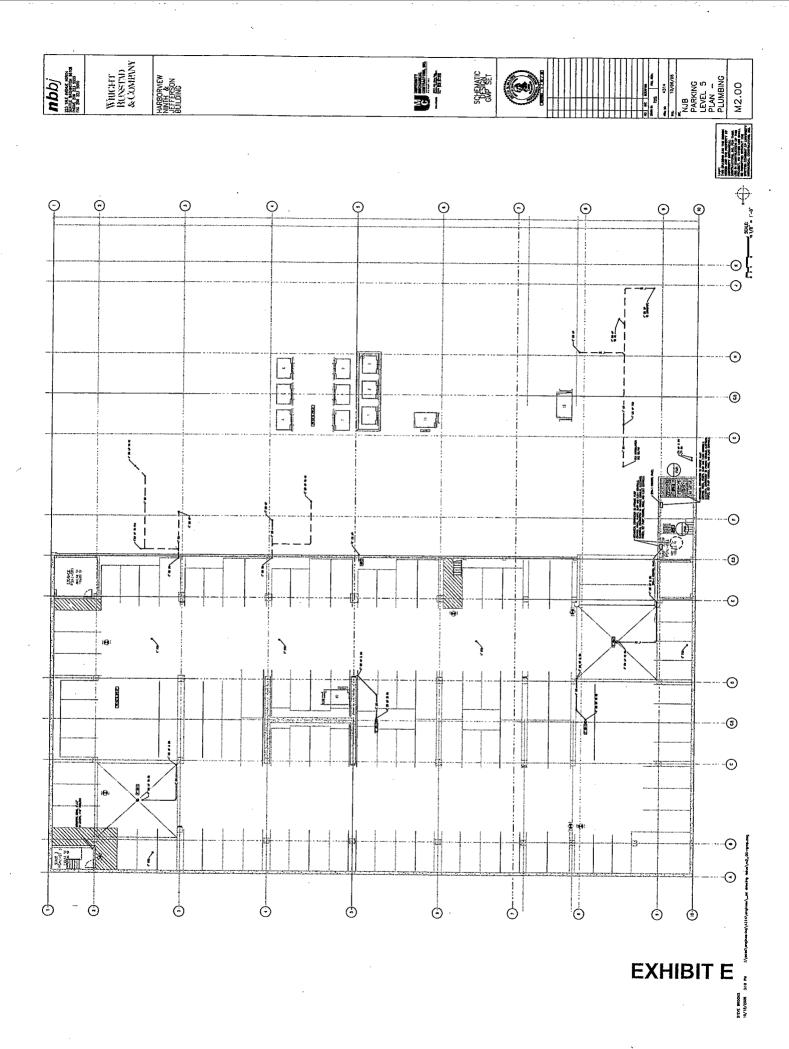


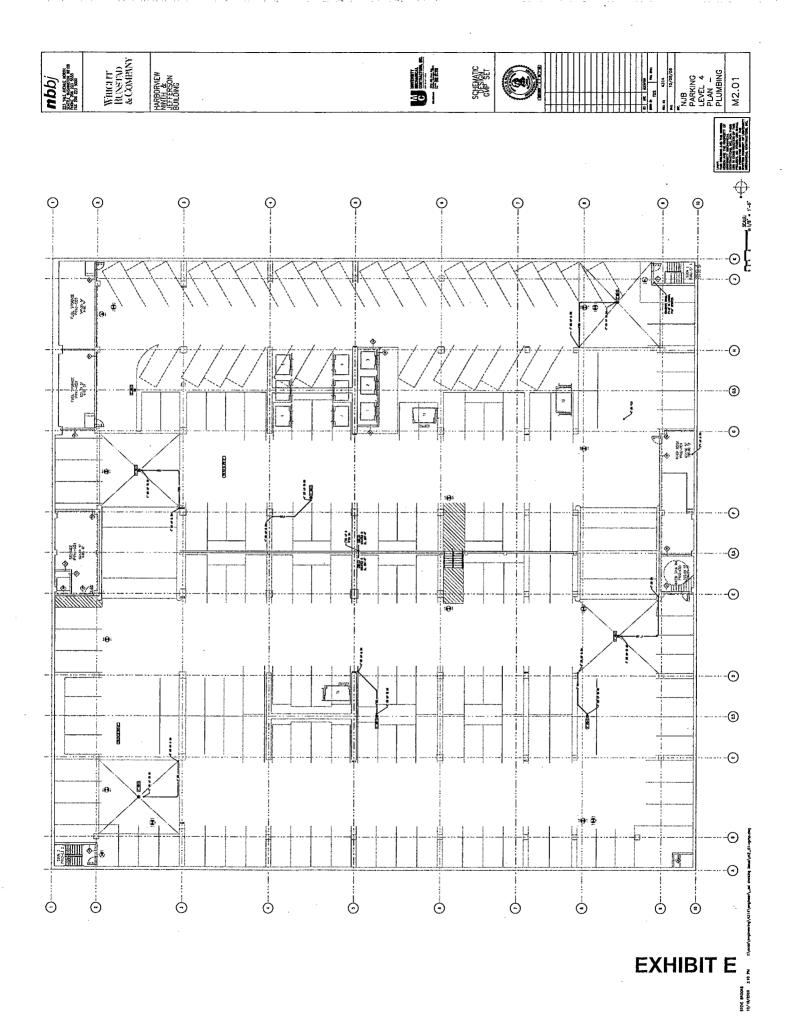


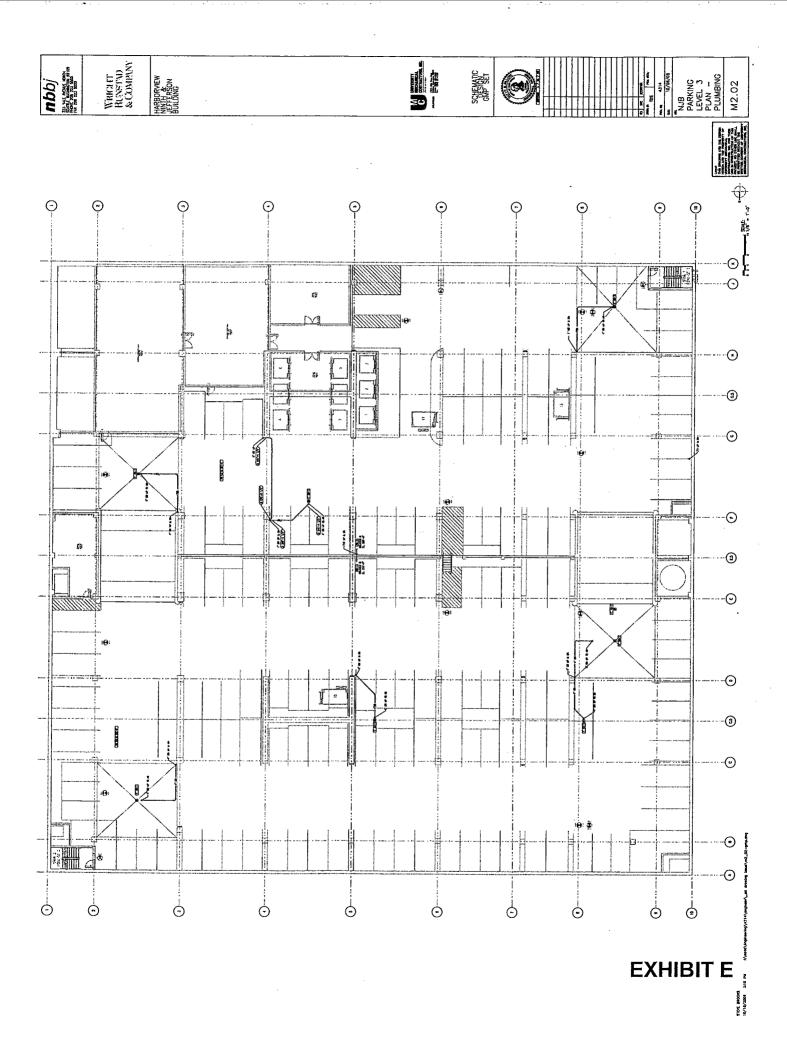


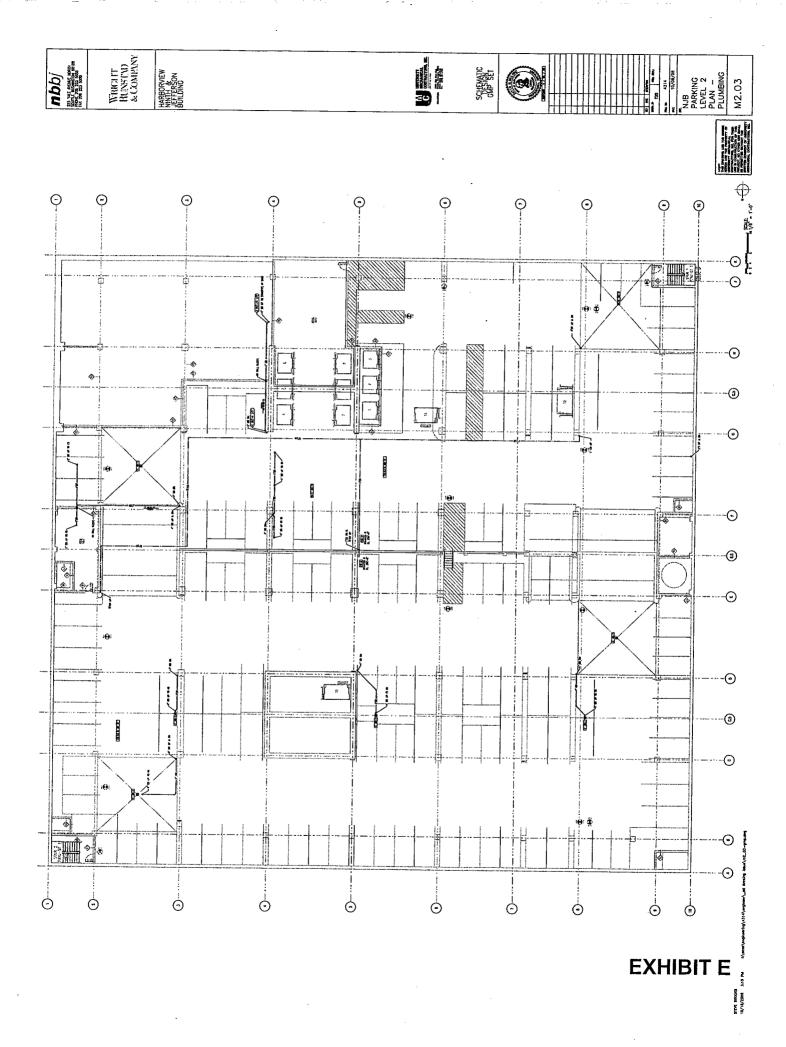


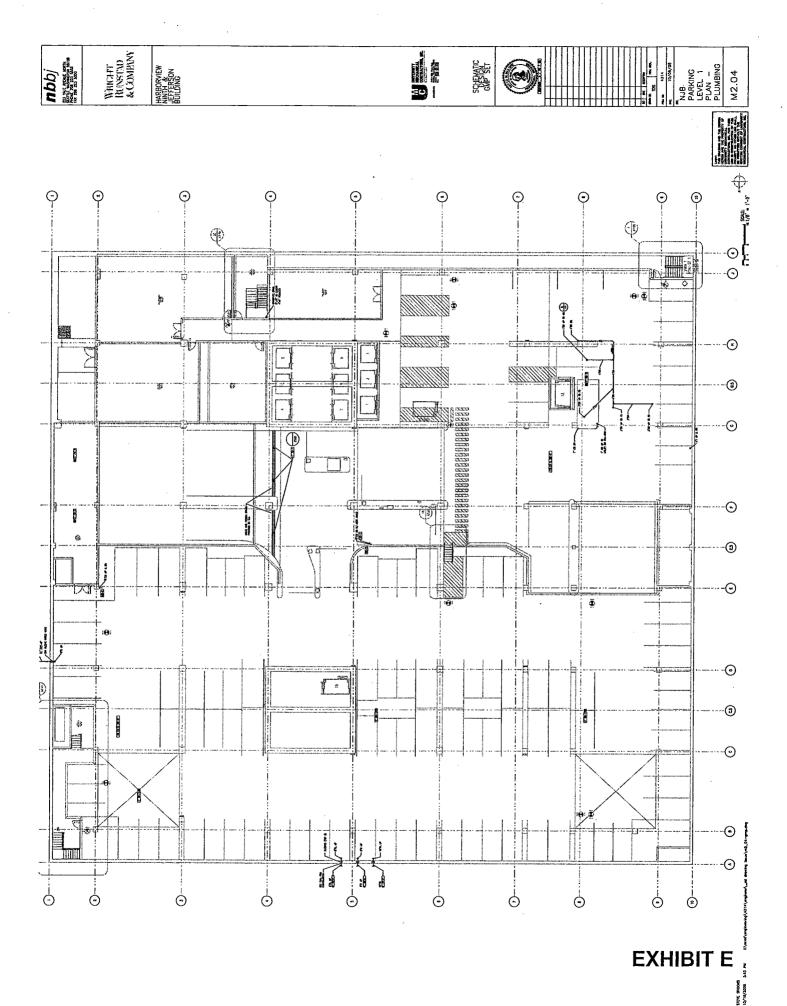


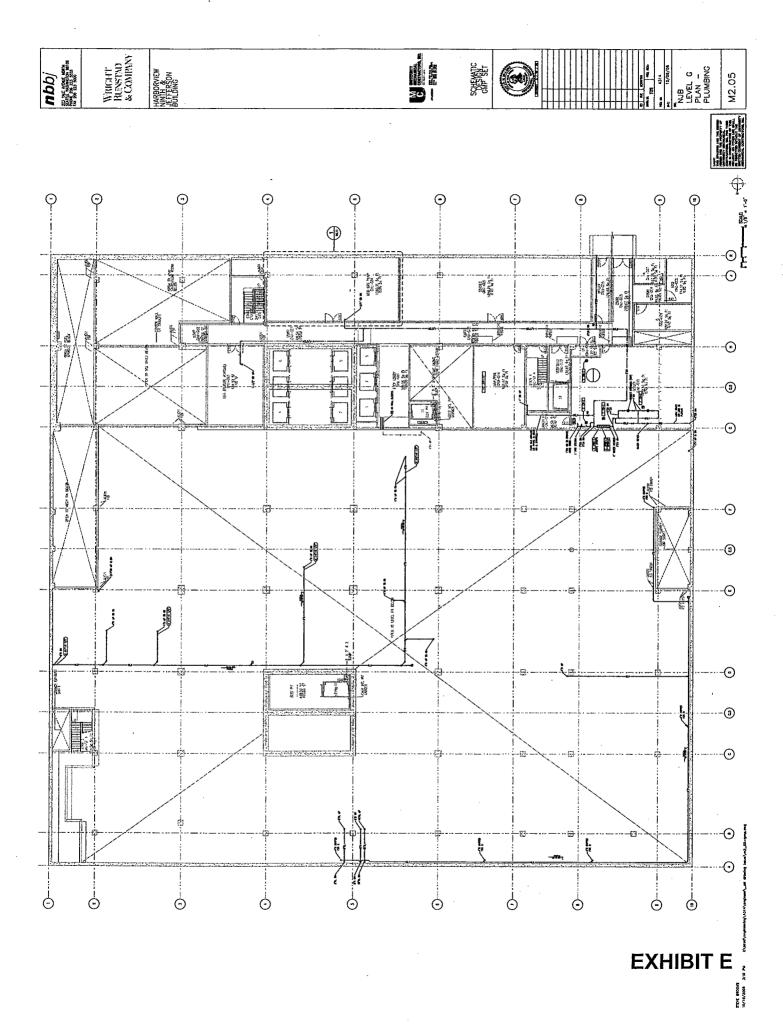


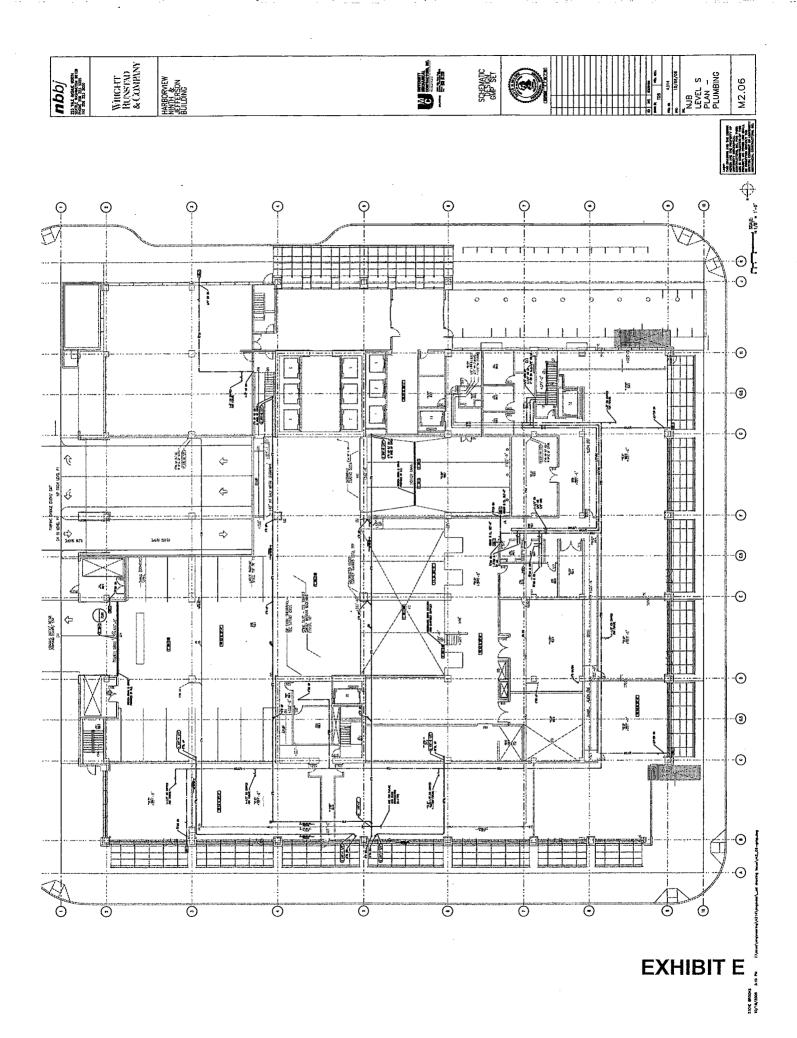


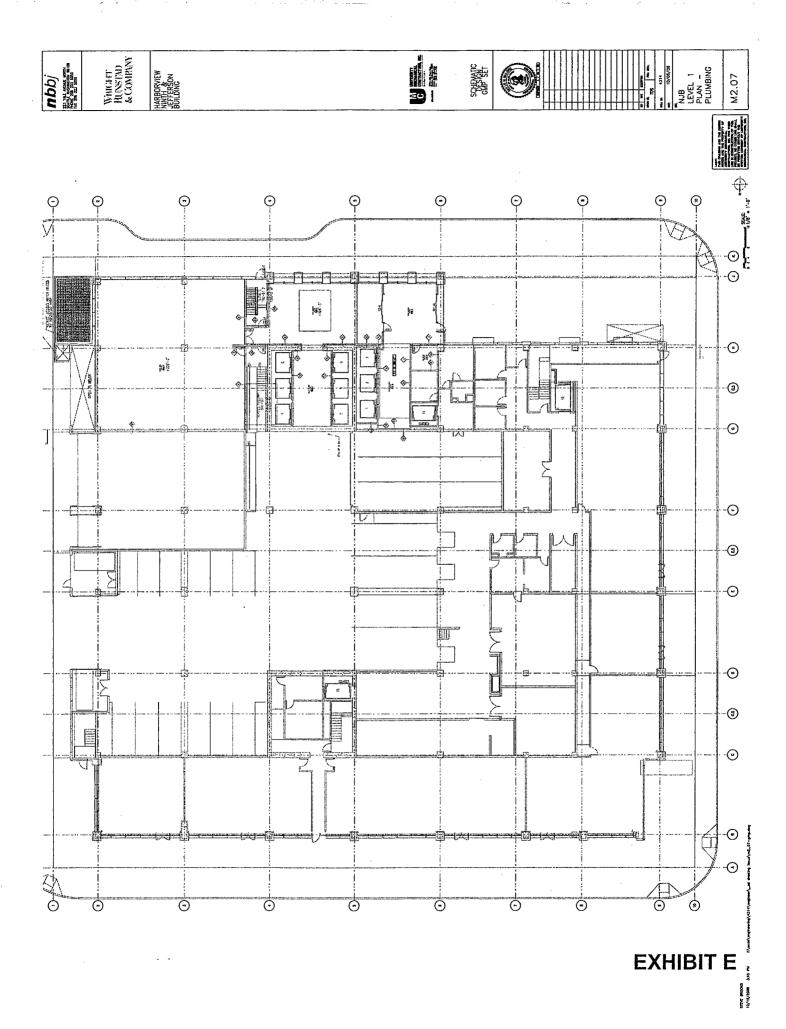


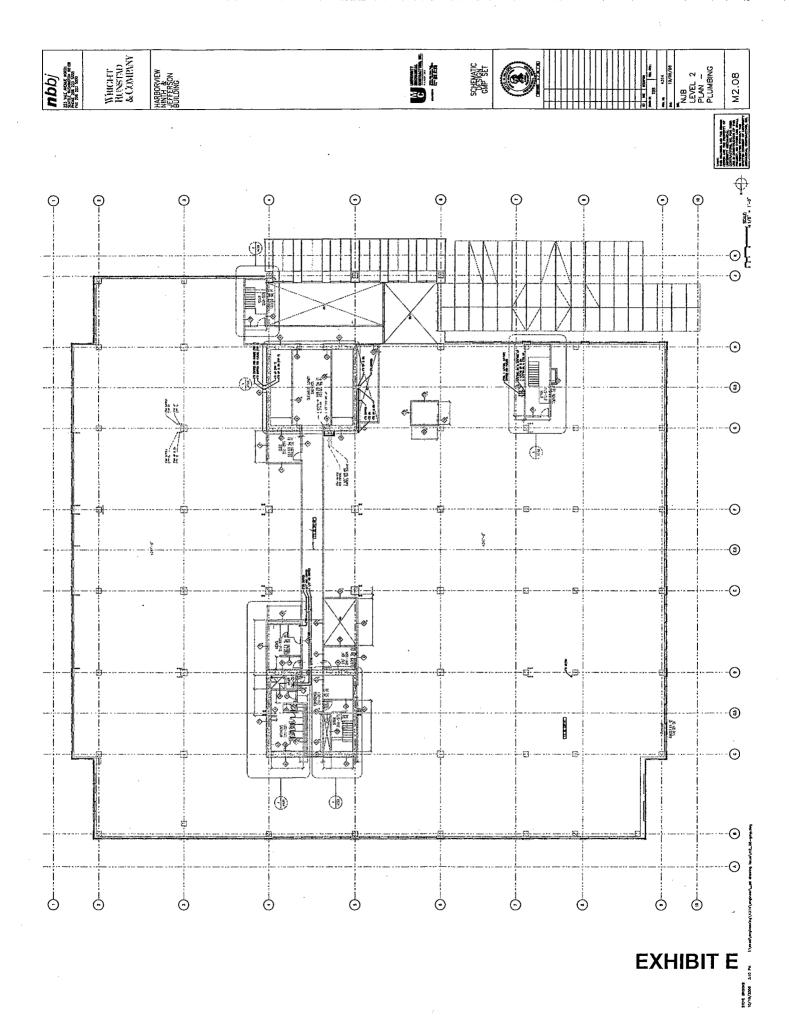


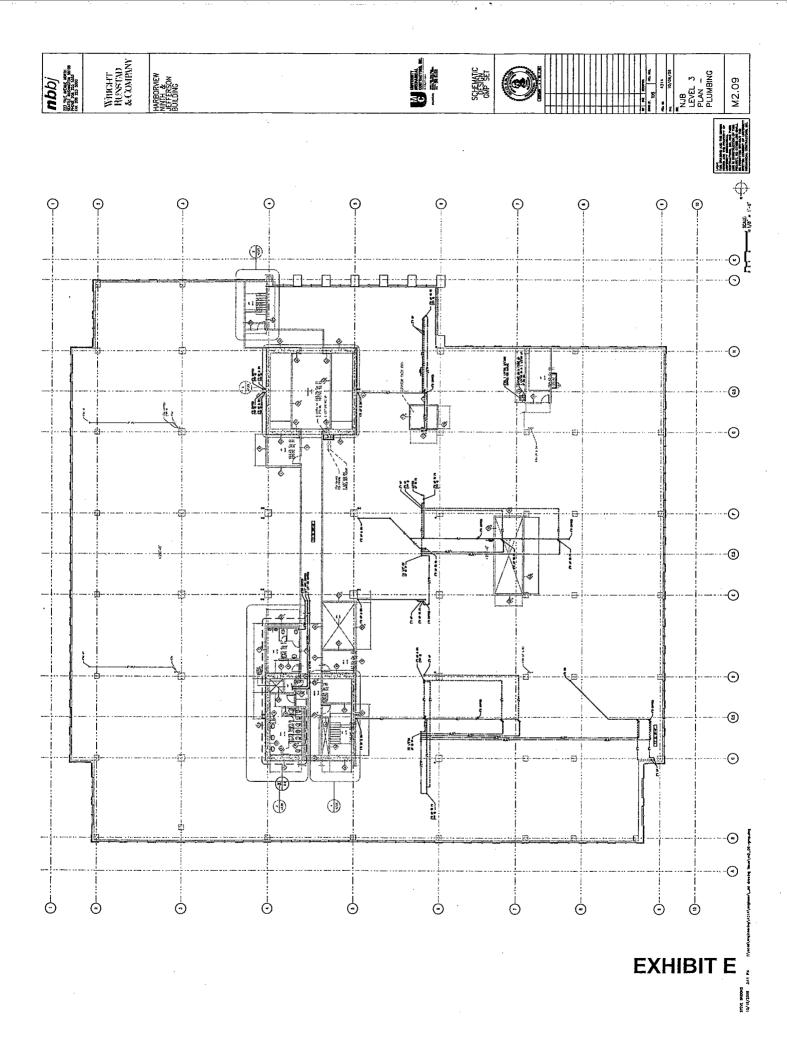


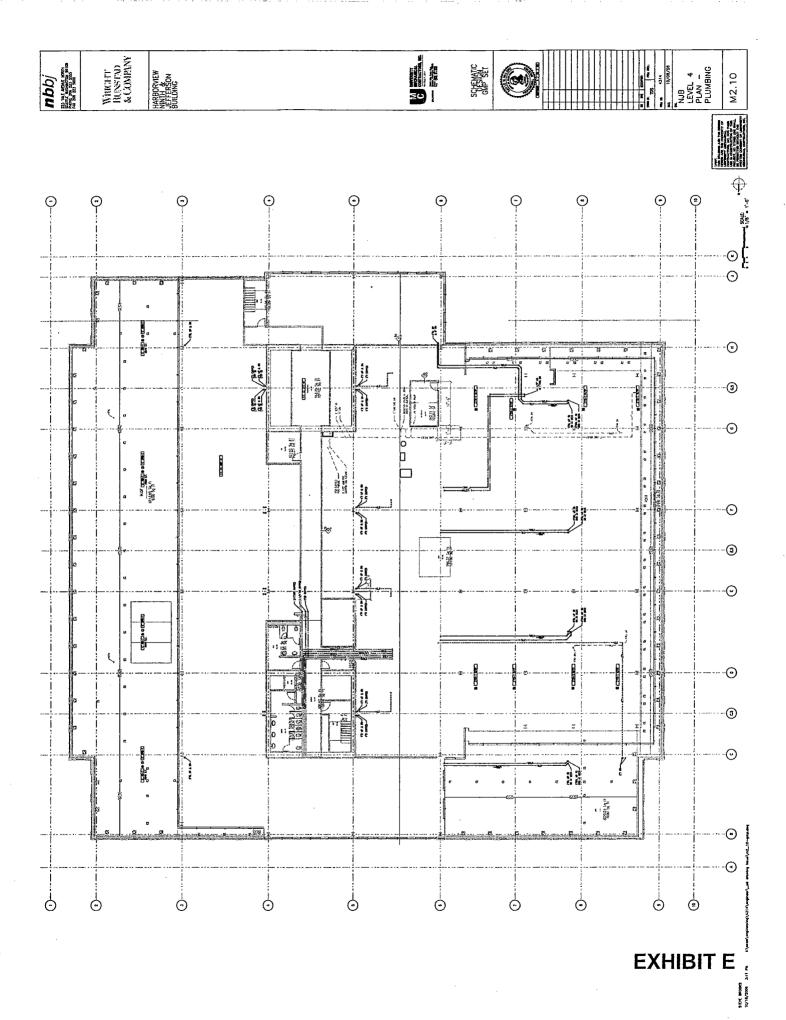


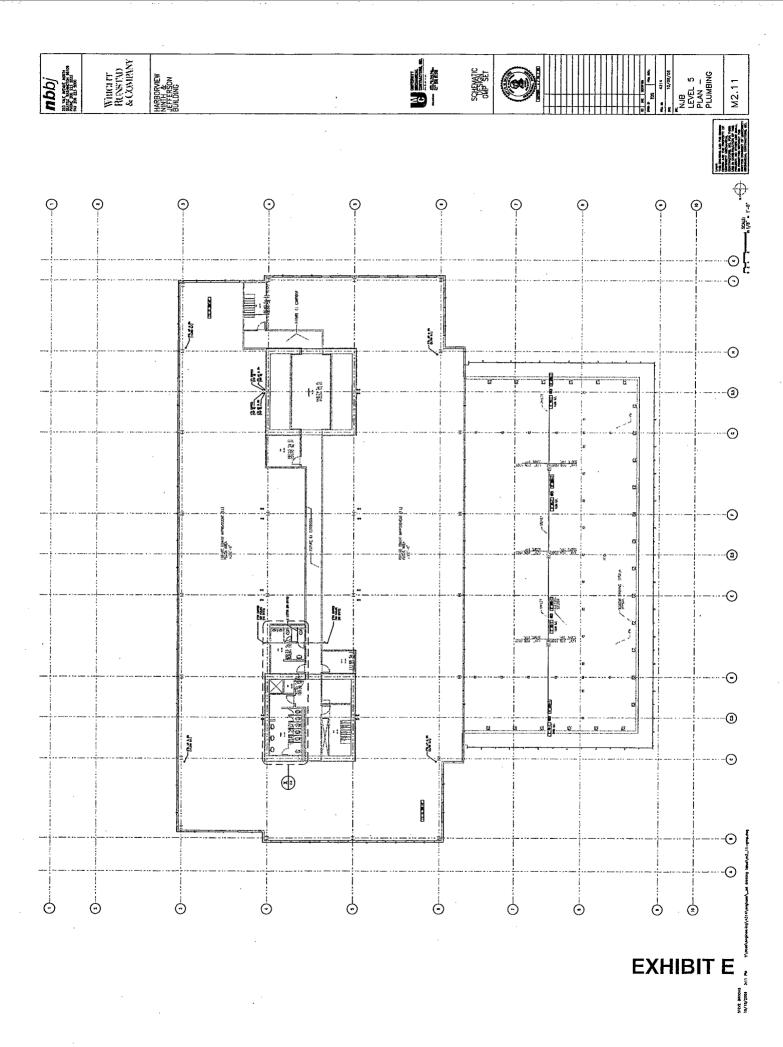


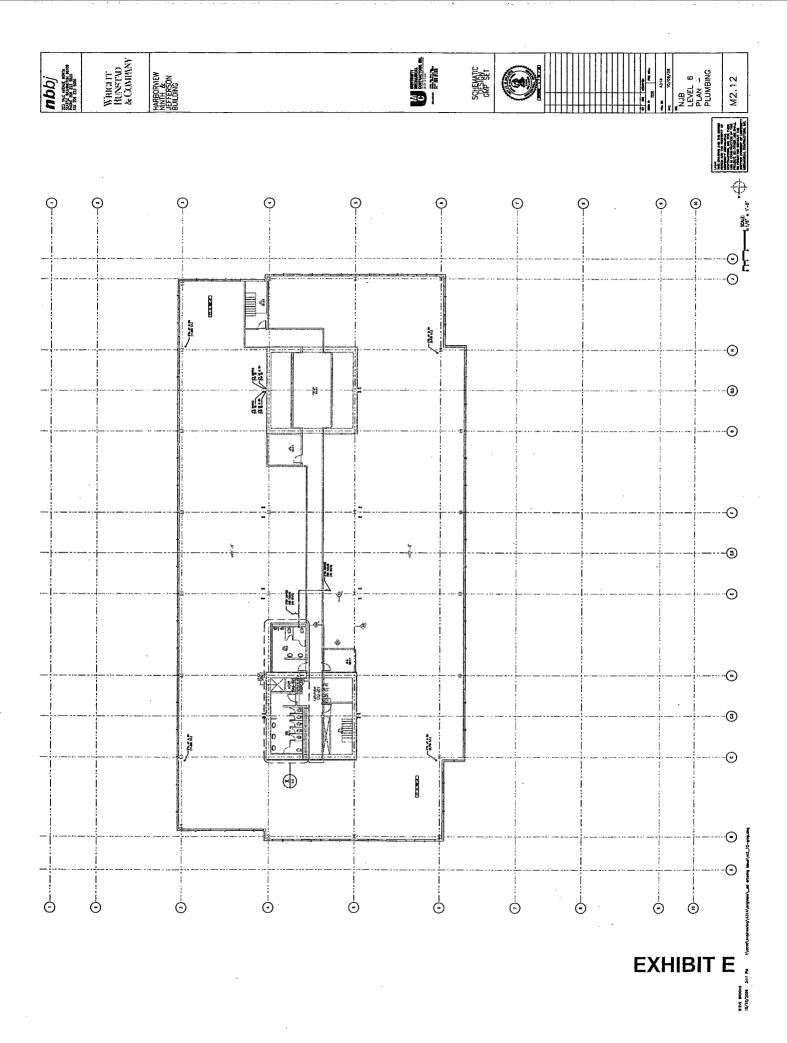


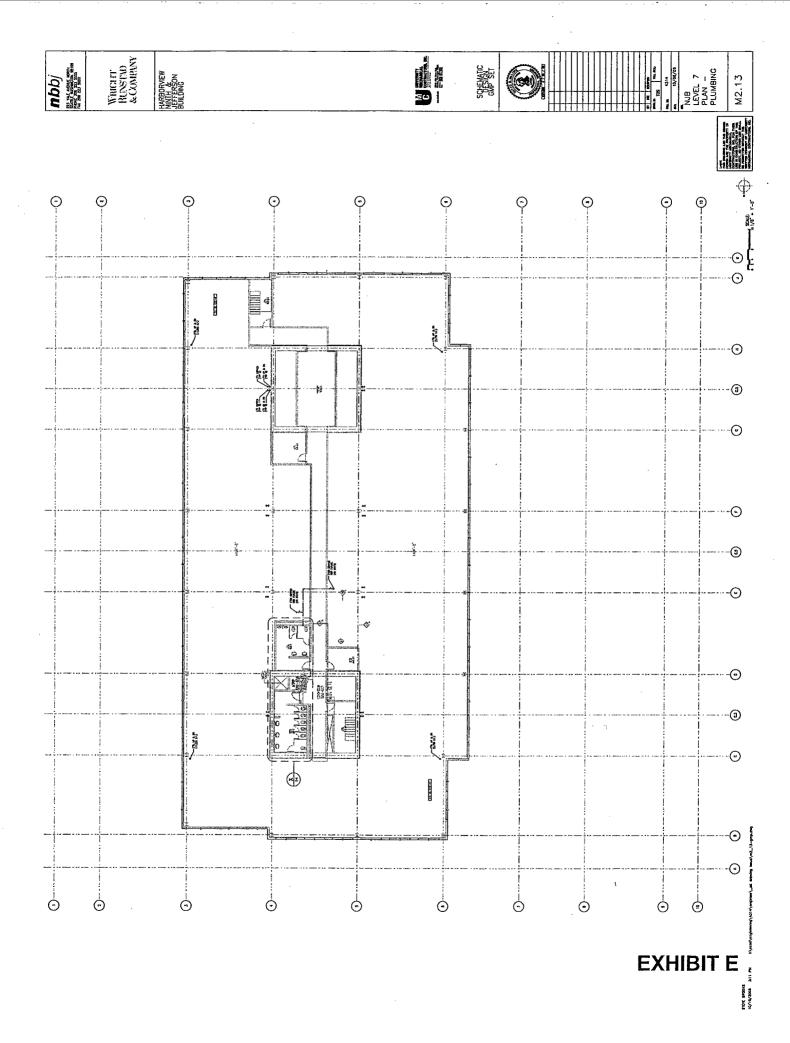


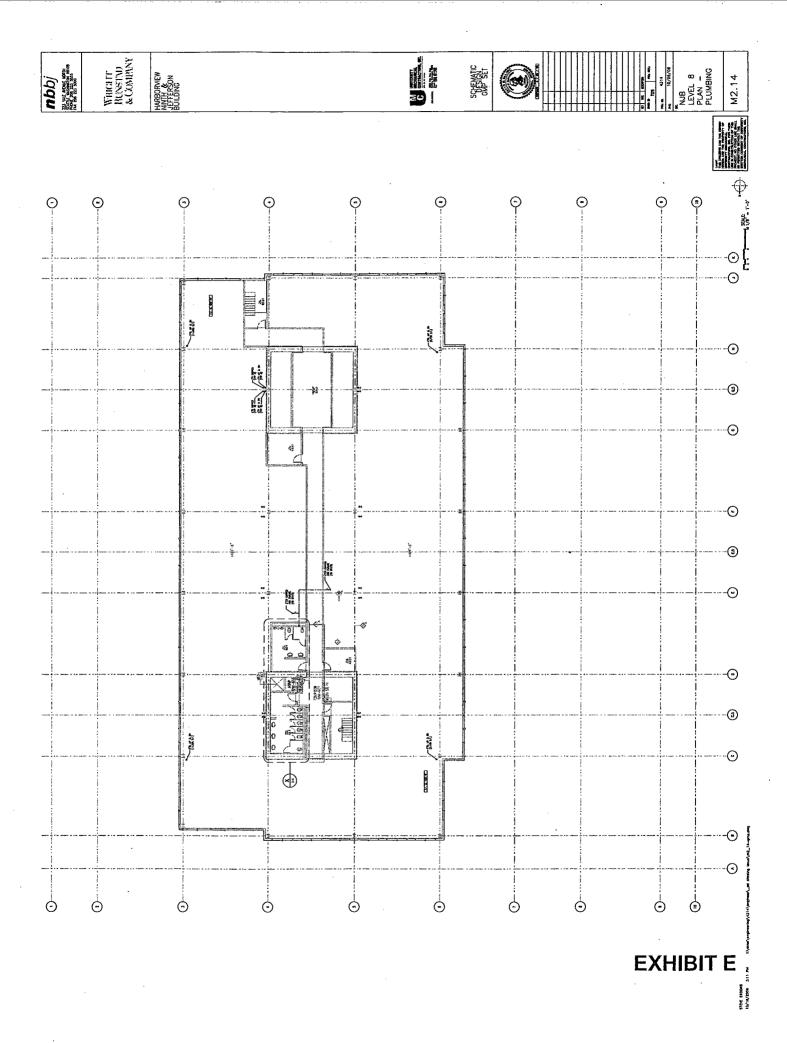


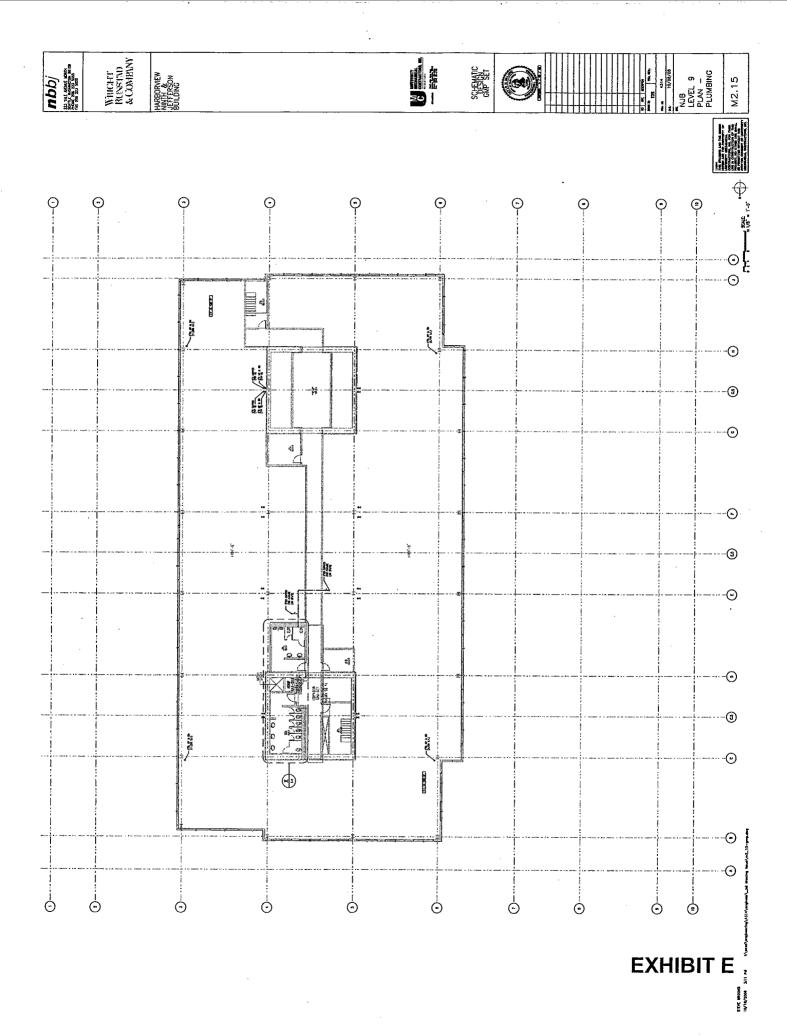


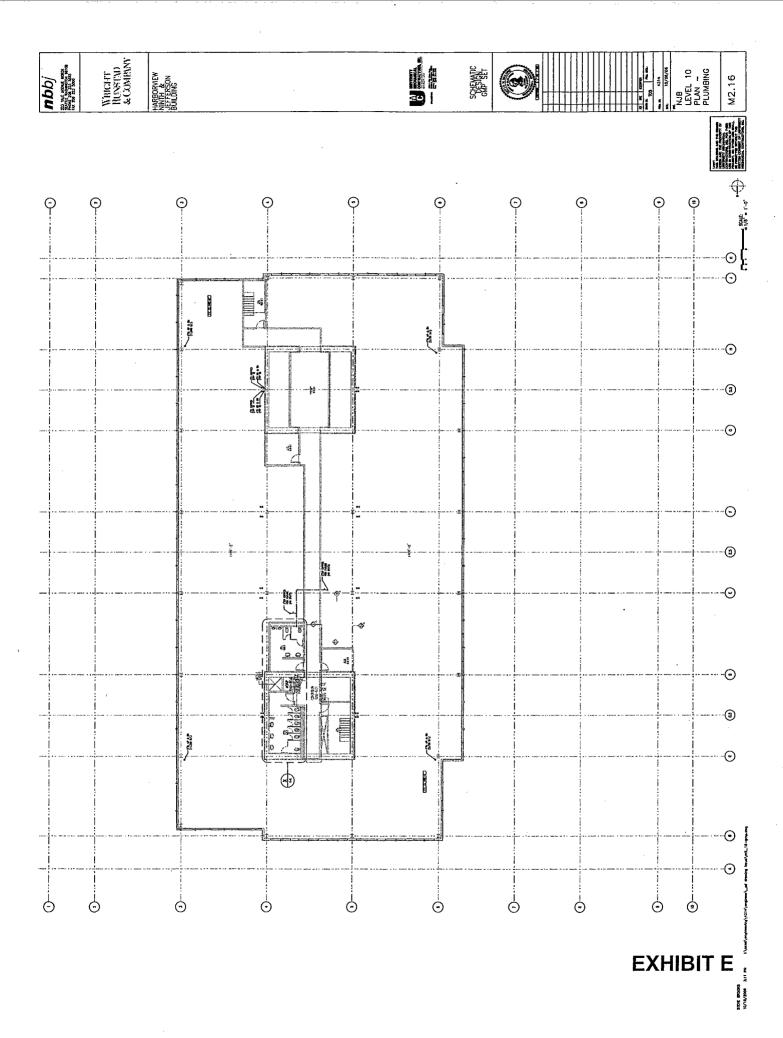


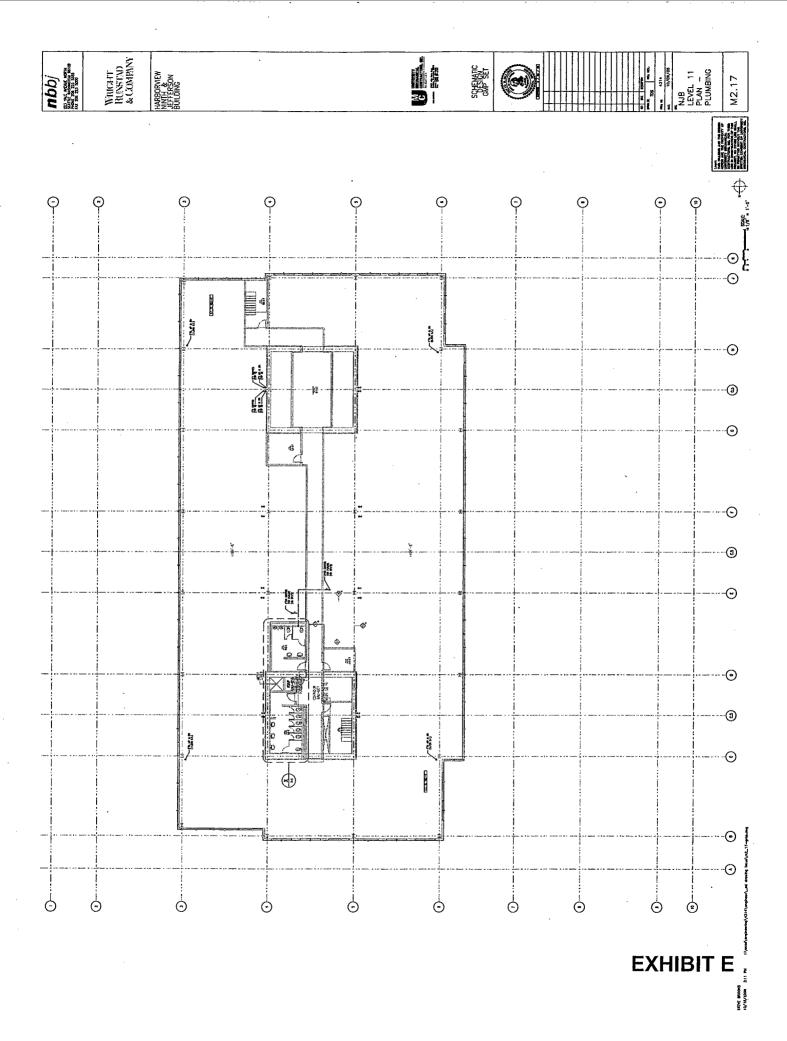


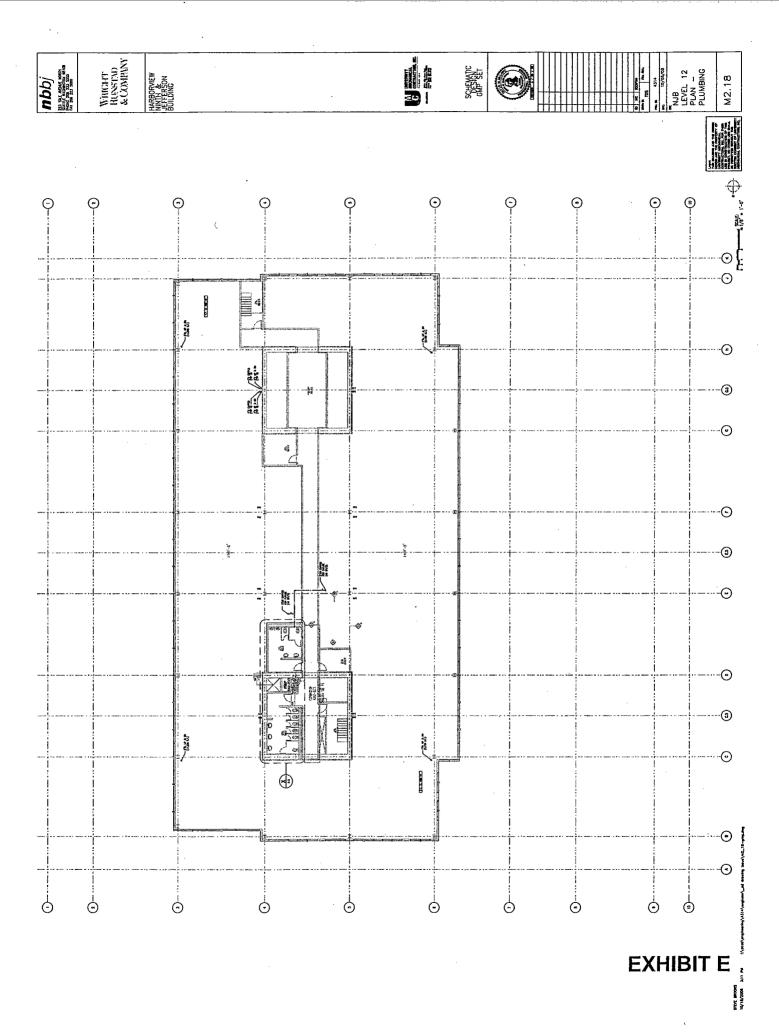


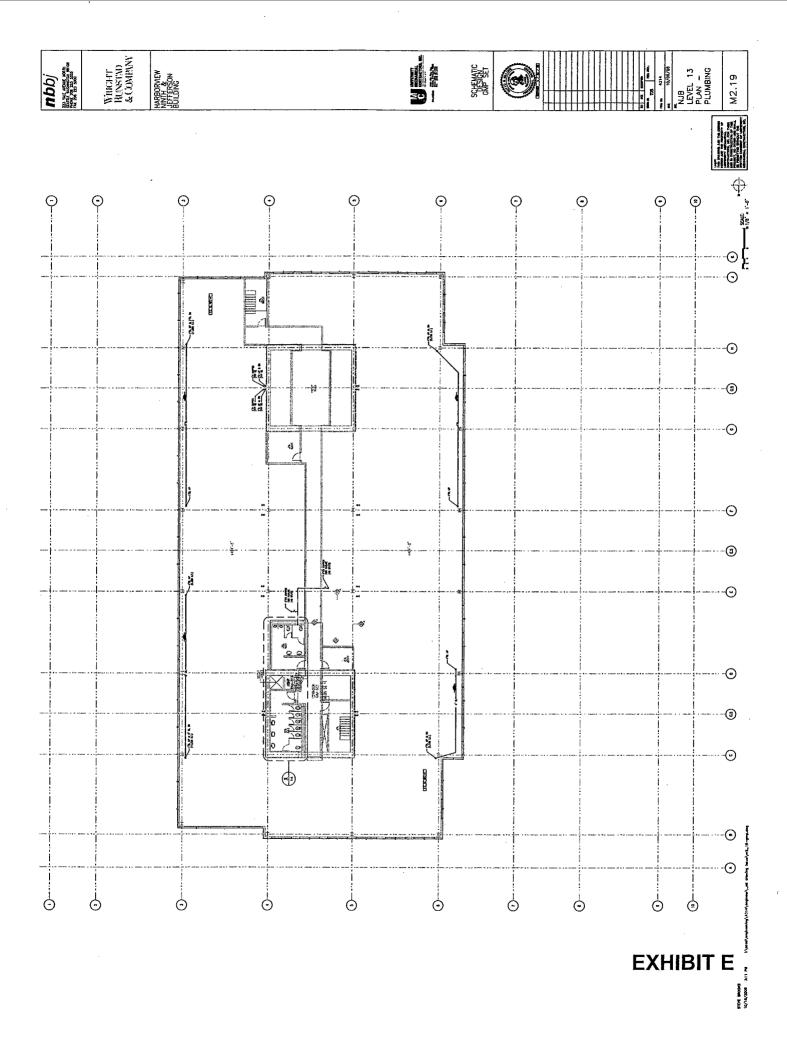


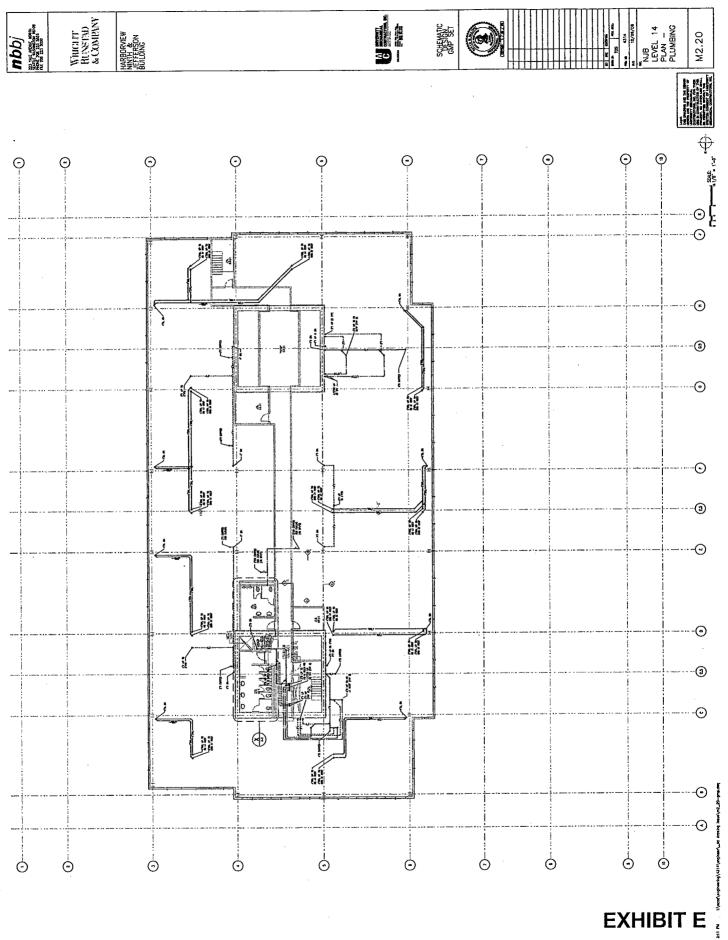




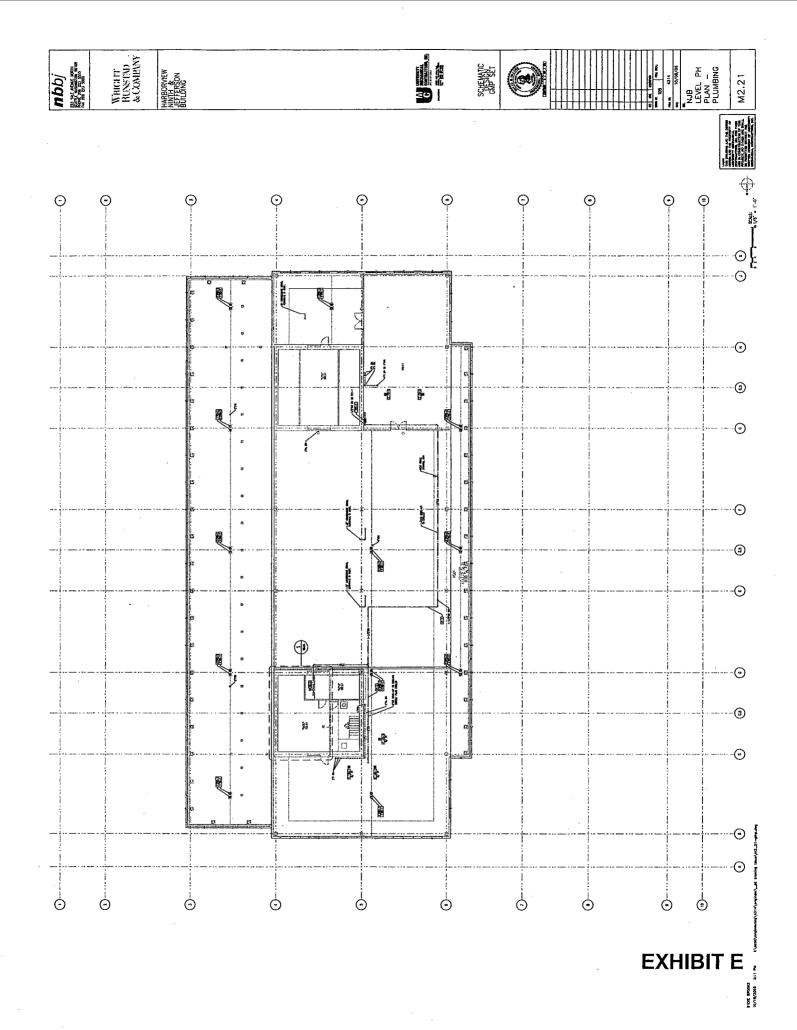


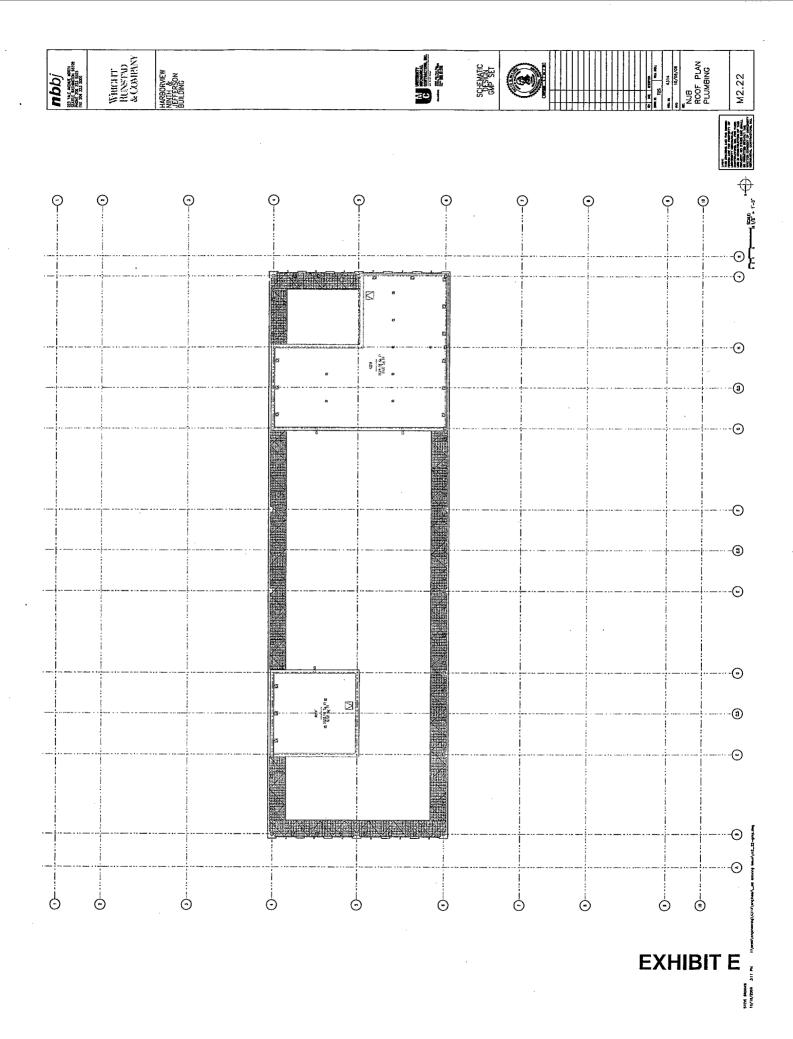


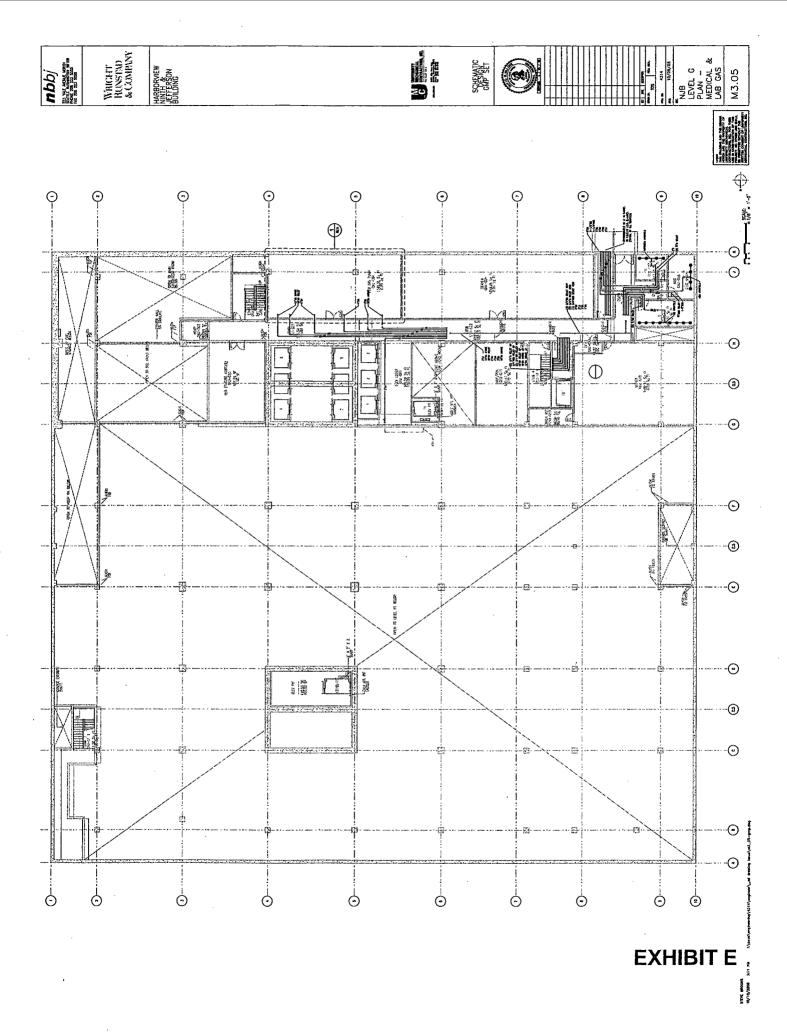


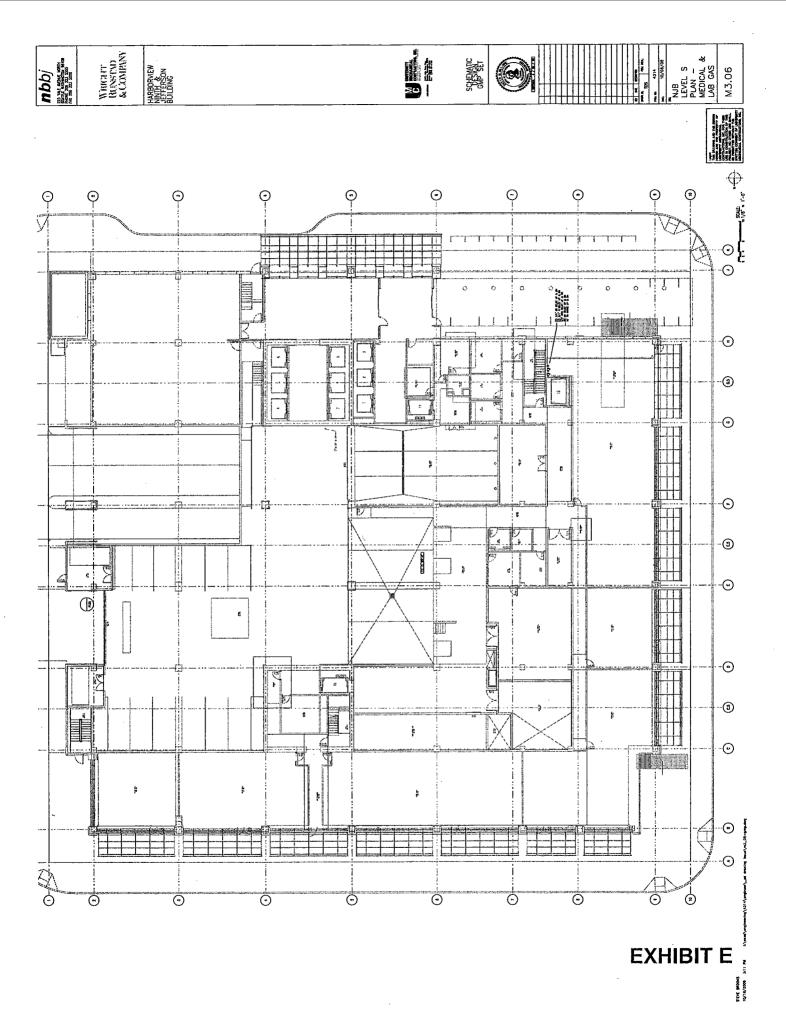


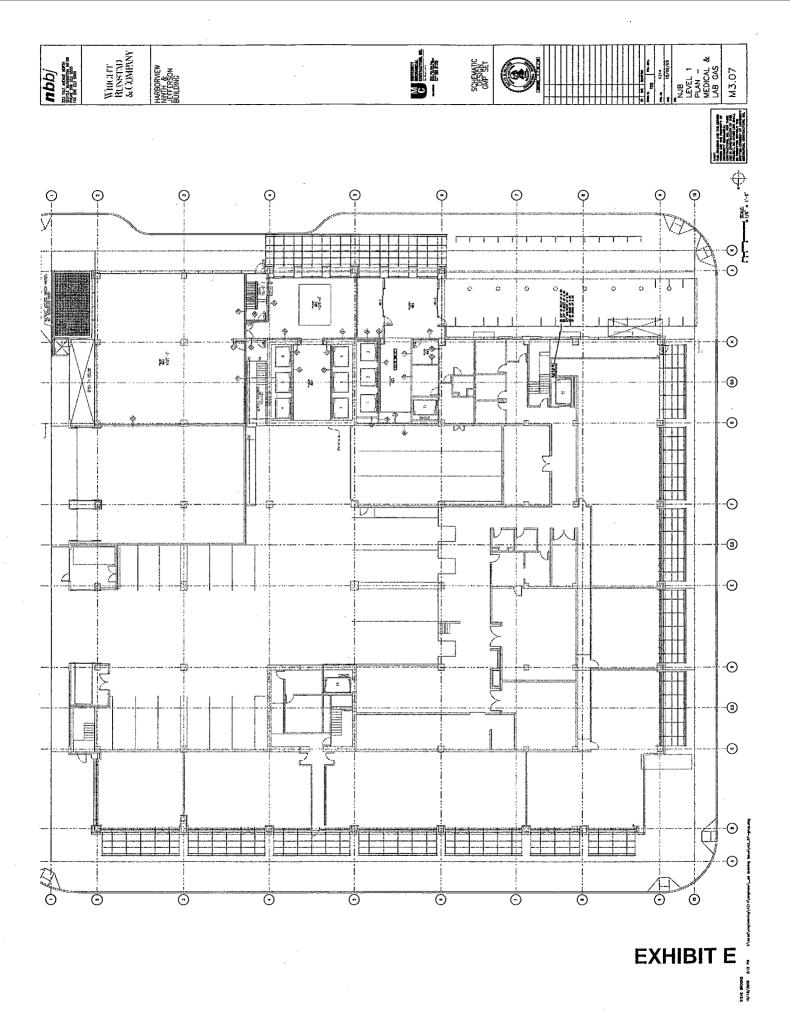
TEVE BASSOKE

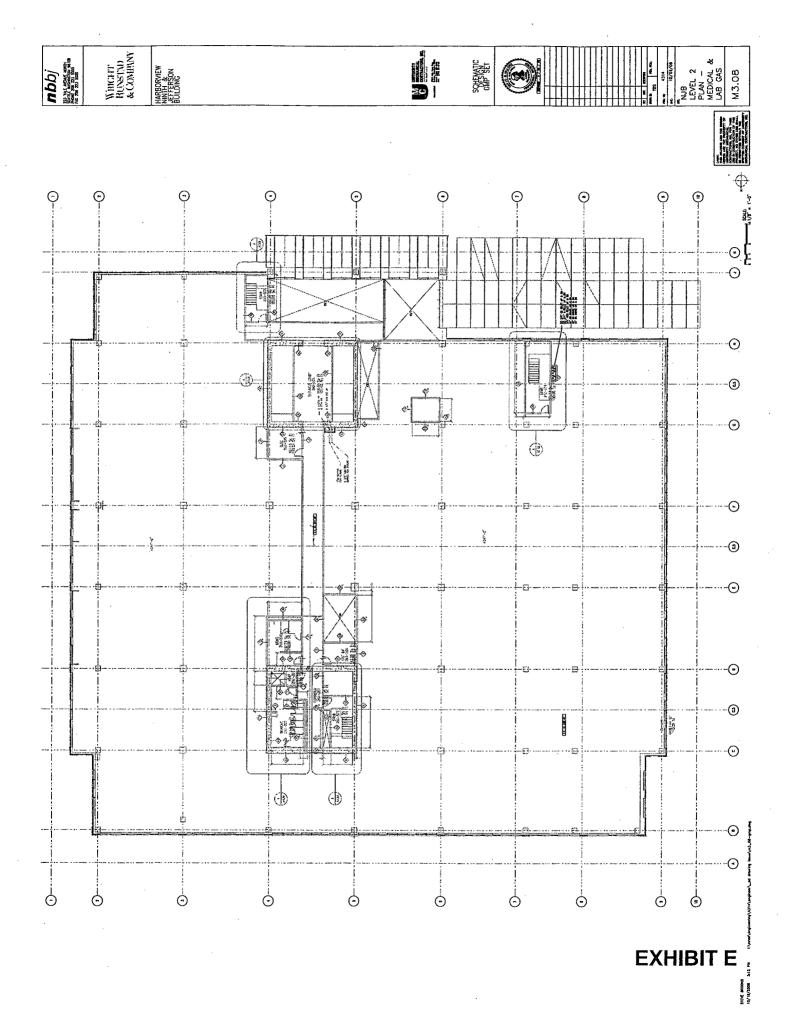


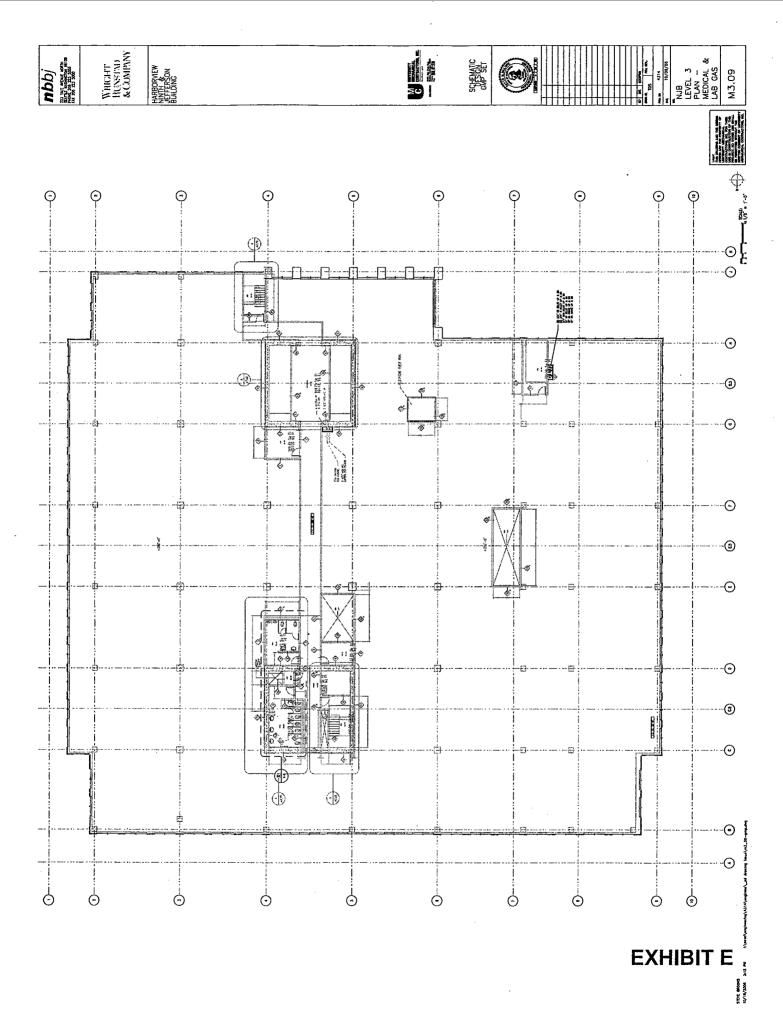


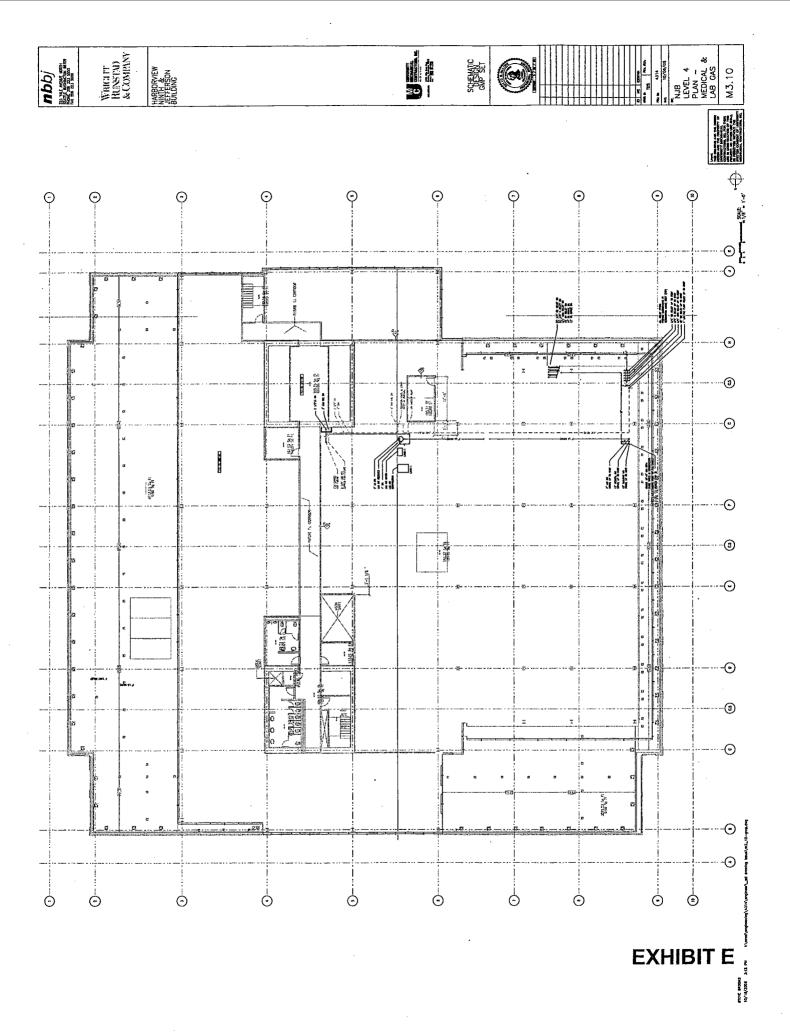


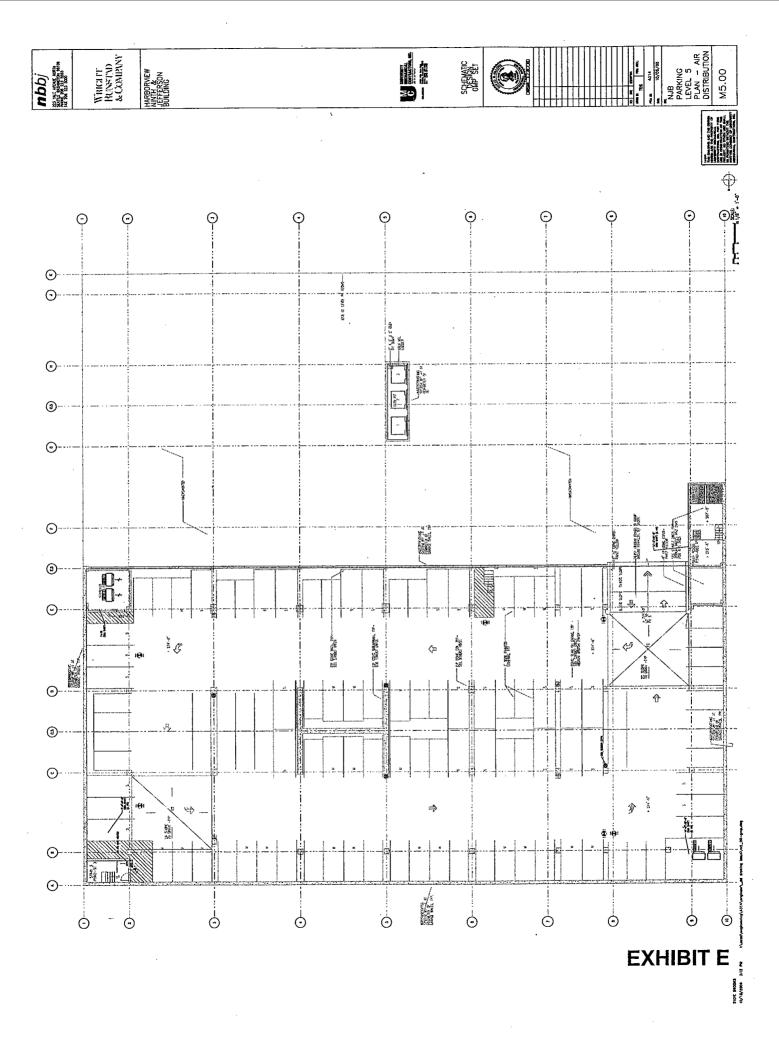


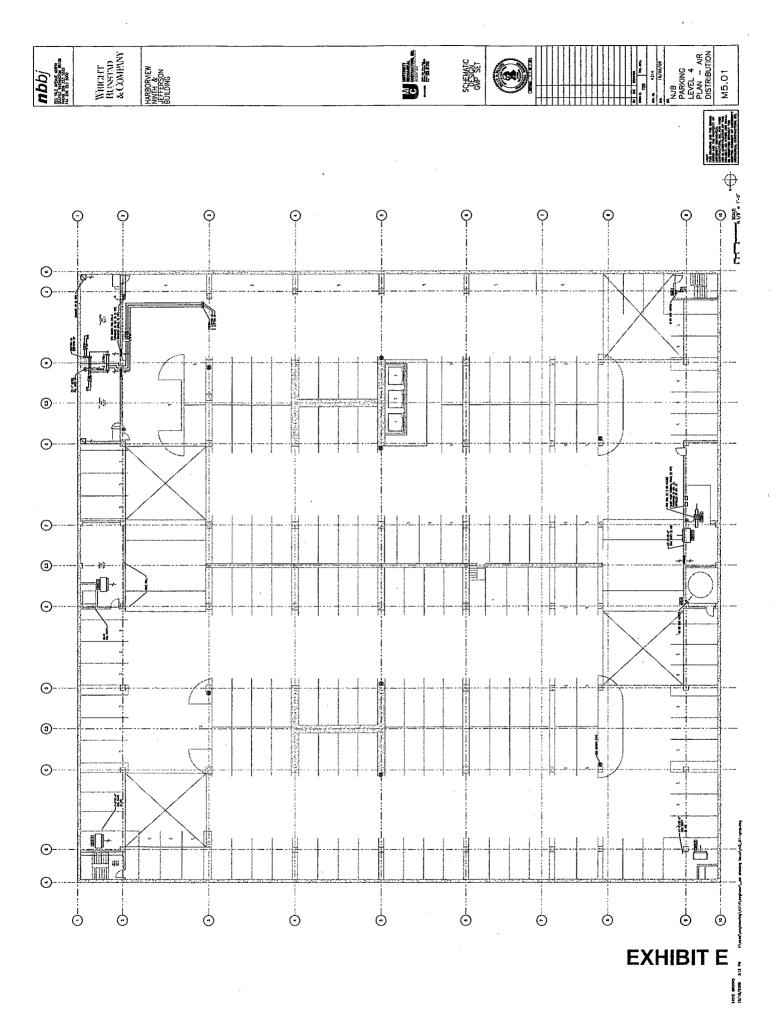


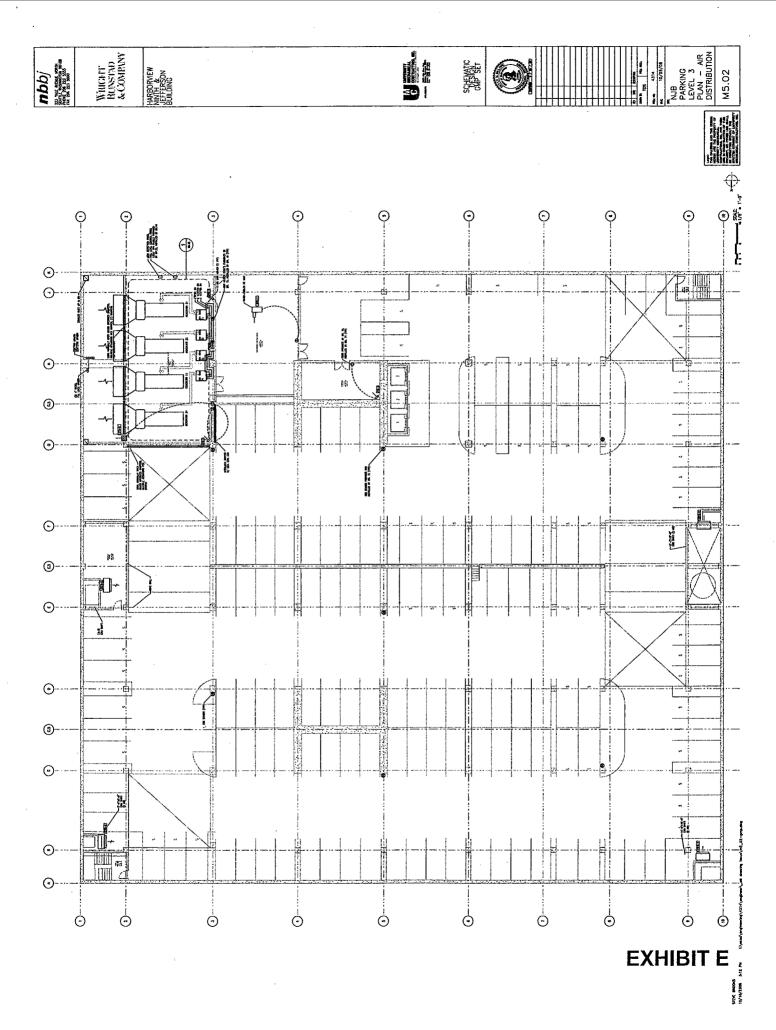


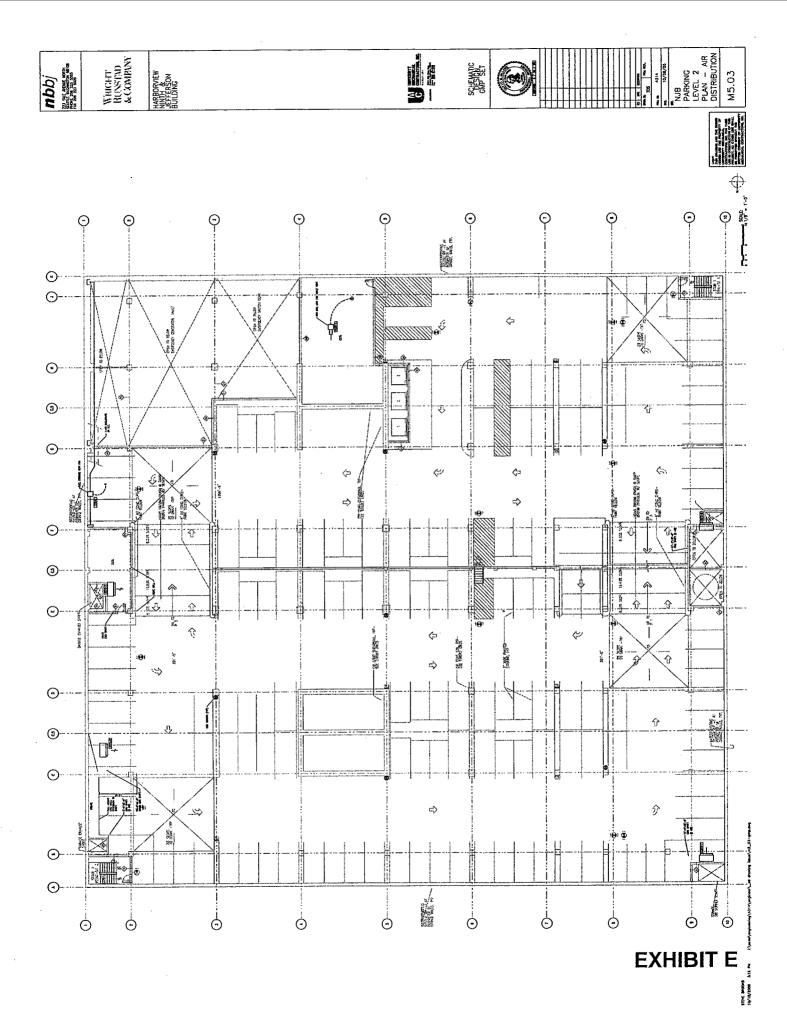


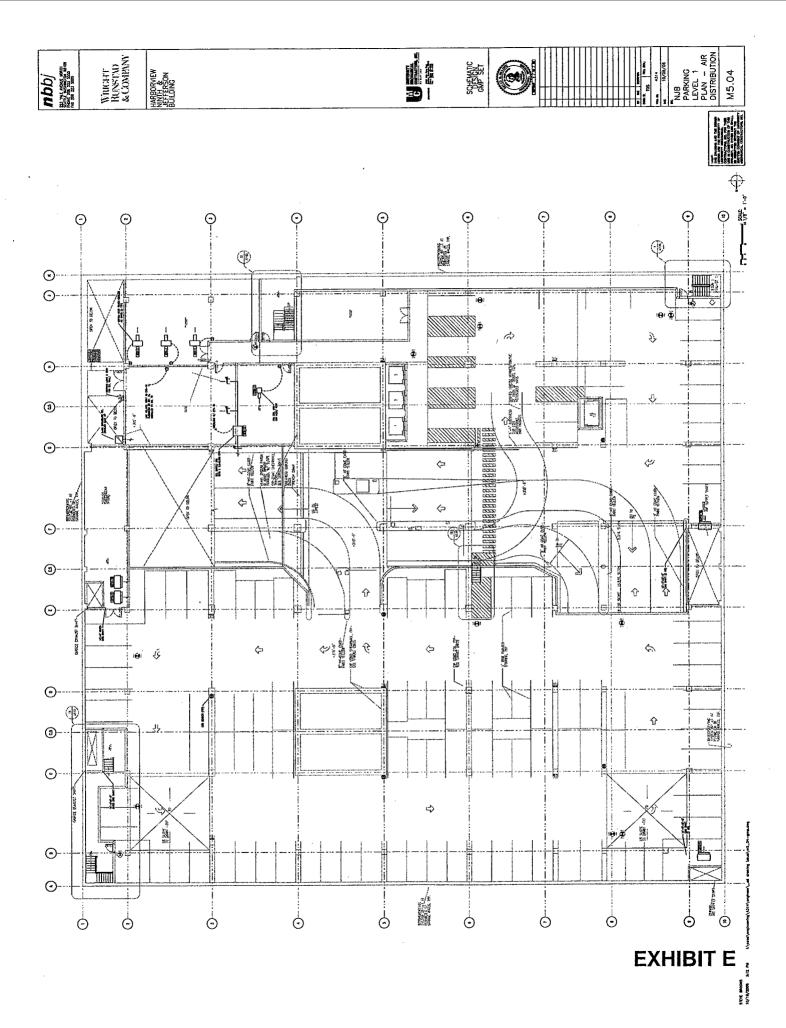


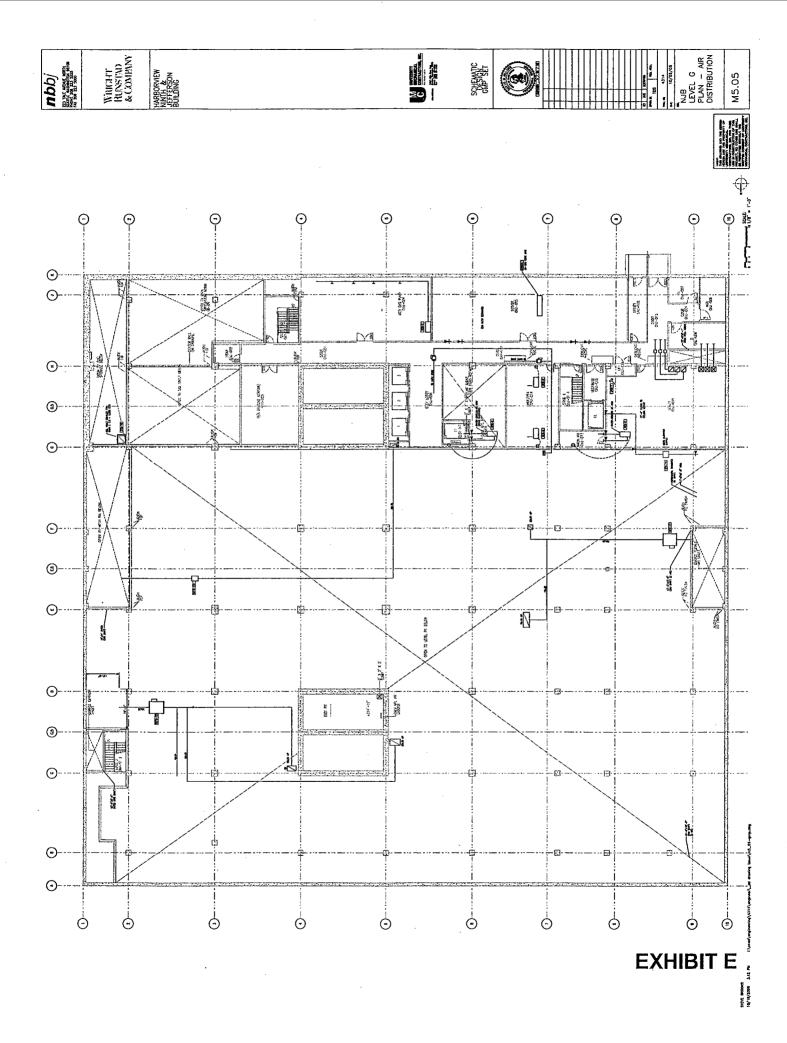


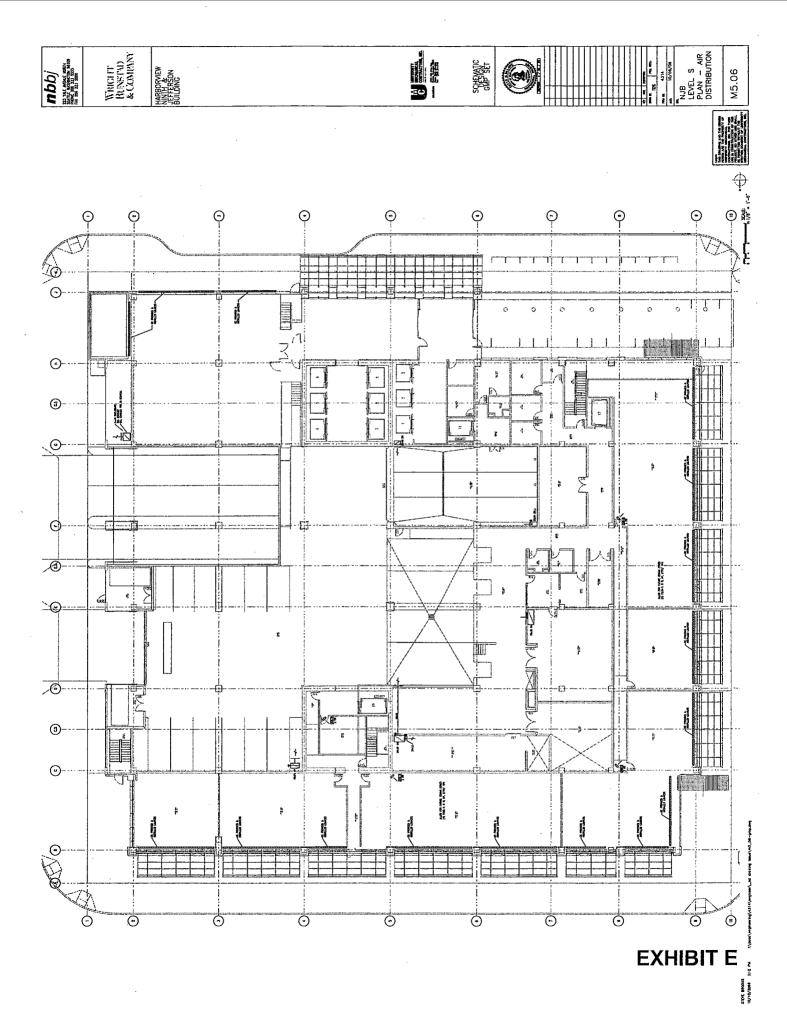


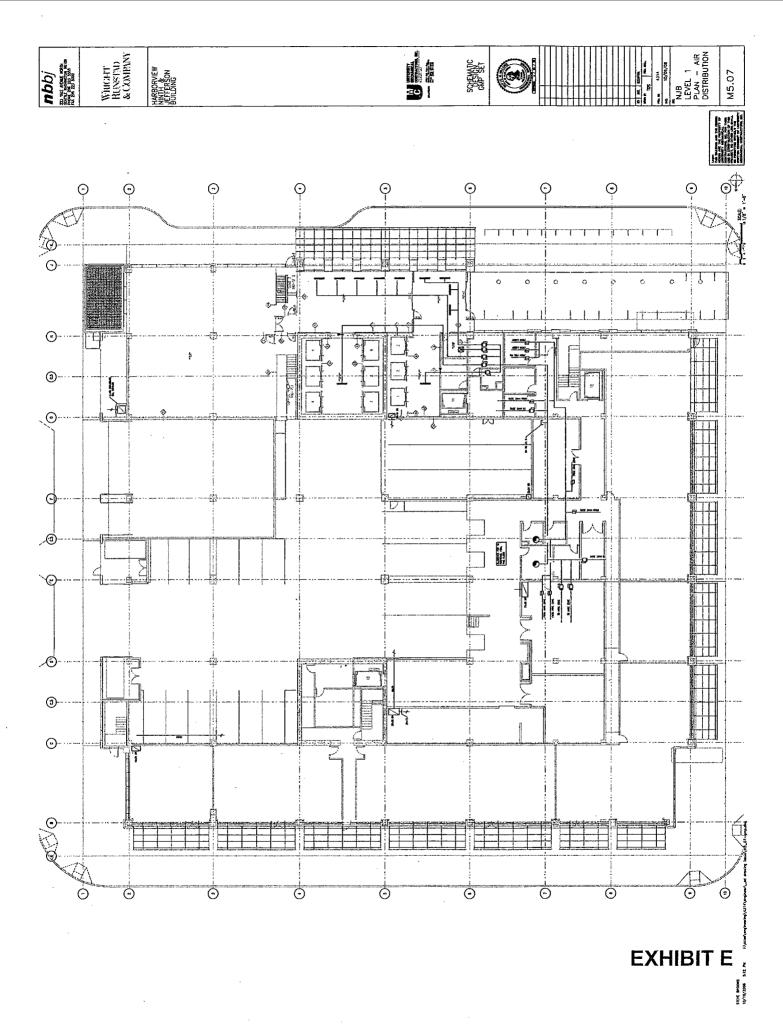


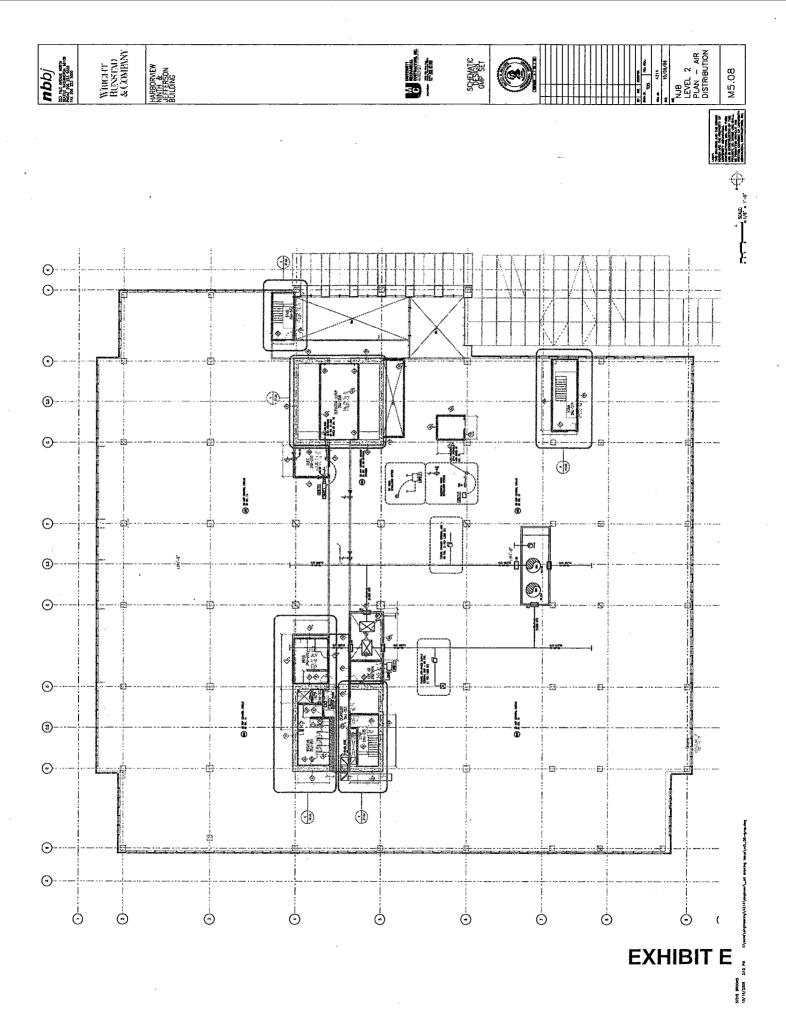


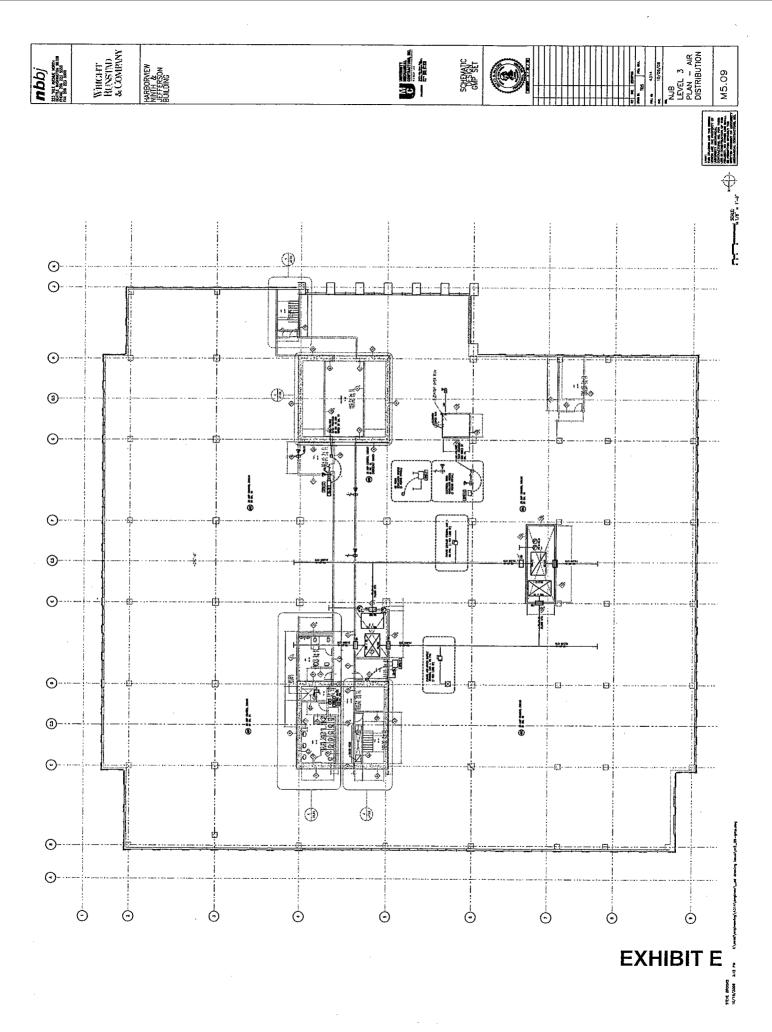


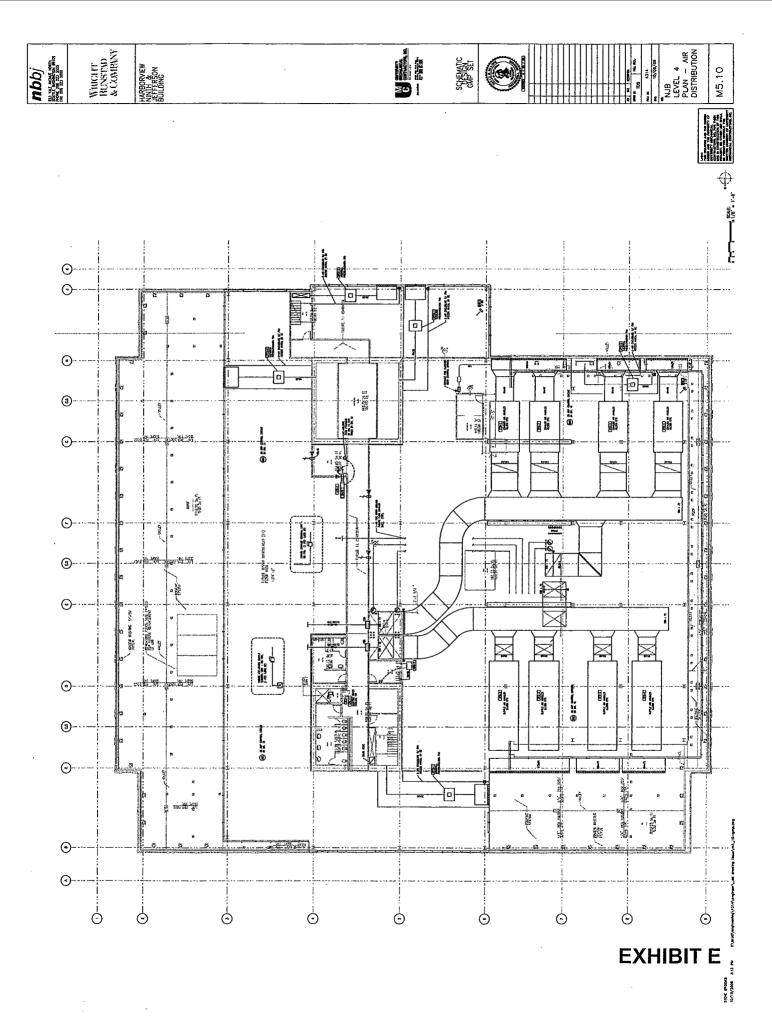


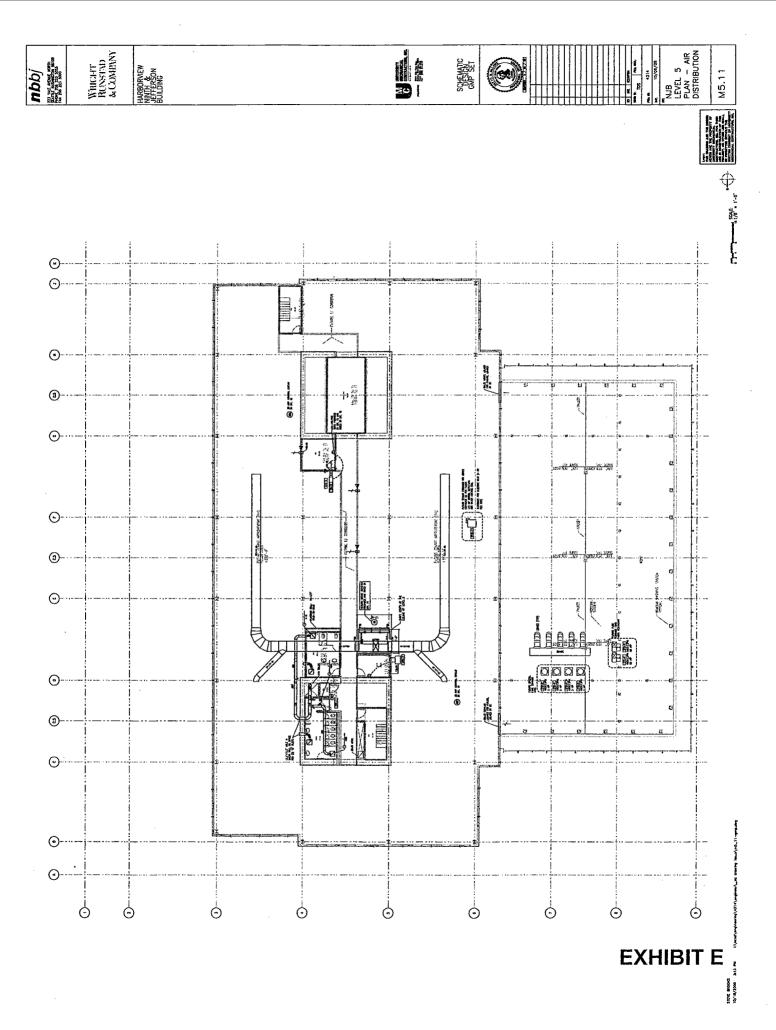


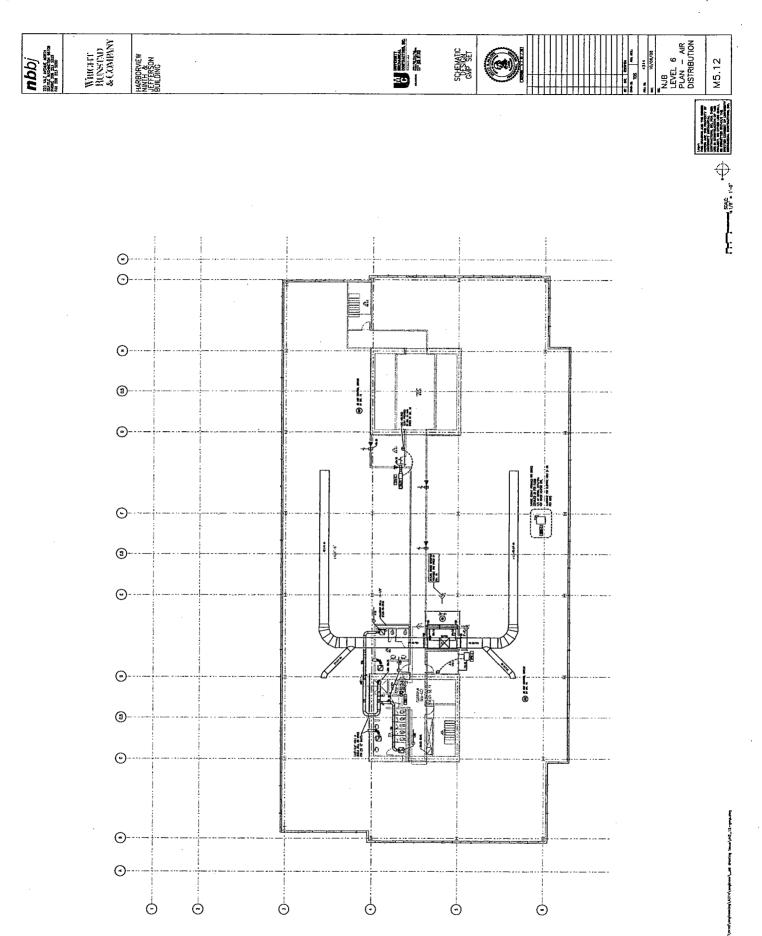




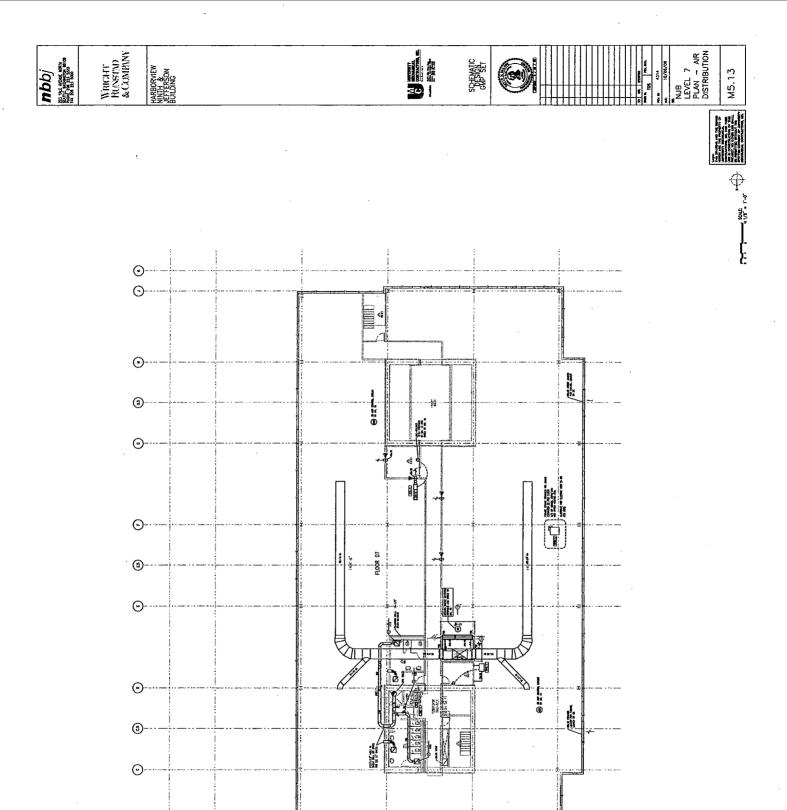








SITY BROOKS



Ó

0

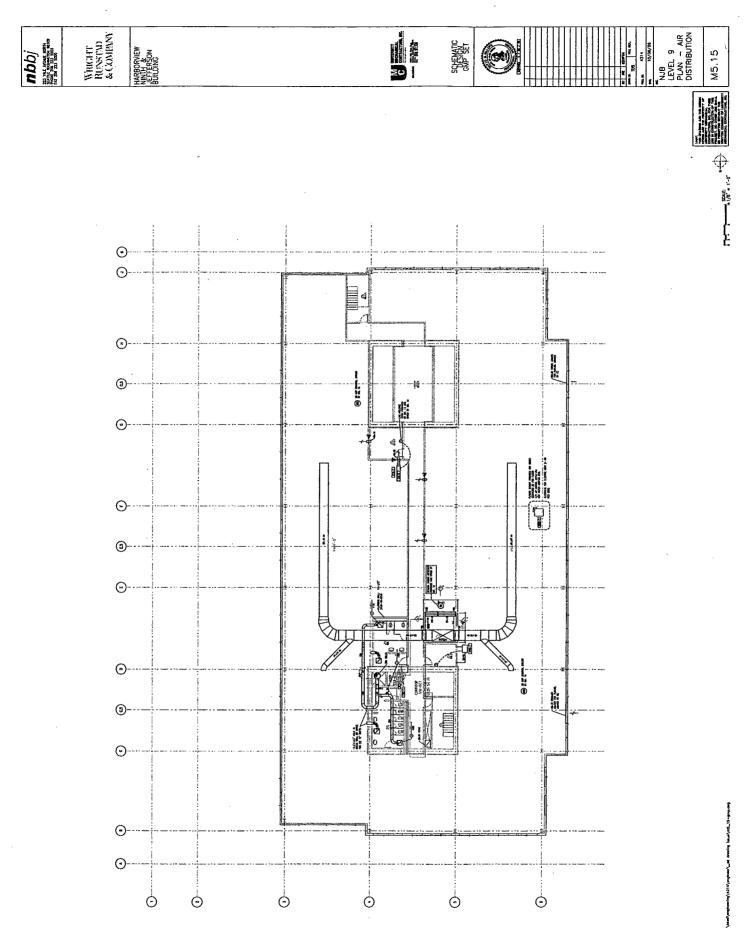
Ō

0

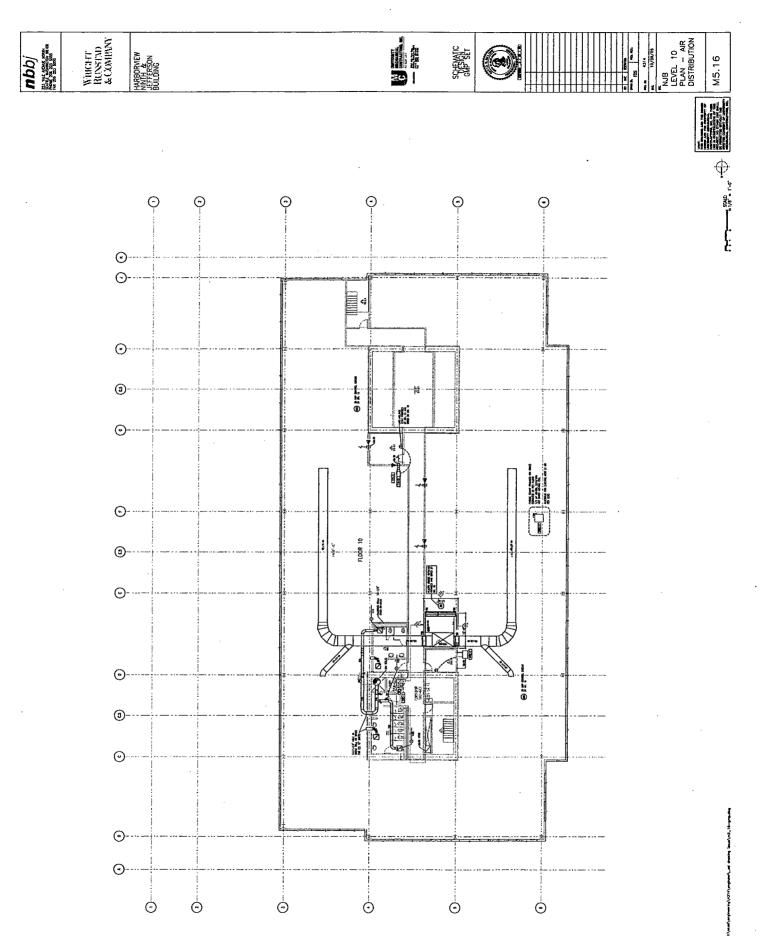
Θ

0

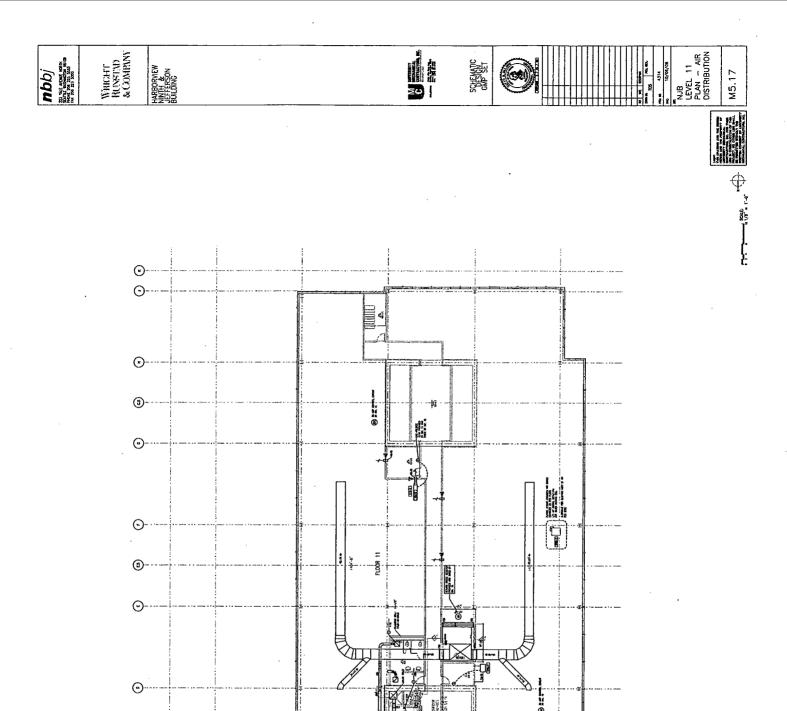
EXHIBIT E



STVT BROOKS



TAT BROOKS 0/16/2008 1s



<u>.</u>

Ö

0

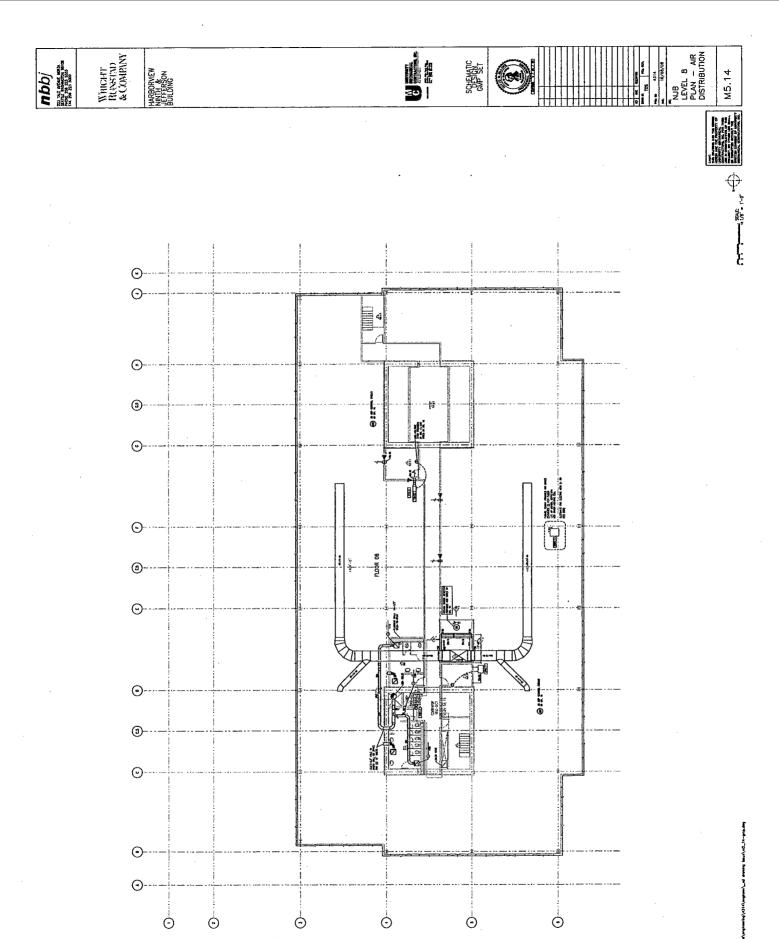
Ō

⊙

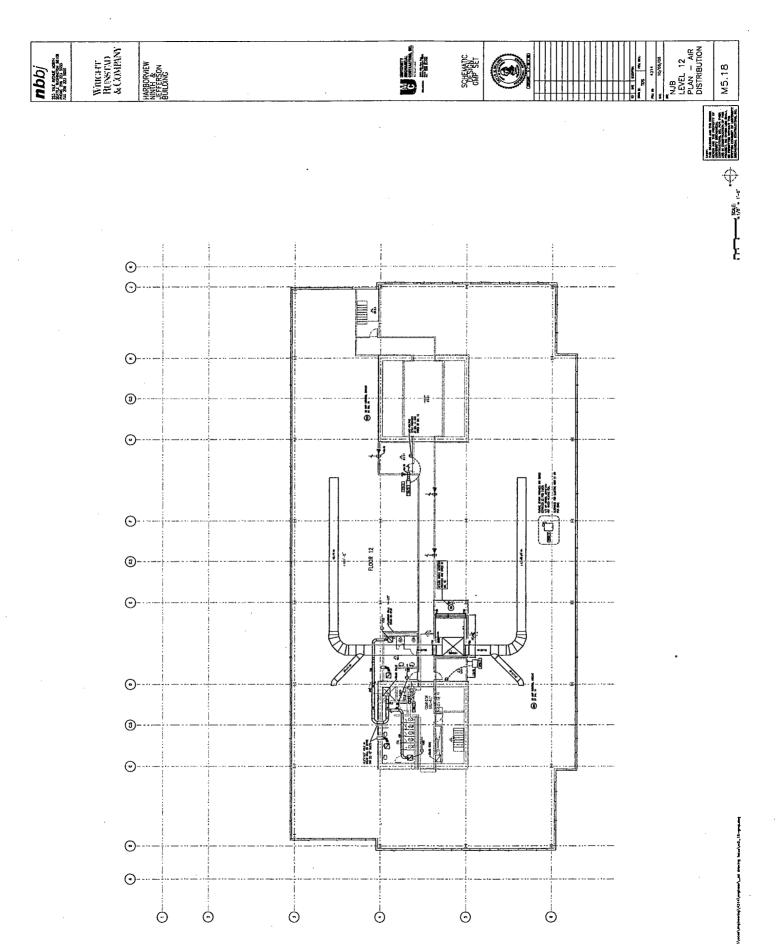
<u></u>

EXHIBIT E

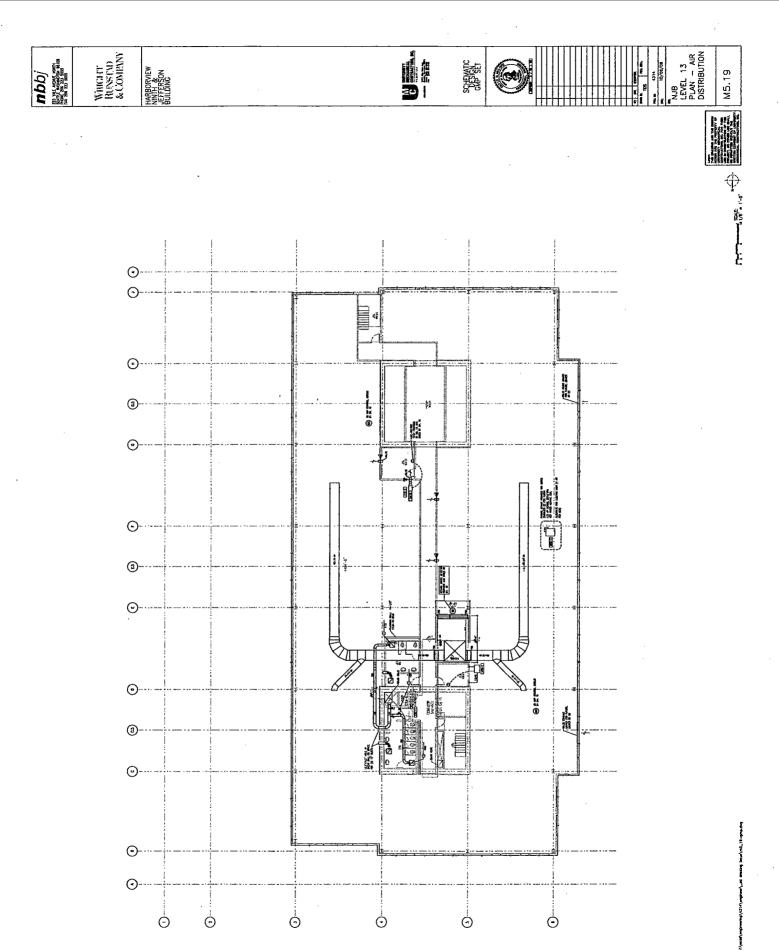
51EVE BROOKS 10/18/2008



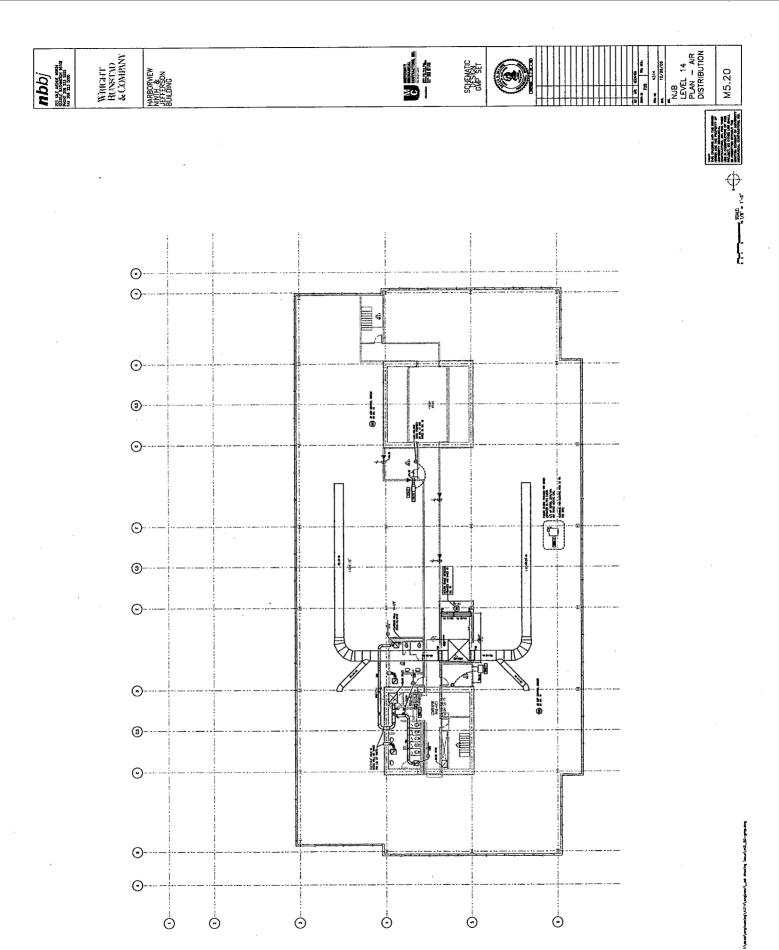
STAT BROOKS



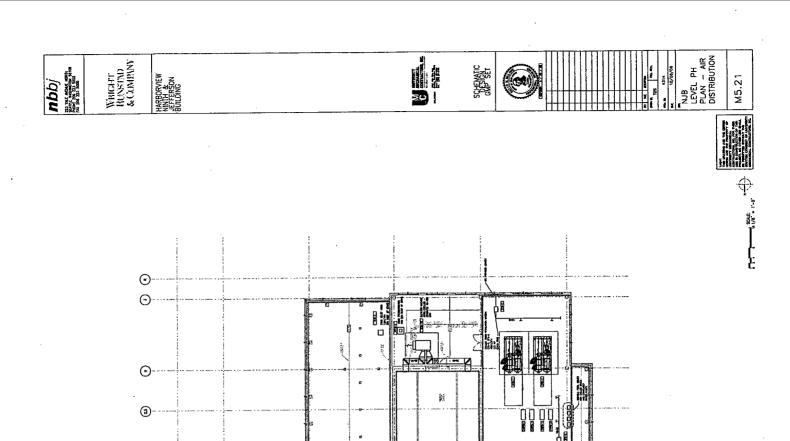
10/18/2008



STIVE BROOKS



STUTE BROOMS 16/18/2006 3:1



@-

<u>O</u>-

<u>-</u>

•---

Θ

Ö

0

0

EXHIBIT E

0

0

EXHIBIT C

PROJECT SCHEDULE

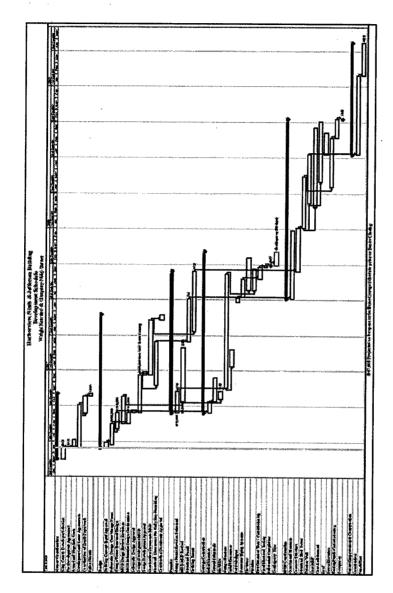


EXHIBIT D

LAND

LOTS 1 THROUGH 8, BLOCK 81, TERRY'S SECOND ADDITION TO THE TOWN OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 87, IN KING COUNTY, WASHINGTON.

CONFIRMATION OF COMMENCEMENT AND EXPIRATION DATES

	Section 3 of the Lease as of this day of nt acknowledge, agree and confirm the following:
The Commencement Date of the Leas	e is:
The Expiration Date of the Lease is:	·
and shall supersede and control over any other	ation shall be binding upon Landlord and Tenant r provision in the Lease regarding the nich might be construed other than as set forth in
AGREED the day and year first above	written.
•	LANDLORD:
	NJB PROPERTIES, a Washington nonprofit corporation
	By
	Date:, 2006
	TENANT:
	KING COUNTY, a political subdivision of the State of Washington
	By Kathy Brown Director, King County Facilities Management Division
	Date:, 2006

EXHIBIT F

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

HILLIS CLARK MARTIN & PETERSON, P.S. Attn: Steven R. Rovig 500 Galland Building 1221 Second Avenue Seattle, WA 98101-2925

MEMORANDUM OF PROJECT LEASE

GRANTOR:

NJB PROPERTIES

GRANTEE:

KING COUNTY

Legal Description:

LOTS 1-8, TERRY'S 2D ADDITION, VOL. 1, PG. 87.

(Abbreviated):

Additional legal on page Exhibit A of document

Assessor's Tax Parcel ID No(s):

859090018507 859090018606 859090022004 859090021600

Reference number(s) of Related Document(s):

N/A

MEMORANDUM OF PROJECT LEASE

THIS MEMORANDUM OF LEASE (the "Memorandum") is dated for reference purposes ______, 2006 between **NJB PROPERTIES**, a Washington nonprofit corporation ("Landlord"), and **KING COUNTY**, a political subdivision of the State of Washington ("Tenant").

- 1. Lease. Landlord has leased to Tenant the Premises described in Exhibit A attached hereto and by this reference incorporated herein (the "Premises") at a rent and on the terms and conditions set forth in that certain Project Lease Agreement dated November 1, 2006 by and between Landlord and Tenant (the "Lease"). The Lease is for a term expiring December 31, 2036 unless sooner terminated pursuant to the terms of the Lease; provided, however, that the Tenant's duty to pay Monthly Rent shall not commence until the Commencement Date.
- 2. **Definition of Terms.** All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Lease.
- 3. Tax Exemption. In accordance with RCW 35.42.090, the Lease shall be exempt from any taxes imposed under the authority of RCW ch. 82.45, RCW 82.04.040 or RCW 82.08.090.
- 4. Lien Notice. Notice is hereby given that Tenant will not be liable for any labor, services, materials or equipment furnished or to be furnished to Landlord, Developer or anyone holding an interest in the Premises (or any part thereof) through or under Landlord or Developer, and that no construction or other liens for any such labor, services, materials or equipment shall attach to or affect the interest of Tenant in the Premises.
- 5. Purpose of Memorandum. This Memorandum is prepared for purposes of recordation only and does not set forth all of the terms and conditions set forth in the Lease. In the event there is any conflict between the terms and conditions of the Lease and this Memorandum, the Lease shall control.

NJB Project Lease #336671 18942-002 77rz09!.doc 10/23/2006

DATED the date first above written.

	LANDLORD:
	NJB PROPERTIES, a Washington nonprofit corporation
	By
	Date:, 2006
	TENANT:
APPROVED AS TO FORM:	KING COUNTY, a political subdivision of the State of Washington
Ву	_ By
Senior Deputy Prosecuting Attorney	Kathy Brown Director, King County
Date:, 2006	Facilities Management Division
	Date:, 2006

STATE OF WASHINGTON	1	GC.
COUNTY OF KING	1	SS

I certify that I know or have satisfactory evidence that John Finke is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of **NJB PROPERTIES**, a Washington nonprofit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND O	OFFICIAL SEAL this day of, 20	006
	Printed Name NOTARY PUBLIC in and for the State of Washington, residing at	
	My Commission Expires	

STATE OF WASHINGTON

COUNTY OF KING

I certify that I know or have satisfactory evidence that Kathy Brown is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Director, Facilities Management Division of KING COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND C	of pericial SEAL this day of, 2006
	Printed Name
	NOTARY PUBLIC in and for the State of Washington, residing at
	My Commission Expires

EXHIBIT A

LAND

LOTS 1 THROUGH 8, BLOCK 81, TERRY'S SECOND ADDITION TO THE TOWN OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 87, IN KING COUNTY, WASHINGTON.

EXHIBIT G

DISPUTE RESOLUTION PROCEDURE

Landlord and Tenant shall act in good faith and deal fairly in performing their respective duties under the Lease in order to accomplish their mutual objectives and avoid disputes. If a dispute arises with respect to design or construction of the Project, the parties agree to utilize the dispute resolution process contained herein, which will be non-binding but a condition precedent to having said dispute decided in court by a judge or jury.

- 1. Mediation. Pursuant to Section 9.7 of the Lease, in the event a dispute arises between Tenant and Landlord with respect to design and/or construction of the Project the parties shall proceed in good faith to resolve such dispute as expeditiously as possible and shall cooperate so that the progress of the design and construction of the Project is not delayed. If, however, the parties are unable to resolve the dispute within three (3) business days, either party may refer the dispute to the Mediator named below.
- 1.1 Mediator. For any dispute which cannot be resolved by the parties, the mediator hereunder ("Mediator") shall be John Beyer of Badger Consulting Services, or in the event he is unable or unwilling to act as such independent mediator, a mediator whom Landlord and Tenant have mutually designated to resolve such dispute. The Mediator is to act impartially and independently in the consideration of facts and conditions surrounding any dispute presented by Tenant and Landlord; however, the Mediator's recommendations concerning any such dispute are advisory only. The Mediator's recommendations shall be based on the pertinent Lease provisions, and the facts and circumstances involved in the dispute. The Mediator's recommendations shall be furnished in writing to the parties.
- 1.2 Tenant Responsibility. Tenant shall furnish the Mediator one copy of all documents it might have, other than those furnished by Landlord, which are pertinent to the performance of the Mediator's duties hereunder.
- 1.3 Landlord Responsibility. Landlord shall furnish the Mediator one copy of all Contract Documents, including but not limited to the Preliminary Plans and Outline Specifications, applicable contracts, interpretative reports, progress schedule and updates, monthly progress reports, and other documents pertinent to the performance of the Lease and necessary to the performance of the Mediator's duties hereunder.
- 1.4 Term. Following execution of the Lease, the Mediator shall have authority to act hereunder upon written request from either Landlord or Tenant and such authority shall terminate upon Final Acceptance, after Final Payment has been made.

- 1.5 Payment. The fees charged by the Mediator shall be shared equally by the parties. The Mediator's compensation shall include compensation for all materials, supplies, travel, office assistance and support and incidentals necessary to provide the services described herein. Payment for services rendered by the Mediator will be at the Mediator's standard hourly rate as approved by Landlord and Tenant prior to commencement of the dispute resolution proceeding.
- 1.6 Legal Relationship. The Mediator, in the performance of the duties described herein, is acting in the capacity of an independent agent and not as an employee of either Tenant or Landlord. The Mediator is absolved of any personal or professional liability arising from the recommendations made hereunder, unless due to gross negligence or willful malfeasance.

EXHIBIT H

FORM OF NOTICE OF ELECTION OF OPTION TO PURCHASE

[date]

To: Landlord

You are hereby notified that King County has elected to exercise on [date of payment] its option to purchase the NJB Medical Office Building ("Premises") currently leased by King County pursuant to the Project Lease Agreement ("Lease") by and between King County and Landlord dated November 1, 2006. This purchase option is being exercised pursuant to Section 35.2 of the Lease. King County is now, and on the date set forth above for payment will be, in full compliance with all terms and conditions of the Lease. In accordance with Section 35.2 of the Lease, King County shall purchase the Premises for an amount equal to the principal amount of the Bonds outstanding plus accrued interest. On or prior to the date set forth above, King County shall also pay any Additional Rent then due and owing under the Lease.

APPROVED AS TO FORM:	TENANT:
Ву	KING COUNTY, a political subdivision of the State of Washington
Name:	
Title:	
Date:	By
	Name:
	Title:
	Date:

EXHIBIT I

FORM OF NOTICE OF ELECTION TO PARTIALLY PREPAY MONTHLY RENT

[date]

To:	Landlord	
betwee the Lee Montl (or po pay to Montl any of Inden Compin prin	on of the Monthly Rent due under that went the County and Landlord dated Novease, the date of prepayment shall be half Rent to be prepaid on such date is prioritions thereof) set forth below. By 10 a Landlord in cash or same-day availabily Rent to be prepaid, together with in ther amounts payable under the Lease ture of Trust dated November 1, 2006, wany, as Trustee, Landlord shall direct	ounty has elected to exercise its option to prepay a certain Project Lease Agreement ("Lease") by and vember 1, 2006. In accordance with Section 30.4 of, and the principal portion of, representing the maturities:00 a.m. Seattle time on such date, King County shall ble funds, an amount equal to the principal portion of interest thereon accruing to such date, together with on such date. In accordance with that certain by Landlord and The Bank of New York Trust Trustee to cause an optional redemption of the Bonds onding to the principal portion of Monthly Rent set
APPR	OVED AS TO FORM:	TENANT:
By Na Tit	me: le:	KING COUNTY, a political subdivision of the State of Washington
Da		By
		Name: Title:
		Date:
	′	

SCHEDULE OF PRINCIPAL COMPONENT OF MONTHLY RENT TO BE PREPAID AND BONDS TO BE REDEEMED

Date Principal Component (of Monthly Rent) Due

Amount of Principal Component to be Prepaid*

*Principal may be prepaid only in increments of \$5,000.

NJB Project Lease #336671 18942-002 77rz09!.doc 10/23/2006

EXHIBIT J

MINIMUM INSURANCE REQUIREMENTS FOR DEVELOPER

Coverage:

Coverage shall be at least as broad as:

- (i) <u>General Liability</u>: Insurance Services Office form number (CG00 001) covering <u>Commercial General Liability</u>, with a limit of not less than; \$5,000,000 combined single limit per occurrence, \$5,000,000 aggregate.
- (ii) <u>Automobile Liability</u>: Insurance Services Office form number (CA 00 01) covering <u>Business Automobile Coverage</u>, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9, with a limit of not less than; \$1,000,000 combined single limit per occurrence.
- (iii) Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, statutory limits.
- (iv) Employer's Liability or "Stop Gap": The protection provided by the Workers' Compensation Policy, Part 2 (Employer's Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability Policy in the amount of at least \$1,000,000.
- (v) <u>Builder's Risk Insurance</u>: <u>Builder's All Risk Coverage Form</u>, including earth movement, covering 100% of the replacement value of the Project. Developer shall keep the Builder's Risk Insurance in place from the commencement of construction of the Project until the Commencement Date defined in the Lease.

Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by Landlord. The deductible and/or self-insured retention of the policies shall be the sole responsibility of Developer.

Other Insurance Provisions:

The insurance policies required by the Development Agreement are to contain or be endorsed to contain the following provisions where applicable:

(A) Liability Policies:

- (i) Landlord and Tenant, their officers, officials, employees and agents are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Developer in connection with the Development Agreement.
- (ii) Developer's insurance coverage shall be primary insurance as respects Landlord and Tenant their officers, officials, employees and agents. Any insurance and/or self-insurance maintained by Landlord and/or Tenant their officers, officials, employees and/agents shall not contribute with Developer's insurance or benefit Developer in any way.
- (iii) Developer's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(B) All Policies.

Coverage shall not be canceled until after forty-five (45) days' (10 days for non-payment) prior written notice has been given to Landlord.

(C) Acceptability of Insurers.

Unless otherwise approved by Landlord and Tenant, insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated by Best's, with minimum surpluses the equivalent of Best's surplus size VIII.

If, at anytime, any of the foregoing policies shall fail to meet the above minimum standards, Developer shall, upon notice to that effect from Landlord, promptly obtain a new policy, and shall submit the same to Landlord, with certificates and endorsements, for approval.

(D) Verification of Coverage.

Developer shall furnish Landlord with certificates of insurance and endorsements required by the Development Agreement. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer. The certificates are to be on standard insurance industry ACORD form 25-S with required endorsements attached and are to be received and approved by Landlord prior to the commencement of activities associated with the Development Agreement. Landlord and Tenant reserve the right to require Developer to request and deliver complete certified copies of all required policies at any time.

(E) Subcontractors.

Developer shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of the Development Agreement shall be subject to all of the requirements stated herein.

For All Coverages:

Each insurance policy shall be written on an "occurrence" form, excepting that insurance for professional liability, errors and omissions, when required, may be acceptable on a "claims made" form.

If coverage is approved (if such approval is required above) and purchased on a "claims made" basis, Developer warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is subject to said insurance.

By requiring such minimum insurance, Landlord and/or Tenant shall not be deemed to, or construed to, have assessed the risks that may be applicable to Developer associated with the Development Agreement. Developer shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(ies). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within the Lease Agreement.

EXHIBIT K

MINIMUM INSURANCE REQUIREMENTS FOR GENERAL CONTRACTOR

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(ies). Nothing contained within these provisions shall affect and/or alter the application of any other provision contained within the General Construction Contract.

Scope and Limits of Insurance:

Coverage shall be at least as broad as:

(i) <u>General Liability</u>: Insurance Services Office form number (CG00 001) covering Commercial General Liability, with a limit of not less than: \$10,000,000 combined single, project limit (project specific), per occurrence, \$10,000,000 aggregate.

The policy shall include but not be limited to:

- (a) coverage for premises and operations;
- (b) contractual liability (including specifically liability assumed in the General Construction Contract);
- (c) products and completed operations and
- (d) Employers Liability or "Stop-Gap" coverage.

The policy shall not exclude:

- (a) coverage for lateral support, underground, explosion or collapse hazards
- (ii) Automobile Liability: Insurance Services Office form number (CA 00 01) Covering Business Automobile Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9, for a limit of not less than \$10,000,000 combined single limit per occurrence.
- (iii) Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, statutory limits.

Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by Landlord. The deductible and/or self-insured retention of the policies shall not limit or apply to Landlord, Tenant or Developer and shall be the sole responsibility of the General Contractor.

Other Insurance Provisions:

The insurance policies required by the General Construction Contract are to contain or be endorsed to contain the following provisions where applicable:

(A) Liability Policies:

- (i) Landlord, Tenant and Developer, their officers, officials, employees and agents are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the General Contractor in connection with the General Construction Contract.
- (ii) General Contractor's insurance coverage shall be primary insurance as respects Landlord, Tenant and Developer, their officers, officials, employees and agents. Any insurance and/or self-insurance maintained by Landlord, Tenant and Developer, their officers, officials, employees and/agents shall not contribute with the General Contractor's insurance or benefit the General Contractor in any way.
- (iii) General Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- (B) Builder's Risk Policy.

The Builder's Risk policy shall include Landlord and Tenant as an additional insured in the amount equal to their interest, as such interest may appear.

(C) All Policies.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days' prior written notice has been given to Landlord.

(D) Acceptability of Insurers.

Unless otherwise approved by Landlord:

Insurance is to be placed with insurers with a Best's rating of no less than A: VIII, or, if not rated by Best's, with minimum surpluses the equivalent of Best's surplus size VIII.

If at any time any of the foregoing policies fail to meet the above minimum standards, the General Contractor shall, upon notice to that effect from Landlord, promptly obtain a new policy, and shall submit the same to Landlord, with certificates and endorsements, for approval.

(E) Verification of Coverage.

Contractor shall furnish Landlord with certificates of insurance and endorsements required by the Construction Contract. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by Landlord and are to be received and approved by Landlord prior to the commencement of activities associated with the General Construction Contract. Landlord reserves the right to require complete certified copies of all required policies at any time.

(F) Subcontractors.

Contractor may include all subcontractors as insureds under its policies, <u>or</u> may furnish separate certificates of insurance and policy endorsements from each subcontractor. The limits of liability required to be carried by any subcontractor shall be determined by the General Contractor, subject to the approval of Landlord and Developer.

Contractors Indemnification:

Within the General Construction Contract between Landlord and the General Contractor, Landlord shall include the following the General Contractor's indemnification provision:

Contractor shall protect, defend, indemnify and save harmless Landlord, Tenant and Developer, their officers, officials, employees and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments or costs of any kind whatsoever, (hereinafter "claims"), arising out of or in any way resulting from the General Contractor, its officers, employees agents and/or subcontractors of all tiers, acts or omissions, performance or failure to perform the General Construction Contract, to the maximum extent permitted by law or as defined by RCW 4.24.115, now enacted or as hereinafter amended.

Contractor agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. The General Contractor's obligations under this section shall include, but not be limited to:

(a) the duty to promptly accept tender of defense and provide defense to Landlord, Tenant and Developer at the General Contractor's own expense.

- (b) the duty to indemnify and defend Landlord, Tenant and Developer from any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the General Contractor's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects Landlord, Tenant and Developer only, and only to the extent necessary to provide Landlord, Tenant and Developer with a full and complete indemnity and defense of claims made by the General Contractor's employees. The parties acknowledge that these provisions were mutually negotiated and agreed upon by them.
- (c) To the maximum extent permitted by law, the General Contractor shall indemnify and defend Landlord, Tenant and Developer from and be liable for all damages and injury which shall be caused to owners of property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of the General Construction Contract, whether or not such injury or damage is caused by negligence of the General Contractor or caused by the inherent nature of the work specified.

In case any suit or legal proceedings is brought against Landlord, Tenant and/or Developer or any of their officers, officials, employees or agents, on account of loss or damage sustained by any person or property as a result of the performance of the General Construction Contract, whether or not such injury or damage is due to the negligence of the General Contractor and whether or not such injury or damage is caused by the inherent nature of the work specified, the General Contractor agrees to assume the defense thereof and to pay all expenses connected therewith on behalf of Landlord, tenant and/or Developer, their officers, officials, employees and agents.

Landlord may, in its sole discretion, (1) withhold amounts sufficient to pay the amount of any property damage or bodily injury claim (claim for injury) and/or (2) pay any property damage claim (for injury) of which Landlord may have knowledge, regardless of the formalities of notice of such claim, arising out of the performance of the General Construction Contract.

An amount withheld will be held until the General Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment on such claim. In addition, the General Contractor shall reimburse and otherwise be liable for claims costs incurred by Landlord, Tenant and/or Developer including without limitation costs for claims adjusting services, attorneys, engineering and administration.

In the event Landlord, Tenant or Developer incurs any judgment, award and/or costs arising therefrom, including attorney's fees to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from Developer.